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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **IN AND FOR THE COUNTY OF LOS ANGELES**

17 DANA SMITH, an individual, on behalf of  
herself, and on behalf of all persons similarly  
18 situated,

19 Plaintiff,

20 v.

21 HEAL THE BAY, a California corporation; and  
DOES 1-50, Inclusive,

22 Defendants.

Case No. 24STCV30893

~~PROPOSED~~ **ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date: January 26, 2026

Time: 10:30 a.m.

Judge: Hon. Theresa M. Traber

Dept.: 1

**FILED**  
Superior Court of California  
County of Los Angeles

02/24/2026

David W. Slayton, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

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2 This matter came before the Honorable Theresa M. Traber of the Superior Court of the State of  
3 California, in and for the County of Los Angeles, at 10:30 a.m. on January 26, 2026, with Jaclyn Joyce,  
4 Esq. of the Zakay Law Group, APLC appearing as counsel for plaintiff Dana Smith (“Plaintiff”), and  
5 Brier Setlur, Esq. and Michael Brody, Esq. of Light Gabler LLP appearing for Defendant Heal The Bay  
6 (“Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the  
7 matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for  
8 Preliminary Approval of Class Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the “Class Action and PAGA Settlement Agreement  
11 and Class Notice” (THE “Agreement”). This is based on the Court’s determination that the Settlement  
12 is within the range of possible final approval, pursuant to the provisions of Section 382 of the California  
13 Code of Civil Procedure and California Rules of Court, rule 3.769.

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

16 3. Subject to the Agreement, the Gross Settlement Amount that Defendant shall pay is Two  
17 Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00). It appears to the Court on a preliminary  
18 basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members  
19 when balanced against the probable outcome of further litigation relating to certification, liability, and  
20 damages issues. It further appears that investigation and research have been conducted such that counsel  
21 for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court  
22 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay  
23 and risks that would be presented by the further prosecution of the Action. It further appears that the  
24 Settlement has been reached as the result of intensive, serious, and non-collusive arms-length  
25 negotiations.

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

5         5. Plaintiff seeks a Class Counsel Fees Payment in the amount of one-third of the Gross  
6 Settlement Amount for attorneys' fees, currently estimated at Eighty-Three Thousand Three Hundred  
7 Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33), a Class Counsel Litigation Expenses  
8 Payment of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00), and proposed Class  
9 Representative Service Payment to the Class Representative, Dana Smith, in an amount of not more than  
10 Ten Thousand Dollars and Zero Cents (\$10,000). While these awards appear to be within the range of  
11 reasonableness, the Court will not approve the Class Counsel Fees Payment and Class Counsel  
12 Litigation Expenses Payment or the Class Representative Service Payment until the Final Approval  
13 Hearing.

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

18                 “All persons who are or previously were employed by Heal the Bay in California and  
19                 classified as non-exempt employees during the period from November 22, 2020, to June  
20                 1, 2025 (“Class Period”).”

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

4 8. The Court provisionally appoints plaintiff DANA SMITH as the representative of the  
5 Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC  
7 and Shani Zakay, of the Zakay Law Group, APLC as Class Counsel for the Class Members.

8 10. The Court hereby approves, as to form and content, the proposed Notice of Class Action  
9 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Declaration of  
10 Jennifer M. Gerstenzang, to the settlement agreement submitted as Exhibit 2.  
11 ~~Shani O. Zakay, Esq., as Exhibit “1,”~~ <sup>^</sup> The Court finds that the Class Notice appears to fully and  
12 accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed  
13 Settlement, including the right of any Class Member to be excluded from the Class by submitting a  
14 written Request for Exclusion, and of each Class Member’s right and opportunity to object to the Class  
15 portion of the Settlement. The Court further finds that the distribution of the Class Notices in the manner  
16 and form set forth in the Agreement and this Order meets the requirements of due process, is the most  
17 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons  
18 entitled thereto. The Court orders the mailing of the Class Notices by first class mail, pursuant to the  
19 terms set forth in the Agreement.

20 11. The Court hereby appoints Apex Class Action LLC as the settlement Administrator  
21 (“Administrator”). Within twenty-one (21) days of the Court granting Preliminary Approval, Defendant  
22 shall provide the Settlement Administrator with the Class Data. No later than three (3) business days  
23 after Administrator receives the Class Data, the Administrator shall mail the Class Notice to all  
24 identified, potential Class Members via regular first class U.S. Mail using the most current mailing  
25 address information available. The Settlement Administrator shall also be required to perform all duties  
26 set forth in the Agreement.

27 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the  
28 Class portion of the Settlement. Any Class Member may individually choose to opt out of and be

1 excluded from the Class Portion of the Settlement as provided in the Class Notice by following the  
2 instructions for requesting exclusion from the Class portion of the Settlement and the Released Class  
3 Claims that are set forth in the Class Notice. All Requests for Exclusion must be postmarked or received  
4 by the Response Deadline, which is forty-five (45) calendar days after the Administrator mails the Class  
5 Notice to Class Members or, in the case of re-mailed Class Notice, not more than fourteen (14) days  
6 from the original Response Deadline. Any Class Member who chooses to opt out of and be excluded  
7 from the Class portion of the Settlement will not be entitled to an Individual Class Payment and will not  
8 be bound by the Class Portion of the Settlement, or have any right to object, appeal or comment thereon.  
9 Class Members who have not requested exclusion shall be bound by all determinations of the Court, the  
10 Agreement, and Judgment.

11 13. Any Class Member may appear at the final approval hearing, regardless of whether they  
12 have submitted a timely written objection and notice of intention to appear. Class Members may express  
13 their views regarding the Settlement and may present evidence and file briefs or other papers that may  
14 be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice.  
15 Class Members will have forty-five (45) days from the date the Settlement Administrator mails the Class  
16 Notice to postmark their objections to the Settlement Administrator.

17 14. A hearing on Plaintiff's Motion for Final Approval and Plaintiff's motion for Class  
18 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and Class Representative  
19 Service Payment shall be held before this Court on June 25, 2026, at 10:30 a.m.  
20 ~~AM/PM~~ <sup>at the Spring Street Courthouse</sup> in Department 1 of the Los Angeles County Superior Court to determine all necessary matters  
21 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and  
22 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved  
23 by the Court; whether an order granting Final Approval should be entered herein; whether the plan of  
24 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class;  
25 and to finally approve the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,  
26 Class Representative Service Payment, and the Settlement Administration Costs. All papers in support  
27 of the Motion for Final Approval and the motion for Class Counsel Fees Payment, Class Counsel  
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1 Litigation Expenses Payment and Class Representative Service Payment shall be filed with the Court  
2 within twenty-eight (28) days following the expiration of the Response Deadline. The Settlement  
3 Administrator must give notice to any objecting party of any continuance of the hearing of the Motion  
4 for Final Approval and Motion for Class Counsel Award, and Class Representative Service Award.

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

13 16. All proceedings in the Action, except those contemplated by this Order and the  
14 Agreement, are stayed.

15 17. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing  
16 and all dates provided for in the Agreement without further notice to Class Members and retains  
17 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

18  
19 Dated: 02/24/2026



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21 JUDGE OF THE SUPERIOR COURT  
22 Theresa M. Traber / Judge  
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