

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
WILSHIRE LAW FIRM
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles
06/24/2025
David W. Stryker, Executive Officer / Clerk of Court
By: A. He Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MISAN AKUYA, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

E I G MANAGEMENT DBA ECOSTAR
REMODELING & CONSTRUCTION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV15280

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. Stuart M.
Rice, Dept. 1]

**AMENDED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 18, 2025

Time: 10:30 a.m.

Dept: 1

Complaint filed: June 30, 2023

FAC filed: September 25, 2023

Trial date: Not set

The Court has before it Plaintiff Misan Akuya's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval of Class Action Settlement, the Declarations of Benjamin H. Haber, Daniel J. Kramer, and Timothy Bowles, the Settlement Agreement: Plaintiff's Individual Claims, Class Action and PAGA and Class Notice (which is referred to here as the "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement Agreement between Plaintiff Misan Akuya and Defendant E I G Management dba EcoStar Remodeling & Construction ("Defendant"), attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as Exhibit 1, as well as the addendum to the Settlement Agreement attached to the Declaration of Daniel J. Kramer as Exhibit A. Plaintiff and Defendant are together the "Parties." The monetary terms of the settlement, detailed in the following chart, are discussed further below.

Gross Settlement Amount	\$295,000.00
Plaintiffs' Attorney Fees	Up to one-third of Gross Settlement Amount (or \$98,333.33)
Class Counsel Litigation Expenses Payment	Up to \$20,000.00
PAGA Payment	Up to \$10,000.00
Settlement Administration	Up to \$10,000.00
Class Representative Service Award	Up to \$7,500.00
Estimated Net Settlement Amount for Distribution to the Class	\$149,666.67

2. The Settlement falls within the range of reasonableness of a settlement which

could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$295,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b) a \$7,500.00 payment to the State of California, Labor & Workforce Development Agency (“LWDA”) for its 75% share of the \$10,000 settlement of the PAGA claims; (c) a \$2,500.00 payment to eligible Aggrieved Employees for their 25% share of the \$10,000 settlement of the PAGA claims; (d) Class Representative service payment of up to \$7,500.00 for Plaintiff Misan Akuya; (e) Class Counsel’s attorneys’ fees, not to exceed 33 1/3% of the Gross Settlement Amount (\$98,333.33), and up to \$20,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (f) Settlement Administration Costs of up to \$10,000.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the class members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed settlement, including attorneys’ fees and costs to Class Counsel, payment to LWDA for its share of the PAGA claims settlement, payment to eligible Aggrieved Employees for their share of the PAGA claims settlement, payment to the settlement administrator and the class representative’s

enhancement award should be finally approved as fair, reasonable and adequate as to the members of the class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the “Settlement Class”): “all persons employed by Defendant in California and classified as an hourly-paid or non-exempt employee who worked for Defendant during the Class Period.”

6. “Class Period” means the period from means the period from January 3, 2019 to October 30, 2024.

7. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiff’s claims are typical of the claims of the Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Misan Akuya. The Court further preliminarily approves Plaintiff’s ability to request an incentive award up to \$7,500.00.

9. The Court appoints, for settlement purposes only, Benjamin H. Haber and Daniel J. Kramer of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel’s ability to request attorneys’ fees of up to one-third of the Total Settlement Amount (\$98,333.33), and costs not to exceed \$20,000.00.

10. The Court appoints CPT Group, Inc. as the Settlement Administrator with reasonable administration costs estimated not to exceed 10,000.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the

1 Notice to Settlement Class Members satisfies due process, provides the best notice practicable
2 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
3 thereto.

4 12. The parties are ordered to carry out the Settlement according to the terms of the
5 Settlement Agreement.

6 13. Any class member who does not timely and validly request exclusion from the
7 settlement may object to the Settlement Agreement.

8 14. The Court orders the following Implementation Schedule:

9 Defendant to provide Class List to the 10 Settlement Administrator	14 days after notice of entry of the Court's order granting Motion for Preliminary Approval
12 Settlement Administrator to mail the Notice 13 Packets	14 days after receipt of the Class List from the Defendant
14 Response Deadline	60 days after Notice is mailed out by the Settlement Administrator
16 Deadline to Provide Written Objections, if 17 any	60 days after Notice is mailed out by the Settlement Administrator
18 Deadline to file Motion for Final Approval, 19 Request for Attorney's Fees and Costs, and 20 Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, which is December 29, 2025;
21 Final Approval Hearing	January 22, 2026 at 10:30 a.m. The hearing 22 may be continued to another date without 23 further notice to the Class Members.

24 ///

25 ///

26 ///

27 ///

1 15. The Court further ORDERS that, pending further order of this Court, all
2 proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

3 **IT IS SO ORDERED.**

4
5 DATE: June 24, 2025



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Hon. Stuart M. Rice
Los Angeles County Superior Court

PROOF OF SERVICE

Akuya v. E I G Management dba Ecostar Remodeling & Construction, et al.
23STCV15280

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On June 23, 2025, I served the foregoing **AMENDED [PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

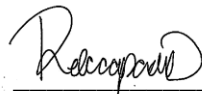
Timothy Bowles (SBN 78727)
tbowles@tbowleslaw.com
Daniska Coronado
daniska@tbowleslaw.com
Peggy Alexandre
peggy@tbowleslaw.com
LAW OFFICES OF TIMOTHY BOWLES, P.C.
1 S Fair Oaks Ave Ste 301
Pasadena, CA 91105-1945
Telephone: (626) 583-6600
Facsimile: (626) 583-6605

Attorneys for Defendants

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed on June 23, 2025, at Los Angeles, California.



Rebecca Padilla