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FILED
SEP 16 2026
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA
BY _____ DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SONOMA

CAMERON SMITH, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

REGAL III, LLC, a California Limited Liability Company, JACKSON FAMILY ENTERPRISES, INC., a Delaware Corporation; and DOES 1 through 100,

Defendants.

Case No.: 25CV02184

[*Assigned for all purposes to the Hon. Dana Beernink Simonds; Courtroom 18*]

[~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, REPRESENTATIVE ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION COSTS

Action Filed: March 26, 2025
Trial Date: None Set

This matter came regularly for hearing before this Court on SEP 16 2026 at 3:00 a.m. / p.m. Having considered the Parties' PAGA Settlement Agreement ("Settlement"), the documents and evidence presented in support, the disputed factual and legal issues in this case, the risks of further prosecution, the substantial benefits to the State of California and the Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the Settlement obtained as a result of good faith arm's-length negotiations, the Court rules that the Settlement is approved pursuant to Labor Code § 2699(s)(2). Good cause appearing, the Court GRANTS Plaintiff Cameron Smith's ("Plaintiff") Motion for Approval of PAGA Settlement, Attorneys' Fees and Costs, Representative Enhancement Payment, and Settlement Administration Costs ("Motion") and ORDERS as follows:

1. The Court notes that Plaintiff submitted notice of the Settlement, including a copy of the Settlement Agreement, to the California Labor and Workforce Development Agency ("LWDA") in accordance with Labor Code § 2699(s)(2).

2. The Court approves the Settlement as fair, reasonable, and adequate, and directs the Parties to effectuate it according to its terms.

3. The "Aggrieved Employees" consist of all current and former non-exempt employees who worked for Defendant Regal III, LLC in California at any time between March 26, 2024 and April 28, 2026. The "PAGA Period" runs from March 26, 2024 through April 28, 2026.

4. The Court orders Defendants Regal III, LLC and Jackson Family Enterprises, Inc. to fully fund the non-reversionary Maximum Settlement Amount of $212,500.00 by transmitting the funds to Phoenix Settlement Administrators ("Settlement Administrator") no later than sixty-five (65) calendar days after the Court grants approval of the Settlement. No portion of the Maximum Settlement Amount shall revert to Defendants.

5. The Court approves, as to form and content, the proposed explanatory letter and check enclosure to be mailed to Aggrieved Employees in English and Spanish, and directs that they be distributed pursuant to the Settlement.

6. The Court appoints Phoenix Settlement Administrators as Settlement Administrator and approves settlement administration costs in the amount of $4,500.00.

7. Within ten (10) business days after the Court grants approval of the Settlement, Defendants shall provide the Settlement Administrator with a list of Aggrieved Employees in a computer-readable format. The list shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date of employment, end date of employment, total pay periods worked during the PAGA Period, and Social Security number or other unique employee identifier sufficient to administer the Settlement. The list shall also include the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period.

8. The Settlement Administrator shall update addresses using the National Change of Address database, calculate Individual Settlement Payments on a pay-period basis, circulate an anonymized payment spreadsheet for counsel's review, determine whether the Escalator Clause has been triggered, and obtain counsel's approval before mailing Individual Settlement Payments.

9. Within five (5) business days after counsel approve the calculations and after Defendants fully fund the Settlement, whichever is later, the Settlement Administrator shall mail to each Aggrieved Employee, via regular First-Class U.S. Mail, the approved explanatory letter in English and Spanish and the Individual Settlement Payment. Within that same deadline, the Settlement Administrator shall also disburse the LWDA share of the Net Settlement Amount, the Court-approved attorneys' fees and costs, the Court-approved Representative Enhancement Payment, and the Court-approved settlement administration costs, in accordance with the Settlement.

10. The Court finds that attorneys' fees in the amount of $74,375.00 to Haines Law Group, APC, representing 35% of the Maximum Settlement Amount, are fair, reasonable, and adequate. The Court further finds that litigation costs in the amount of $13,142.75 to Haines Law Group, APC are fair, reasonable, and adequate. The Court orders the Settlement Administrator to distribute these payments to Haines Law Group, APC as provided in the Settlement.

11. The Court finds that the requested Representative Enhancement Payment of $10,000.00 to Plaintiff Cameron Smith is fair, adequate, and reasonable in recognition of the contributions he made, the risks he undertook on behalf of the Aggrieved Employees and the State of California, and the broader individual release he provided. The Court orders the Settlement Administrator to distribute this payment to Plaintiff as provided in the Settlement.

12. Based on the Maximum Settlement Amount and the deductions approved above, the Net Settlement Amount is $110,482.25. The Court finds that allocation of the Net Settlement Amount as PAGA civil penalties, with 65% paid to the LWDA and 35% paid to Aggrieved Employees, is fair, adequate, reasonable, and consistent with Labor Code § 2699(m). Based on the currently approved amounts, the LWDA share is $71,813.46, and the Aggrieved Employee share is $38,668.79.

13. Each Individual Settlement Payment shall be characterized as penalties and reported on IRS Form 1099 issued to the Aggrieved Employee. Checks for Individual Settlement Payments shall remain valid for one hundred eighty (180) days after mailing. Any check not cashed within that period shall be transferred to the California State Controller's Unclaimed Property Fund in the name of the Aggrieved Employee to whom the check was issued.

14. The Court approves the scope of the release as set forth in the Settlement. Upon Defendants' full funding of the Settlement, the Aggrieved Employees shall be deemed to release and discharge, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, Defendants and their current and former parents, subsidiaries, affiliates, related entities, predecessors, successors, assigns, officers, directors, members, shareholders, employees, agents, attorneys, and administrators, from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the First Amended Class and Representative Action Complaint filed in *Cameron Smith v. Regal III, LLC, et al.*, Sonoma County Superior Court Case No. 25CV02184, and Plaintiff's March 26, 2025 PAGA Notice, to the extent those claims are alleged to have occurred during the PAGA Period. This release is limited to claims for PAGA civil penalties. Aggrieved Employees do not release any underlying wage-and-hour claims through the

Settlement. Aggrieved Employees will not be provided an opportunity to opt out of the PAGA Release.

15. Plaintiff shall submit a copy of this Judgment and Order to the LWDA within ten (10) calendar days after entry.

16. As soon as practicable after the check-cashing deadline, the Settlement Administrator shall provide the Parties with an accounting under oath of all amounts paid from the Settlement. Plaintiff shall file a declaration confirming final distribution of funds within thirty (30) calendar days after receiving that accounting. ~~The Court sets a Non-Appearance Final Accounting Hearing for _____ at _____ a.m. / p.m. in Courtroom 18.~~ *

17. Judgment is entered in accordance with the Settlement and this Judgment and Order. The Court retains jurisdiction over the Action and over the Parties pursuant to Code of Civil Procedure § 664.6 to interpret, implement, administer, and enforce the Settlement and this Judgment and Order until performance in full.

IT IS SO ORDERED.

Dated: SEP 16 2026

By: Dana Simonds
Hon. Dana Beernink Simonds
Judge of the Superior Court

* The court has 1600 cases to manage and is not able to keep track w/o an appearance. Please file an ex parte with signature(s) from the other side to confirm and the court will take care of it. DBS

25CV02184

PROOF OF SERVICE BY MAIL OR ELECTRONIC MAIL

I certify that I am an employee of the Superior Court of California, County of Sonoma, and that my business address is 3055 Cleveland Avenue, Santa Rosa, CA 95403; that I am not a party to this cause; that I am over the age of 18 years; that I am readily familiar with this office's practice for collection and processing of correspondence for mailing with the United States Postal Service; and that on the date shown below I placed a true copy of the following document: ***Order After Hearing*** in an envelope, sealed and addressed as shown below, for collection and mailing at Santa Rosa, California, first class, postage fully prepaid, following ordinary business practices or I electronically served by email to the person and electronic service email address listed below.

Date: October 14, 2026

Robert Oliver,
Clerk of the Court

By: Griselda Zavala
Griselda Zavala, Deputy Clerk

ELECTRONIC SERVICE ADDRESSES

PAUL KEITH HAINES: phaines@haineslawgroup.com