

ELECTRONICALLY FILED

Superior Court of California

County of Marin

08/29/2025

James M. Kim, Clerk of the Court

G. Stratford, Deputy

JUSTICE FOR WORKERS, P.C.

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Attorneys for Plaintiff JOSE REGALADO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MARIN

JOSE REGALADO, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

UNITED MARKETS, a California
corporation; and DOES 1 through 50,

Defendants.

Case No.: CV0001169

[Assigned for All Purposes to:
Hon. Andrew E. Sweet, Dept. E]

AES

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

(Filed concurrently with Motion for Final
Approval and Supporting Declarations)

DATE: August 29, 2025

TIME: 1:30 p.m.

DEPT: E

Action Filed: October 16, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Jose Regalado (“Plaintiff”) for Final Approval of Class Action and
2 PAGA Settlement, Class Representative Service Payment, and Attorneys’ Fees and Costs (“Final
3 Approval Motion”) came on regularly for hearing before this Court pursuant to California Rule of
4 Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action
5 Settlement (“Preliminary Approval Order”). Having considered the Parties’ Class Action and
6 PAGA Settlement Agreement (“Settlement” or “Agreement”)¹, and the documents and evidence
7 presented in support thereof, and recognizing the sharply disputed factual and legal issues involved
8 in this case, the risks of further prosecution, and the substantial benefits to be received by the Class
9 pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair,
10 reasonable, and adequate pursuant to California Code of Civil Procedure § 382, and is the product
11 of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the
12 Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

13 1. Final judgment is hereby entered in conformity with the Agreement and this Final
14 Approval Order.

15 2. The conditional class certification is hereby made final, and the Court thus certifies,
16 for purposes of the Settlement, the following Class:

17 All persons employed by Defendant United Markets in California and classified as
18 a non-exempt, hourly employee who worked for Defendant during the Class Period
 of October 16, 2019 to July 11, 2024.

19 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
20 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC as
21 the Administrator.

22 4. Notice was provided to Class Members as set forth in the Settlement, which was
23 approved by the Court on March 28, 2025, and the notice process has been completed in conformity
24 with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice
25 was the best notice practicable under the circumstances, and that individual notice was provided to
26 all Class Members who could be identified through reasonable effort. The Class Notice provided
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¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 due and adequate notice of the proceedings and matters set forth therein.

2 5. The Court finds that no Class Member objected to the Settlement, that no Class
3 Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports
4 final approval.

5 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
6 orders the Parties to effectuate the Settlement according to its terms.

7 7. For purposes of settlement only, the Court finds that: (a) the Class Members are
8 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
9 of law or fact common to the Class, and there is a well-defined community of interest among
10 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
11 Representative are typical of the claims of the Settlement Class members; (d) the Class
12 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
13 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
14 Counsel are qualified to serve as counsel for the Class Representative and the Class.

15 8. The Court finds that given the absence of objections to the Settlement, this Order
16 shall be considered final as of the date of entry.

17 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
18 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
19 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
20 terms of the Settlement.

21 10. The Court orders Defendant to deposit the Gross Settlement Amount of \$225,000.00
22 and employer payroll taxes with the Administrator in accordance with the schedule set forth in the
23 Agreement.

24 11. The Court finds that a Class Representative Service Payment in the amount of
25 \$7,500.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
26 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
27 conformity with the terms of the Settlement.

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1 12. The Court finds that attorney’s fees in the amount of \$75,000.00 and litigation costs
2 of \$7,794.00 for Class Counsel are fair, reasonable, and adequate in light of the common fund
3 created by the Settlement, and orders that the Administrator distribute these payments to Class
4 Counsel in conformity with the terms of the Settlement.

5 13. The Court orders that the Administrator shall be paid \$12,500.00 from the Gross
6 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
7 done until the completion of this matter and finds that sum appropriate.

8 14. The Court finds that the payment to the California Labor & Workforce Development
9 Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of Plaintiff’s
10 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
11 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

12 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
13 days from the date of issuance of the check, and that any settlement checks that remain uncashed
14 after one 180 days after they are mailed shall be distributed to the Controller of the State of
15 California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
16 *seq.*, in the name of the Class Member to whom the check was issued.

17 16. “Released Parties” means Defendant, any potential “joint employers,” and any and
18 all of Defendant’s affiliated companies and parent companies, subsidiaries, affiliates, shareholders,
19 members, agents (including, without limitation, any investment bankers, accountants, insurers,
20 reinsurers, attorneys and any past, present, or future officers, directors, employees, or other person
21 acting on Defendant’s behalf), predecessors, successors, and assigns.

22 17. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
23 all Participating Class Members, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
25 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based
26 on the facts stated in Plaintiff’s complaints (whether initial or amended), including, (a) any and all
27 claims involving any alleged (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3)
28 Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting

1 Time Penalties; (7) Failure to Reimburse Necessary Business Expenses; (8) Unfair Competition; (9)
2 Paid Sick Leave Violations, and (10) Payroll Records Preservation Violations. Participating Class
3 Members only release these claims that arose at any time during the Class Period.

4 18. Upon the funding of the entire Gross Settlement Amount and employer payroll taxes,
5 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
6 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
7 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
8 been alleged, based on the facts stated in Plaintiff's complaints (whether initial or amended) and the
9 PAGA Notice, including any and all claims involving any alleged (1) Minimum Wage Violations;
10 (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage
11 Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse Necessary Business
12 Expenses; and (8) Unfair Competition. Aggrieved Employees only release these claims that arose at
13 any time during the PAGA Period.

14 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
15 notice of this final Judgment and Order to all Class Members by posting the Judgment and Order for
16 90 days on the Administrator's website and to the LWDA pursuant to Labor Code § 2699.

17 20. This document shall constitute a final judgment pursuant to California Rule of Court
18 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
19 hearing, the court must make and enter judgment. The judgment must include a provision for the
20 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
21 may not enter an order dismissing the action at the same time as, or after, entry of judgment."
22 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
23 Settlement, the Final Approval Order, and this Judgment.

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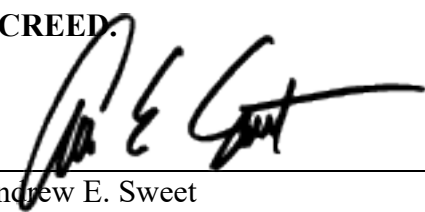
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1 21. The Court sets a Non-Appearence Compliance Hearing for July 28,
2 2026 at 9:00 a.m. in Department E of the above-entitled Court. Plaintiff shall file a Final
3 Disbursement Declaration from the Administrator no later than 7 calendar days before the
4 Compliance Hearing.

5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

6
7 DATED: August 29, 2025



Hon. Andrew E. Sweet
Judge of the Superior Court