

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
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 DAIZIA GRAY

(Additional Counsel on Next Page)

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

[Action Filed February 6, 2024]

**ADDENDUM TO CLASS ACTION AND
PAGA SETTLEMENT**

LAWYERS FOR JUSTICE, PC

Joanna Ghosh, Esq. (State Bar #272479)

joanna@calljustice.com

Maria Halwadjian, Esq. (State Bar #358015)

maria@calljustice.com

Brian St. John, Esq. (State Bar #304112)

brian@calljustice.com

450 North Brand Blvd., Suite 900

Glendale, CA 91203

Telephone: (818) 265-1020

Facsimile: (818) 265-1021

Attorneys for Plaintiff DAIZIA GRAY

1 This Addendum to the Class Action and PAGA Settlement Agreement (“Settlement
2 Agreement”) is made and entered into between Plaintiff Daizia Gray (“Plaintiff”), individually, and on
3 behalf other members of the general public similarly situated, and Defendant Enagic USA, Inc.
4 (“Defendant”). On October 14, 2025, the Superior Court of the State of California, County of Los
5 Angeles continued the hearing on Plaintiff’s Motion for Preliminary Approval to October 22, 2025, to
6 address issues raised by the Court. Accordingly, the following Definitions, Monetary Terms, and
7 Settlement Administration Terms, as well as the Class Notice, are modified and supersede those in the
8 Settlement Agreement, as follows:

9 **1. DEFINITIONS**

10 ...
11 1.44 "Response Deadline" means forty-five (45) calendar days after the Administrator
12 mails Notice to Class Members and Aggrieved Employees and shall be the last
13 date on which Class Members may: (a) fax, email, or mail Requests for Exclusion
14 from the Settlement, or (b) fax, email, or mail their Objection to the Settlement.
15 Class Members to whom Notice Packets are re-sent after having been returned
16 undeliverable to the Administrator shall have an additional fourteen (14) calendar
17 days beyond the Response Deadline has expired.
18 ...

15 **3. MONETARY TERMS**

16 ...
17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
18 deduct the following payments from the Gross Settlement Amount, in the amounts
19 specified by the Court in the Final Approval:

20 ...
21 3.2.2 Attorneys’ Fees of not more than 33 1/3% of the Gross Settlement Amount,
22 which is currently estimated to be One Hundred Fifty Thousand Dollars
23 and Zero Cents (\$150,000.00), and Litigation Costs of up to Thirty-Five
24 Thousand Dollars and Zero Cents (\$35,000.00). Defendant will not oppose
25 requests for these payments provided that they do not exceed these
26 amounts. Plaintiff and/or Class Counsel will file a motion for Attorneys’
27 Fees and Litigation Costs no later than sixteen (16) court days prior to the
28 Final Approval Hearing. If the Court approves a payment for Attorneys’
Fees and/or Litigation Costs less than the amounts requested, the
Administrator will allocate the remainder to the Net Settlement Amount.
Released Parties shall have no liability to Class Counsel or any other Class
Counsel arising from any claim to any portion any Attorneys’ Fees and/or
Litigation Costs. The Administrator will pay the Attorneys’ Fees and
Litigation Costs using one or more IRS 1099 Forms. Class Counsel
assumes full responsibility and liability for taxes owed on the Attorneys’
Fees and Litigation Costs and holds Defendant harmless, and indemnifies
Defendant, from any dispute or controversy regarding any division or
sharing of any of these Payments for Attorneys’ Fees and Litigation Costs.

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7. SETTLEMENT ADMINISTRATION.

...

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 10/16, 2025



Plaintiff Daizia Gray

Dated: October 16, 2025



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: October 16, 2025



Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

Dated: October 20, 2025



~~Edwin Aiwzazian~~ Maria Halwadjian
Lawyers for Justice, PC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: October 16, 2025



For Defendant Enagic USA, Inc.
Name: Julius Kim
Title: CEO

Dated: October 17, 2025



Kalley R. Aman
Lawrence B. Steinberg
Buchalter APC
Attorney for Defendant