

FILED

Superior Court of California
County of Los Angeles

06/25/2026

David W. Slayton, Executive Officer / Clerk of Court

By: G. Hall Deputy

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

3110 Camino Del Rio S, Suite 308

San Diego, CA 92108

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DANA SMITH, an individual, on behalf of
herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

HEAL THE BAY, a California corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No.: 24STCV30893

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: June 25, 2026

Time: 10:30 a.m.

Judge: Hon. Theresa M. Traber

Dept.: 1

Electronically Received 06/02/2026 11:47 PM

1 Plaintiff's motion for an order finally approving the Amended Class Action and PAGA
2 Settlement Agreement ("Agreement") and Motion for Class Counsel Fees Payment and Litigation
3 Expenses Payment and Class Representative Service Payment duly came on for hearing on June 25,
4 2026, before the above-entitled Court. Zakay Law Group, APLC, and the JCL Law Firm, APC,
5 appeared on behalf of Plaintiff Dana Smith ("Plaintiff"). LightGabler LLP appeared on behalf of
6 Defendant Heal the Bay, (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

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

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 24STCV30893,
15 entitled *Dana Smith v. Heal the Bay*, and over all Parties to this litigation, including the Class.

16 **Preliminary Approval of the Settlement**

17 3. On February 24, 2026, the Court granted preliminary approval of a class-wide
18 settlement. At this same time the Court approved certification of a provisional settlement class for
19 settlement purposes only. The Court confirms this Order and finally approves the settlement and
20 the certification of the Class.

21 **Notice to the Class**

22 4. In compliance with the Preliminary Approval Order, the Class Notice was
23 mailed by first class mail to the Class Members at their last known addresses on March 13, 2026.
24 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
25 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
26 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
27 provided fully satisfies the requirements of California Rules of Court, rule 3.769.
28

1 5. The Response Deadline for opting out or objecting was April 27, 2026. There
2 was an adequate interval between notice and deadline to permit Class Members to choose what to
3 do and act on their decision. No Class Members objected. One Class Member requested exclusion.
4 The name of the Class Member who requested exclusion is Luke Ginger.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$250,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to allow
13 the Court and counsel to act intelligently.

14 c. Counsel for all Parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. No objections were received. One request for exclusion was received.
18 The name of the Class Member who requested exclusion is Luke Ginger.

19 e. The participation rate is high. 99.3% of Class Members will be
20 participating in the Settlement and will be sent Individual Class Payments.

21 7. The consideration to be given to the Participating Class Members under the
22 terms of the Agreement is fair, reasonable, and adequate considering the strengths and weaknesses
23 of the claims asserted in this Action and is fair, reasonable, and adequate compensation for the
24 release of the Released Class Claims and Released PAGA Claims, given the uncertainties and risks
25 of the litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Participating Class Members.

28 ///

1 **PAGA Payment**

2 9. The Agreement provides for a payment of PAGA Penalties in the amount of
3 \$10,000.00. The Court has reviewed the PAGA Penalties payment and finds and determines that the
4 PAGA Penalties payment and the allocation of \$6,500.00 to the Labor and Workforce Development
5 Agency and \$3,500.00 to Aggrieved Employees is fair and reasonable and complies with the
6 requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

7 **Attorneys' Fees and Litigation Costs**

8 10. The Agreement provides for a Class Counsel Fees Payment of one-third of
9 the Gross Settlement Amount, which is Eighty-Three Thousand, Three Hundred Thirty-Three
10 Dollars and Thirty-Three Cents (\$83,333.33) and Class Counsel Litigation Expenses Payment of up
11 to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for actually incurred litigation expenses.

12 11. A Class Counsel Fees Payment of Eighty-Three Thousand Three Hundred
13 Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) and a Class Counsel Litigation Expenses
14 Payment of up to Fifteen Thousand Dollars and Zero Cents for actually incurred litigation expenses
15 is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class
16 Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents
17 one-third of the common fund, which is reasonable, and is supported by Class Counsel's lodestar.

18 **Class Representative Service Payment**

19 12. The Agreement provides for a Class Representative Service Payment of up
20 to ~~Ten Thousand Dollars~~ ^{Eighty-five Hundred} and Zero Cents ~~(\$10,000.00)~~ ^(\$8,500.00) to Plaintiff, subject to the Court's approval.
21 The Court finds that the amount of ~~Ten Thousand Dollars~~ ^{Eighty-five Hundred} and Zero Cents ~~(\$10,000.00)~~ ^(\$8,500.00) to Plaintiff
22 is reasonable in light of the risks and burdens undertaken by Plaintiff in this class action litigation.

23 **Administration Expenses Payment**

24 13. The Agreement provides for Administration Expenses Payment to be paid in
25 an amount not to exceed \$6,250.00. The Declaration of the Administrator provides that the actual
26 claims Administration Expenses Payment were \$6,250.00. The amount of this payment is
27 reasonable in light of the work performed by the Administrator.

1 II.
2 **ORDERS**

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 1. The Class is certified for the purposes of settlement only. The Participating
5 Class is hereby defined to include:

6 All persons who are or previously were employed by Defendant Heal the Bay in
7 California and classified as non-exempt employees at any time during the period
8 beginning November 22, 2020, to June 1, 2025 (the “Class Period”), except for Luke
9 Ginger.

10 2. There are 136 Participating Class Members. Every person in the Class who
11 did not opt out is a Participating Class Member. After providing Notice to the Class, there was one
12 opt out to the Settlement. The name of the Class Member who requested exclusion is Luke Ginger.

13 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
14 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
15 this Order and the terms of the Agreement.

16 4. Defendant shall fund the Gross Settlement Amount in two equal installments,
17 the last of which is to be paid on or before February 15, 2027. In exchange, the Participating Class
18 Members shall release the “Released Parties” from the “Released Class Claims” and Plaintiff and
19 the Aggrieved Employees shall release the “Released Parties” from the “Released PAGA Claims.”

20 a. The “Released Parties” are defined as Defendant Heal the Bay and its
21 subsidiaries, affiliates, current and former shareholders, owners, members, directors, officers, board
22 members, agents, employees, predecessors, successors, assigns, PEO’s and insureds.

23 b. The “Released Class Claims” are defined as any and all claims arising
24 during the Class Period that were alleged in the Operative Complaint or reasonably could have been
25 alleged based on the facts stated in the Operative Complaint in the above-titled action, including the
26 claims for failure to pay minimum and overtime wages, failure to provide meal and rest breaks
27 and/or premiums, waiting time penalties, wage statement violations, failure to reimburse employees
28 for business expenses, and unfair business practice claims based on the foregoing. This release

1 expressly excludes all other claims, including claims for vested benefits, wrongful termination,
2 unemployment insurance, disability, social security, workers' compensation, and class claims
3 outside of the Class Period.

4 c. The "Released PAGA Claims" are defined as all claims for PAGA
5 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
6 stated in the Operative Complaint of the above-titled action and the PAGA Notice Plaintiff sent the
7 LWDA on November 22, 2024, including the claims for failure to pay minimum and overtime wages,
8 failure to provide meal and rest breaks and/or premiums, waiting time penalties, wage statement
9 violations, and failure to reimburse employees for business expenses.

10 5. Class Counsel are awarded a Class Counsel Fees Payment in the Amount of
11 Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty Three Cents (\$83,333.33)
12 and a Class Counsel Litigation Expenses Payment of Fifteen Thousand Dollars and Zero Cents
13 (\$15,000.00) for actually incurred litigation expenses. Class Counsel shall not seek or obtain any
14 other compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

15 6. The payment of the Class Representative Service Payment to Plaintiff in the
16 amount of ~~\$10,000.00~~ ^{\$8,500.00} is approved.

17 7. The payment of \$6,250.00 to the Administrator for the Administration
18 Expenses Payment is approved.

19 8. The PAGA Penalties of \$10,000.00 is hereby approved as fair, reasonable,
20 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
21 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
22 fraud or collusion.

23 9. Final Judgment is hereby entered in this action. The Final Judgment shall
24 bind each Participating Class Member.

25 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
26 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
27 ("PAGA").
28

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

4 12. The Court orders Class Counsel to comply with California Labor Code §
5 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
6 entry of this Order.

7 13. The Agreement is not an admission by Defendant, nor is this Final Approval
8 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
9 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
10 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
11 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
12 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
13 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
14 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
15 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
16 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
17 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
18 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
19 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
20 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
21 or issue preclusion or similar defense as to the claims being released by the Settlement.

22 14. Notice of entry of this Final Approval Order and Judgment shall be given to
23 Class Counsel on behalf of Plaintiff and all Participating Class Members. It shall not be necessary
24 to send notice of entry of this Final Approval Order and Judgment to individual Participating Class
25 Members and the Final Approval Order and Judgment shall be posted on the Administrator’s
26 website as indicated in the Class Notice.

27 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
28 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a

1 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
2 connection with the distribution of settlement benefits.

3 16. If the Settlement does not become final and effective in accordance with the
4 terms of the Agreement, resulting in the return and/or retention of the Gross Settlement Amount to
5 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
6 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

7 **IT IS SO ORDERED.**

8 DATED: June 25, 2026
9



10
11 _____
12 Hon. Theresa M. Traber
13 JUDGE OF THE SUPERIOR COURT
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28