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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] JUDGMENT

Date: August 3, 2026
Time: 8:30 a.m.

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

1 **LAWYERS *for* JUSTICE, P.C.**
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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 titled Court. The Parties, having settled this action and the Court having entered an Order Granting
6 Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing
7 therefor,

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

9 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
10 The Class is defined as all current and former non-exempt employees who worked for Defendant in
11 California at any time between the period of February 6, 2020, and February 21, 2025 (the "Class
12 Period").

13 2. All persons who meet the foregoing definition are members of the Settlement Class,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
15 are 197 Class Members who worked for Defendant during the Class Period. After providing Notice
16 to the Class, Apex has received zero requests to opt out and zero objections. The deadline for
17 submitting a request to opt out from the Settlement was March 2, 2026.

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

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

27 5. As of the date the Defendant funds the Gross Settlement Amount, by operation of
28 this Final Judgment, each Class Member who has not validly opted out, has released the "Released

1 Class Claims” against the Defendant and all of the “Released Parties” as set forth in the Agreement.
2 The Participating Class Members, including Plaintiff, are bound by the Agreement, the Order
3 Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment.

4 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

5 (a) The Released Class Claims are defined as all class claims alleged, or
6 reasonably could have been alleged based on the facts alleged, in the original complaint in the Action
7 and First Amended Complaint in the Action which occurred during the Class Period, including but
8 not limited to, unpaid overtime, failure to pay meal and rest period premiums, failure to calculate
9 the correct regular rate of pay, unpaid minimum wages, final wages not timely paid, wages not
10 timely paid during employment, noncompliant wage statements, failure to keep requisite payroll
11 records, failure to pay for all hours worked, failure to reimburse business expenses, and meal and
12 rest period violations, and expressly excluding all other claims, including claims for vested benefits,
13 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
14 and class claims outside of the Class Period.

15 (b) The “Released Parties” means Defendant and its parent companies,
16 subsidiaries, affiliates, related entities, employees, shareholders, directors, attorneys, and insurers.

17 7. As of the date that Defendant fully funds the Gross Settlement Amount, by operation
18 of this Final Judgment, the Plaintiff, the Labor and Workforce Development Agency (“LWDA”),
19 the State of California, and each “Aggrieved Employee” has released the Released Parties from the
20 “Released PAGA Claims” for the “PAGA Period” as set forth in the Agreement. Plaintiff, the
21 Aggrieved Employees, the LWDA, and the State of California are bound by the Agreement, the
22 Order Granting Final Approval of Class Action and PAGA Settlement, and this Final Judgment.

23 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

24 (a) The Aggrieved Employees are defined as all current and former non-exempt
25 employees who worked for Defendant in California at any time during the PAGA Period.

26 (b) The “PAGA Period” is defined as the period from November 19, 2023,
27 through February 21, 2025.

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

6 9. This Court hereby grants final approval and awards the following: (i) \$176,962.12
7 for Attorneys' Fees and Litigation Costs comprised of attorneys' fees totaling one-third of the Gross
8 Settlement Amount, or One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) and
9 costs and expenses in the amount of Twenty-Six Thousand Nine Hundred Sixty-Two Dollars and
10 Twelve Cents (\$26,962.12); (ii) the Class Representative Service Payment to Class Representative,
11 Daizia Gray, of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Six Thousand Four
12 Hundred Forty Dollars and Zero Cents (\$6,440.00) to Apex Class Action LLC for the
13 Administration Expenses Payment; and (iv) Sixteen Thousand Two Hundred Fifty Dollars and Zero
14 Cents (\$16,250.00) (65% of the PAGA Payment) to the Labor and Workforce Development Agency;
15 and Eight Thousand Seven Hundred Fifty Dollars and Zero Cents (\$8,750.00) (35% of the PAGA
16 Payment) allocated to Aggrieved Employees.

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

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21 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
22 **ORDERED.**

23 DATED: _____
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26 _____
27 Hon. William F. Highberger
28 Judge, Superior Court for the State of California,
County of Los Angeles