

FILED

Superior Court of California
County of Los Angeles

06/25/2026

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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~~ JUDGMENT

Date: June 25, 2026

Time: 10:30 a.m.

Judge: Hon. Theresa M. Traber

Dept.: 1

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 and Litigation Costs
3 Payments and Class Representative Service Payment duly came on for hearing on June 25, 2026,
4 before the above-entitled Court. The Parties, having settled this action, and the Court having
5 entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and
6 good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

8 1. The certification of the Class is confirmed for the purposes of settlement. The Class
9 is defined as: "All persons who are or previously were employed by Defendant Heal the Bay
10 ("Defendant") in California and classified as non-exempt employees at any time during the period
11 beginning November 22, 2020, to June 1, 2025 (the "Class Period")."

12 2. All persons who meet the foregoing definition are Participating Class Members,
13 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

14 3. Except as set forth in the Agreement, the Order Granting Motion for Final
15 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
16 members of the Class, shall take nothing in the Action. Each Party shall bear its own attorneys'
17 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
18 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

19 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
20 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
21 supervise and adjudicate any dispute arising from or in connection with the distribution of
22 settlement benefits.

23 5. As of the date the Defendant fully funds the Gross Settlement Amount and funds
24 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
25 and each Class Member who has not validly opted out has released the "Released Parties" from
26 the "Released Class Claims" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
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1 a. The “Released Class Claims” are defined as any and all claims
2 arising during the Class Period that were alleged in the Operative Complaint or reasonably could
3 have been alleged based on the facts stated in the Operative Complaint in the above-titled action,
4 including the claims for failure to pay minimum and overtime wages, failure to provide meal and
5 rest breaks and/or premiums, waiting time penalties, wage statement violations, failure to
6 reimburse employees for business expenses, and unfair business practice claims based on the
7 foregoing. This release expressly excludes all other claims, including claims for vested benefits,
8 wrongful termination, unemployment insurance, disability, social security, workers’
9 compensation, and class claims outside of the Class Period.

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

13 8. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and the
14 Aggrieved Employees have released the Released Parties from the “Released PAGA Claims” for
15 the “PAGA Period” as set forth in the Agreement.

16 9. As used in paragraph 8 above, the quoted terms have the meanings set forth below:

17 (a) The “Released PAGA Claims” are defined as all claims for PAGA penalties
18 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
19 Operative Complaint of the above-titled action and the PAGA Notice Plaintiff sent the LWDA on
20 November 22, 2024, including the claims for failure to pay minimum and overtime wages, failure to
21 provide meal and rest breaks and/or premiums, waiting time penalties, wage statement violations, and
22 failure to reimburse employees for business expenses.

23 (b) The “PAGA Period” is defined as the period from November 22, 2023, to
24 June 1, 2025.

25 10. This Court hereby grants final approval and awards the following: (i) Ninety-Eight
26 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$98,333.33) for the Class
27 Counsel Fees and Litigation Expenses Payments, comprised of Eighty-Three Thousand Three
28 Hundred Thirty Three Dollars and Thirty-Three Cents (\$83,333.33) for attorneys’ fees and

1 litigation costs in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00); (ii) the
2 Class Representative Service Payment to Class Representative, Dana Smith, in the amount of ~~Ten~~
3 ~~Eighty-five Hundred~~ (\$8,500.00) ~~Thousand Dollars~~ and Zero Cents (~~\$10,000.00~~); (iii) Administration Expenses Payment of Six
4 Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) to Apex Class Action, LLC;
5 (iv) Six Thousand Five Hundred Dollars and Zero Cents (\$6,500.00) (65% of the PAGA
6 Penalties) to the Labor and Workforce Development Agency; and Three Thousand Five Hundred
7 Dollars and Zero Cents (\$3,500.00) (35% of the PAGA Payment) allocated to the Individual
8 PAGA Payments.

9 11. Plaintiff shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(s)(3).

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13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
14 **ORDERED.**

15 DATED: June 25, 2026



18 _____
19 Hon. Theresa M. Traber
20 JUDGE OF THE SUPERIOR COURT
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