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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 GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: March 3, 2026

Time: 8:30am

Judge: Hon. Gary Johnson

Dept.: 7

1 This matter having come before the Honorable Gary Johnson of the Superior Court of the State
2 of California, in and for the County of Tulare, at [time] on [date] with Jean-Claude Lapuyade, Esq., of
3 the JCL Law Firm APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as counsel for Plaintiff
4 Tatyana Wilson (“Plaintiff”), and Jonathan F. Light, Esq. and Ryan C. Ely, Esq. of LightGabler LLP,
5 and N. Nikki Staggs, Esq. of Staggs Law, PC as counsel for Defendants Sierra Minit Marts, Inc. and
6 Don Forrester (“Defendants”). The Court, having carefully considered the briefs, argument of counsel
7 and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s
8 Motion for Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA
11 Action Claims and Release of Claims (“Settlement Agreement” or “Agreement”), a true and correct
12 copy of which is attached to the Declaration of Shani O. Zakay, Esq., as Exhibit “1.” This is based on
13 the Court’s determination that the Settlement Agreement is within the range of possible final approval,
14 pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California
15 Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendants shall pay is Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00). It
20 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross
7 Settlement Amount for attorneys' fees, currently estimated at Two Hundred Fifty Thousand Dollars
8 and Zero Cents (\$250,000.00) and litigation costs incurred not to exceed Twenty-Five Thousand
9 Dollars and Zero Cents (\$25,000.00), and proposed Service Award to the Class Representative, Tatyana
10 Wilson, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While these
11 awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel
12 Award or Service Award until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendants stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 "All current and former non-exempt employees who worked for Defendants
18 Sierra Minit Marts, Inc. and Defendant Don Forrester ("Defendants") in
19 California at any time during the Class Period, defined as May 10, 2020,
20 through September 7, 2025."

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in her individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints plaintiff TATYANA WILSON as the representative of
4 the Class.

5 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
6 APC, and Shani Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of
8 Class and Representative Action Settlement and Final Hearing Date (“Class Notice”) attached to the
9 Agreement as Exhibit “A.” The Court finds that Class Notice appears to fully and accurately inform
10 the Class Members of all material elements of the proposed Settlement, including the right of any Class
11 Member to be excluded from the Class by submitting a written request for exclusion, and of each Class
12 Member’s right and opportunity to object to the Settlement. The Court further finds that the distribution
13 of the notices substantially in the manner and form set forth in the Agreement and this Order meets the
14 requirements of due process, is the most reasonable notice under the circumstances, and shall constitute
15 due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by
16 first class mail, pursuant to the terms set forth in the Agreement.

17 11. The Court hereby appoints Apex Class Action, LLC as Administrator. Defendant shall
18 provide to the Administrator the Class Data, including information regarding Class Members that
19 Defendant will in good faith compile from its records, including the Class Member’s full name, last-
20 known mailing address, Social Security number, and start dates and end dates of employment. The
21 Class Data shall be sent by Defendants to the Administrator within 14 days after execution of the
22 Agreement. No later than fourteen (14) days after preliminary approval of the Settlement, the
23 Administrator shall mail the Class Notice to all identified, potential Class Members via first class U.S.
24 Mail using the most current mailing address information available.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
26 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
27 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
28 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must

1 be postmarked or received by the Response Deadline, which is forty-five (45) calendar days after the
2 date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Notice, not more
3 than fifteen (15) calendar days from the date of re-mailing of the Notices. Any such person who chooses
4 to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement
5 Payment under the Settlement and will not be bound by the class portion of the Settlement, or have any
6 right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be
7 bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may
8 only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass
9 of individuals is not permitted and will be deemed invalid.

10 13. Any Class Member who has not opted out may appear at the final approval hearing and
11 may object or express the Class Member's views regarding the Settlement and may present evidence
12 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
13 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
14 date the Administrator mails the Class Notice to postmark their written objections to the Administrator.

15 14. A hearing on Plaintiff's Motion for Final Approval of Class Action and PAGA
16 Settlement and Plaintiff's Motion for Class Counsel Award and Service Award shall be held before this
17 Court on _____ at ____ AM in Department 7 of the Tulare County Superior Court
18 to determine all necessary matters concerning the Settlement, including: whether the proposed
19 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
20 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval
21 should be entered herein; whether the plan of allocation contained in the Agreement should be approved
22 as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award Service
23 Award, and the Settlement Administration Costs. All papers in support of the motion for final approval
24 and the motion for Class Counsel Award and Service Award shall be filed with the Court and served
25 on all counsel no later than sixteen (16) court days before the hearing.

26 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
27 shall be construed as a concession or admission by Defendants in any way, and shall not be used as
28 evidence of, or used against Defendants as an admission or indication in any way, including with

1 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to
2 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,
3 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the
4 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted
5 in evidence as received as or deemed to be evidence for any purpose adverse to the Defendants
6 including, but not limited to, evidence of a presumption, concession, indication or admission by
7 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

8 16. In the event the Settlement does not become effective in accordance with the terms of the
9 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
10 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
11 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
12 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
13 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
14 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

15 17. Pending final determination of whether the Settlement should be approved, Class
16 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
17 intervening in, instigating or in any way participating in the commencement or prosecution of any
18 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
19 any claims that are, or relate in any way to, the Release Class Claims, unless and until they submit a
20 timely request for exclusion pursuant to the Agreement.

21 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
22 and all dates provided for in the Agreement without further notice to Class Members and retains
23 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

24
25 Dated: _____

JUDGE OF THE SUPERIOR COURT