

1 **BRADLEY/GROMBACHER, LLP**
2 Marcus Bradley, Esq. (SBN 174156)
3 Kiley Grombacher, Esq. (SBN 245960)
4 Lirit King, Esq. (SBN 252521)
5 31365 Oak Crest Drive, Suite 240
6 Westlake Village, CA 91361
7 Telephone: (805) 270-7100
8 Facsimile: (805) 618-2939
9 mbradley@bradleygrombacher.com
10 kgrombacher@bradleygrombacher.com
11 lking@bradleygrombacher.com

12 Attorneys for Plaintiff TUOYO OGBE on behalf of
13 himself and others similarly situated

14 **SUPERIOR COURT OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 TUOYO OGBE, on behalf of himself and
17 all others similarly situated,

18 Plaintiff,

19 v.

20 O'NEIL DIGITAL SOLUTIONS LLC, a
21 Delaware Limited Liability Company; and
22 DOES 1 to 10, inclusive,

23 Defendants.

FILED

Superior Court of California
County of Los Angeles

07/10/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

CASE NO. : 23STCV09250
Assigned to Hon. Elihu M. Berle, Dept. 6

~~**[PROPOSED]**~~ **ORDER AND JUDGMENT**
GRANTING APPROVAL OF PAGA
SETTLEMENT

DATE: July 8, 2024
TIME: 9:00 a.m.
DEPT.: 6

Complaint filed: April 24, 2023

1 Plaintiff's Motion for Approval of PAGA Settlement came before this Court as duly noticed.
2 This is an action under the Private Attorneys General Act ("PAGA"), Labor Code section 2698 et seq.,
3 brought by Plaintiff TUOYO OGBE ("Plaintiff") O'NEIL DIGITAL SOLUTIONS LLC
4 ("Defendant"). The Court, having considered the papers submitted in support of Plaintiff's unopposed
5 motion and the arguments of counsel, and having considered the PAGA Settlement Agreement
6 ("Settlement Agreement"), HEREBY ORDERS AS FOLLOWS:

7 1. The Court, for the purposes of this Order, refers to all defined terms (*i.e.*, terms with
8 initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court hereby grants approval of the settlement, based on the terms set forth in the
10 Settlement Agreement. The Court finds that the Settlement Agreement meets all the requirements for
11 approval of a settlement under PAGA, including the notice of the settlement having been properly
12 provided to the California Labor and Workforce Development Agency ("LWDA"). The Court finds
13 that the LWDA has not objected to, and is deemed to have approved, the terms of the Settlement
14 Agreement. The Court has not received any other objection to the Settlement Agreement.

15 3. The Court approves the settlement in the amount of \$155,000.00.

16 4. Aggrieved Employees are defined as means all non-exempt employees employed by
17 Defendants in California at any time between April 25, 2022 and March 4, 2024.

18 5. Administration costs of \$4,750.00 are approved and shall be paid to the Settlement
19 Administrator, ILYM Group, Inc., according to the terms of the Settlement Agreement.

20 6. Plaintiff's counsel shall be awarded \$51,667.00 as attorneys' fees according to the
21 terms of the Settlement Agreement.

22 7. Plaintiff's counsel shall be awarded litigation costs of \$16,106.03 according to the
23 terms of the Settlement Agreement.

24 8. No other litigation costs and/or attorneys' fees shall be awarded, either against
25 Defendant or any related persons or entities.

26 9. Plaintiff shall be awarded a PAGA Representative Enhancement Payment in the
27 amount of \$5,000.00 according to the terms of the Settlement Agreement.

28 10. Pursuant to PAGA, 75% of the Net Settlement Amount will be distributed to the

1 LWDA and 25% will be distributed to Aggrieved Employees. (Lab. Code § 2699(i)).

2 11. According to the terms of the Settlement Agreement, as of the date the settlement
3 becomes Final, each Aggrieved Employee shall fully release All Aggrieved Employees are deemed
4 to release, on behalf of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
6 PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged,
7 the Operative Complaint and the PAGA Notice, including, but Labor Code sections, 201-203, 204,
8 226, 226.7, 246, 510, 1174, 1182, 1182.11-1182.12, 1194, 1194.2, 1197, 1198, 2802, and Business
9 and Professions Code sections 17200 et seq.

10 12. The Court directs the mailing of the Individual Settlement Payments in accordance with
11 the Settlement Agreement and finds that the letter to be provided as Exhibit A to this order is the best
12 means of providing notice to the Aggrieved Employees, is practicable under the circumstances and,
13 when completed, shall constitute due and sufficient notice of the Settlement to all persons affected by
14 and/or entitled to participate in the Settlement, in full compliance with the requirements of due process
15 and the California Rules of Court. Judgment is hereby entered pursuant to the Approval Order of
16 PAGA Settlement, entered on July 8, 2024.

17 13. This Court shall retain jurisdiction with respect to all matters related to the
18 administration and consummation of the Settlement, and the determination of all controversies relating
19 thereto, pursuant to California Code of Civil Procedure section 664.6.

20 14. The Parties are ordered to appear at 8:30 a.m. on February 10, 2025, for a final
21 accounting hearing to report to the Court on the actual distributions to Aggrieved Employees, the
22 LWDA, Plaintiff's Counsel, the Named Plaintiff, and performance by the Settlement Administrator of
23 other duties incumbent on it under the Settlement Agreement, and Order of this Court. No later than
24 ten (10) calendar days before the date scheduled for the final accounting hearing, the Settlement
25 Administrator is to file a declaration to confirm that the distribution of funds is complete, including
26 any distribution to the State Controller per the Settlement Agreement.

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1 15. Plaintiff shall submit a copy of this Order to the LWDA within ten (10) calendar days
2 of entry of this Order and Judgment.

3 Dated: 07/10/2024
4 _____



Elihu M. Berle

Elihu M. Berle / Judge

HON. ELIHU M. BERLE
LOS ANGELES SUPERIOR COURT

PROOF OF SERVICE
VIA CASE ANYWHERE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

On July 8, 2024, I served the foregoing document described as

PROPOSED ORDER (COVER SHEET) (FORM EFS-020)
[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PAGA
SETTLEMENT

on all interested parties in said action:

SEE ATTACHED SERVICE LIST

Pursuant to the Court's Order Authorizing Electronic Service, the above-named document has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of this document to Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document and proof of service in our office.

Executed on July 8, 2024, at Westlake Village, California.

Angela Becker

Suzette Boucher

Tuoyo Ogbe v. O'Neil Digital Solutions LLC
Los Angeles County Superior Court Case No. 23STCV09250

Service List

Hannah Sweiss
FISHER & PHILLIPS LLP
21600 Oxnard Street, Suite 650
Woodland Hills, California 91367
Telephone: (818) 230-4250
Facsimile: (818) 230-4251
E-Mail: hsweiss@fisherphillips.com

Attorneys for Defendant O'NEIL
DIGITAL SOLUTIONS, LLC

J. Misa Keelan
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501
E-Mail: mkeelan@fisherphillips.com