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Attorneys for Plaintiff and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LEO CARBONELL, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

AKASH MANAGEMENT, LLC., a
California Corporation; A&KRB, LLC; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 23STCV11181

Assigned to the Hon. William F. Highberger

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

Hearing Information:

Date: April 17, 2024
Time: 3:00 p.m.
Dept.: 10

FILED
Superior Court of California
County of Los Angeles

04/17/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 **~~PROPOSED~~ ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the PAGA Settlement Agreement Claims (the "Settlement
4 Agreement" and/or the "Settlement") submitted in support of Plaintiff's Notice of Motion and
5 Motion to Approve PAGA Settlement ("Plaintiff's Motion") as Exhibit "A" to the Declaration of
6 Mehrdad Bokhour, and good cause appearing, **IT IS HEREBY ORDERED** that Plaintiff's
7 Motion is **GRANTED**, subject to the following findings and orders:

8 a) All terms used herein shall have the same meaning defined in the Settlement
9 Agreement.

10 b) The Court hereby approves the terms set forth in the Settlement Agreement and finds
11 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the
12 Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
13 Settlement Agreement has been reached due to informed and non-collusive arms-length
14 negotiations. The Court further finds that the Parties could evaluate their respective positions
15 reasonably. The Court also finds that settlement now will avoid additional and potentially
16 substantial litigation costs, delays, and risks if the Parties continue to litigate the case. The Court
17 has reviewed the monetary recovery provided as part of the Settlement and recognizes the
18 significant value accorded to the Allegedly Aggrieved Employees.

19 c) The Settlement Agreement is not an admission by Defendants Akash Management,
20 LLC, and A&KRB, LLC ("Defendants") or any of the Released Parties, nor is this Order a finding of
21 the validity of any allegations or of any wrongdoing by Defendants or any of the Released Parties.
22 Neither is this Order, the Settlement Agreement, nor any document referred to herein, nor any
23 action taken to carry out the Settlement Agreement, to be construed as, or to be used as, an
24 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against the
25 Defendants or any of the Released Parties and alleged wrongdoing/liability is expressly denied.

26 d) The Defendants and Released Parties shall pay the Allegedly Aggrieved Employees
27 pursuant to the procedure described in the Settlement Agreement.

1 e) The Court hereby confirms Joshua Falakassa, Esq. of Falakassa Law, P.C., and
2 Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. as Plaintiff's Counsel.

3 f) The Court hereby awards attorneys' fees of one-third of the Settlement Sum, which
4 is \$83,333.33 and \$17,617.45 for reasonable litigation costs (collectively "Plaintiff's Counsel's
5 Payment"). The Court finds that Plaintiff's Counsel's Payment is reasonable in light of the relevant
6 factors under California law and in light of the benefit obtained on behalf of the State of California
7 and Allegedly Aggrieved Employees. The payment of the Fee Amount and the Cost Amount to
8 Plaintiff's Counsel shall be made in accordance with the terms of the Settlement.

9 g) The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator and
10 awards \$4,450 for settlement administration costs.

11 h) The Defendants shall have no further liability for costs, expenses, interest, attorneys'
12 fees, or any other charge, expense, or liability except as provided in the Settlement Agreement.

13 i) The Court further orders, adjudges and decrees that the Allegedly Aggrieved
14 Employees (as defined in the Settlement Agreement) fully release and discharge Defendants, along
15 with the Released Parties, of the representative claims for civil penalties pursuant to the terms set
16 forth in the Settlement Agreement.

17 j) To effectuate the Settlement, Defendants are hereby ordered to provide the
18 Settlement Administrator with a list of the names, addresses, and number of pay periods/paychecks
19 issued to each of the Allegedly Aggrieved Employees during the PAGA Period within thirty (30)
20 days after this Order approving the Settlement. The contact information shall be provided
21 confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the
22 information as private and highly confidential and take all necessary precautions to maintain the
23 confidentiality of the contact information of the PAGA Settlement Members.

24
25 **IT IS SO ORDERED.**

26 DATED: 04/17/2024



HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On April 10, 2024, I served the following document(s) described as **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

Thalia Rofos, Esq.
trofos@ohaganmeyer.com
John Wu, Esq.
jwu@ohaganmeyer.com
O’HAGAN MEYER, LLP
4695 MacArthur Court, Suite 900
Newport Beach, California 92660

Counsel for defendant Akash Management. LLC

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 10, 2024, at Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia