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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DAIZIA GRAY, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

ENAGIC USA, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24STCV03313

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL**

Date: August 3, 2026

Time: 10:00 a.m.

Judge: Hon. William F. Highberger
Dept.: 10

FILED
Superior Court of California
County of Los Angeles

08/05/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

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1 Plaintiff's motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice and the Addendum to Class Action and PAGA Settlement
3 (collectively, the "Agreement") and Motion for Attorneys' Fees, Litigation Costs, and Class
4 Representative Service Payment duly came on for hearing on August 3, 2026, before the above-
5 entitled Court. JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers *for* Justice, P.C.
6 appeared on behalf of Plaintiff DAIZIA GRAY ("Plaintiff"). Buchalter APC appeared on behalf of
7 Defendant ENAGIC USA, INC. ("Defendant").

8 **I.**

9 **FINDINGS**

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

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

14 2. This Court has jurisdiction over the subject matter of this litigation pending
15 in the California Superior Court for the County of Los Angeles ("Court"), Case No. 24STCV03313,
16 entitled *Daizia Gray v. Enagic USA, Inc.*, and over all Parties to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On December 30, 2025, the Court granted preliminary approval of a class-
19 wide settlement. At this same time, the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class, defined as all current and former non-exempt employees who
22 worked for Defendant in California at any time between the period of February 6, 2020, and
23 February 21, 2025 (the "Class Period").

24 **Notice to the Class**

25 4. In compliance with the Preliminary Approval Order, the Notice Packet was
26 mailed by first class U.S. Mail to the Class Members at their last known addresses on January 14,
27 2026. Mailing of the Notice Packet to their last known addresses was the best notice practicable
28 under the circumstances and was reasonably calculated to communicate actual notice of the

1 litigation and the proposed settlement to the Class Members. The Court finds that the Notice Packet
2 provided fully satisfies the requirements of California Rules of Court, rules 3.766 and 3.769.

3 5. The Response Deadline for opting out or objecting was March 2, 2026. There
4 was an adequate interval between notice and deadline to permit Class Members to choose what to
5 do and act on their decision. Zero Class Members objected. Zero Class Members requested
6 exclusion.

7 **Fairness Of the Settlement**

8 6. The Agreement provides for a Gross Settlement Amount of \$450,000.00.
9 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
10 Cal.App.4th 1794, 1801.)

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

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

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

19 d. Zero objections were received. Zero requests for exclusion were
20 received.

21 e. The participation rate is high, at 100%. All Class Members will be
22 participating in the Settlement and will be sent Individual Class Payments.

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

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

PAGA Payment

9. The Agreement provides for a PAGA Payment in the amount of \$25,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA Settlement and the allocation of \$16,250.00 to LWDA and \$8,750.00 to the Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56. The PAGA Settlement is approved pursuant to California Labor Code Section 2699(s)(2).

Attorneys' Fees and Litigation Costs

10. The Agreement provides for Attorneys' Fees and Litigation Costs in the amount of up to \$180,000.00. This is comprised of Attorneys' Fees of \$150,000.00, which is equal to one-third of the Gross Settlement Amount, and reimbursement of costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00).

11. A Class Counsel award of \$180,000.00 comprised of attorneys' fees in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and reimbursement of costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000) is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents one-third (1/3) of the common fund, which is reasonable and at the low end of the range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

Class Representative Payment

12. The Agreement provides for a Class Representative Payment of up to ~~\$10,000~~ ^{\$7,500.00} for Plaintiff, subject to the Court's approval. The Court finds that the amount of ~~\$10,000~~ is reasonable in light of the risks and burdens undertaken by Plaintiff in this class action litigation.

Administration Expenses Payment

13. The Agreement provides for Administration Expenses Payment to be paid in an amount not to exceed \$6,440.00. The Declaration of the Administrator provides that the actual

1 claims administration expenses were \$6,440.00. The amount of this payment is reasonable in light
2 of the work performed by the Administrator.

3 **II.**

4 **ORDERS**

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

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include:

8 All current and former non-exempt employees who worked for Defendant in
9 California at any time during the period from February 6, 2020, through February
10 21, 2025.

11 2. There are 197 members of the Class. Every person in the Class who did not
12 opt out is a Participating Class Member. After providing Notice to the Class, there are zero opt-outs
13 to the Settlement. The deadline for submitting a request to opt out from the Settlement was March
14 2, 2026.

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

18 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
19 exchange, the Class Members shall release Defendant and its parent companies, subsidiaries,
20 affiliates, related entities, employees, shareholders, directors, attorneys, and insurers (the
21 “Released Parties”) from the Released Class Claims and the Aggrieved Employees shall release
22 the Released Parties from the Released PAGA Claims.

23 a. The Released Class Claims are defined as all class claims alleged, or
24 reasonably could have been alleged based on the facts alleged, in the original complaint in the
25 Action and First Amended Complaint in the Action which occurred during the Class Period,
26 including but not limited to, unpaid overtime, failure to pay meal and rest period premiums, failure
27 to calculate the correct regular rate of pay, unpaid minimum wages, final wages not timely paid,
28 wages not timely paid during employment, noncompliant wage statements, failure to keep

1 requisite payroll records, failure to pay for all hours worked, failure to reimburse business
2 expenses, and meal and rest period violations, and expressly excluding all other claims, including
3 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
4 security, workers' compensation, and class claims outside of the Class Period.

5 b. The Released PAGA Claims are defined as all PAGA claims alleged
6 in the original complaint and First Amended Complaint in this Action and Plaintiff's PAGA
7 Notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other
8 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
9 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

10 5. Class Counsel are awarded a Class Counsel award of One Hundred Seventy-
11 Six Thousand Nine Hundred Sixty-Two Dollars and Twelve Cents (\$176,962.12) payment for
12 Attorneys' Fees and Litigation Costs. This Class Counsel Award is comprised of attorneys' fees in
13 the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and
14 reimbursement of costs and expenses in the amount of Twenty-Six Thousand Nine Hundred Sixty-
15 Two Dollars and Twelve Cents (\$26,962.12). Class Counsel shall not seek or obtain any other
16 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

17 \$7,501.00 The payment of the Class Representative Service Payment to Plaintiff in the
18 amount of ~~\$10,000~~ is approved.

19 7. The payment of \$6,440.00 to the Administrator for the Administration
20 Expenses Payment is approved.

21 8. The PAGA Payment of \$25,000 is hereby approved as fair, reasonable,
22 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
23 finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arm's-length, absent any
24 fraud or collusion.

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

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

1 11. The term “Aggrieved Employees” is hereby defined as all current and former
2 non-exempt employees who worked for Defendant in California at any time from November 19,
3 2023 through February 21, 2025.

4 12. The Court further finds and determines that Class Counsel satisfied
5 California Labor Code § 2699(s)(2) by giving the LWDA notice of the proposed Settlement of
6 claims arising under the Private Attorney General Act (“PAGA”) on July 15, 2025, and again on
7 July 10, 2026.

8 13. The Court orders Class Counsel to comply with California Labor Code §
9 2699(s)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s
10 entry of this Order.

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

26 15. Notice of entry of this Final Approval Order and Judgment shall be given to
27 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
28 of entry of this Final Approval Order and Judgment to individual Class Members, and the Final

1 Approval Order and Judgment shall be posted on Administrator's website, as indicated in the Notice
2 Packet.

3 16. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
4 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
5 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
6 connection with the distribution of settlement benefits.

7 17. The Court sets an Order to Show Cause Re: Compliance with the Terms of
8 the Settlement for 11/20/28 at 9 ~~p.m./a.m.~~ A ~~joint status report and~~
9 declaration from the Administrator shall be filed by 11/13/28, advising the Court of the
10 status of the distribution of settlement.

11 18. If the Settlement does not become final and effective in accordance with the
12 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
13 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
14 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

15 **IT IS SO ORDERED.**

16
17 DATED: 08/05/2026



Hon. William F. Highberger
JUDGE OF THE SUPERIOR COURT