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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
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 22, 2025

Time: 11:00 a.m.

Judge: Hon. William F. Highberger

Dept.: 10

FILED
Superior Court of California
County of Los Angeles
12/30/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

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1 This matter having come before the Honorable William F. Highberger of the Superior Court of
2 the State of California, in and for the County of Los Angeles, ~~at 11:00 a.m. on October 22, 2025~~, with
3 the JCL Law Firm, APC, the Zakay Law Group, APLC and Lawyers for Justice, PC as counsel for
4 Plaintiff Daizia Gray (“Plaintiff”), and Buchalter APC, appearing for Defendant Enagic USA, Inc.,
5 (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument of counsel and
6 all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion
7 for Preliminary Approval of Class Action and PAGA Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 (hereinafter “Settlement Agreement” or “Agreement”), a true and correct copy of which is attached as
11 Exhibit 1 to the Declaration of Jackland K Hom, Esq., in Support of Plaintiff’s Motion for Preliminary
12 Approval of Class Action and PAGA Settlement, and the Addendum to Class and PAGA Settlement,
13 a true and correct copy of which is attached as Exhibit 1 to the Declaration of Jennifer Gerstenzang,
14 Esq., in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement. This is
15 based on the Court’s determination that the Settlement Agreement is within the range of possible final
16 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
17 California Rules of Court, rule 3.769.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement, and all
19 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

20 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
21 Defendant shall pay is \$450,000.00. It appears to the Court on a preliminary basis that the settlement
22 amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the
23 probable outcome of further litigation relating to certification, liability, and damages issues. It further
24 appears that investigation and research have been conducted such that counsel for the Parties are able
25 to reasonably evaluate their respective positions. It further appears to the Court that settlement at this
26 time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would
27 be presented by the further prosecution of the litigation. It further appears that the Settlement has been
28 reached as the result of intensive, serious, and non-collusive arms-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
5 reasonable when balanced against the probable outcome of further litigation relating to certification,
6 liability, and damages issues.

7 5. The Court will approve Attorneys' Fees of 33 ⅓% of the Gross Settlement Amount.
8 While the Attorneys' Fees of 33 ⅓% of the Gross Settlement Amount, Litigation Costs incurred not to
9 exceed \$35,000.00, and a proposed Class Representative Service Payment to Daizia Gray in an amount
10 not to exceed \$10,000.00, appear to be within the range of reasonableness, the Court will not approve
11 the Attorneys' Fees, Litigation Costs, or Class Representative Service Payment until the Final Approval
12 Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 “All current and former non-exempt employees who worked for Defendant
18 in California at any time from February 6, 2020 through February 21, 2025.”

19 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
20 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
21 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
22 common questions of law and fact predominate, and there is a well-defined community of interest
23 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
24 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
25 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
26 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
27 to act as counsel for the Class Representative in their individual capacity and as the representative of
28 the Class Members.

1 8. The Court provisionally appoints Plaintiff Daizia Gray as the Representative of the Class.

2 9. The Court provisionally appoints the JCL Law Firm, A.P.C., the Zakay Law Group,
3 APLC, and Lawyers for Justice, PC as Class Counsel for the Class Members.

4 10. The Court hereby approves, as to form and content, the proposed Notice of Class Action
5 Settlement and Hearing Date for Final Court Approval (“Class Notice” or “Notice”) attached as Exhibit
6 3 to the Declaration of Jennifer Gerstenzang, Esq., in Support of Motion for Preliminary Approval of
7 Class Action and PAGA Settlement. The Court finds that the Notice appears to fully and accurately
8 inform the Class Members and Aggrieved Employees of all material elements of the proposed
9 Settlement, including the right of any Class Member to be excluded from the Class by submitting a
10 written request for exclusion, and of each Class Member’s right and opportunity to object to the
11 Settlement. The Court further finds that the distribution of the Notices substantially in the manner and
12 form set forth in the Agreement and this Order meets the requirements of due process, is the most
13 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
14 entitled thereto. The Court orders the mailing of the Notice by first class mail, pursuant to the terms set
15 forth in the Agreement.

16 11. The Court hereby appoints Apex Class Action, LLC as Administrator. Within five (5)
17 calendar days after entry of this Order, the Administrator shall mail the Class Notice to all identified,
18 potential Class Members via first class U.S. Mail using the most current mailing address information
19 available.

20 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
21 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
22 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
23 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must
24 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
25 Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on
26 which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b)
27 fax, email, or mail their Objection to the Settlement. Class Members to whom Notice Packets are re-
28 sent after having been returned undeliverable to the Administrator shall have an additional fourteen

1 (14) calendar days beyond the expiration of the Response Deadline. Any such person who chooses to
2 opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment
3 under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or
4 comment thereon. Class Members who have not requested exclusion shall be bound by all
5 determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out
6 that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of
7 individuals is not permitted and will be deemed invalid.

8 13. Any Class Member who has not opted out may appear at the final approval hearing and
9 may object or express the Class Member's views regarding the Settlement and may present evidence
10 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
11 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
12 date the Administrator mails the Class Notice to postmark their written objections to the Administrator
13 (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

14 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's Motion for Attorneys'
15 Fees, Litigation Costs, and Class Representative Service Payment shall be held before this Court on
16 8/3/26 at 10 a.m./~~p.m.~~ in Department 10 of the Los Angeles County Superior
17 Court to determine all necessary matters concerning the Settlement, including: whether the proposed
18 settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate
19 and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval
20 should be entered herein; whether the plan of allocation contained in the Agreement should be approved
21 as fair, adequate and reasonable to the Class; and to finally approve the Attorneys' Fees, Litigation
22 Costs, Class Representative Service Payment, and the Administration Expenses Payment. All papers
23 in support of the motion for final approval and the motion for Attorneys' Fees, Litigation Costs and
24 Class Representative Payment shall be filed with the Court and served on all counsel no later than 16
25 court days prior to the Final Approval Hearing.

26 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
27 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
28 evidence of, or used against Defendant as an admission or indication in any way, including with respect

1 to any claim of any liability, wrongdoing, fault, or omission by Defendant or with respect to the truth
2 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
3 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
4 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as
5 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
6 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
7 liability, fault, wrongdoing, omission, concession or damage.

8 16. In the event the Settlement does not become effective in accordance with the terms of the
9 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
10 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
11 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
12 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
13 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
14 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

15 17. Pending final determination of whether the Settlement should be approved, Class
16 Representative and all Class Members are barred and enjoined from filing, commencing, prosecuting,
17 intervening in, instigating or in any way participating in the commencement or prosecution of any
18 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting
19 any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a
20 timely request for exclusion pursuant to the Agreement.

21 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
22 and all dates provided for in the Agreement without further notice to Class Members and retains
23 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

24 Dated: 12/30/2025
25 _____



William F. Highberger

26 William F. Highberger / Judge
27 JUDGE OF THE SUPERIOR COURT
28