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**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]*

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

*[Filed with Notice of Motion and Motion,
Memorandum of Points and Authorities, the
Declaration of Timothy Bowles, the
Declaration of Igor Skylarsky and the
Declaration of Misan Akuya]*

PRELIMINARY APPROVAL HEARING

Date: July 21, 2025

Time: 10:30 a.m.

Dept: 1

Complaint filed: June 30, 2023

FAC filed: September 25, 2023

Trial date: Not set

1 The Court has before it Plaintiff Misan Akuya's ("Plaintiff") Motion for Preliminary
2 Approval of Class Action Settlement. Having reviewed the Motion for Preliminary Approval
3 of Class Action Settlement, the Declaration of John Yslas, the Settlement Agreement: Plaintiff's
4 Individual Claims, Class Action and PAGA and Class Notice (which is referred to here as the
5 "Settlement Agreement"), and good cause appearing, the Court hereby finds and orders as
6 follows:

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

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Gross Settlement Amount	\$295,000.00
Plaintiffs' Attorney Fees	-\$98,333.33
Class Counsel Litigation Expenses Payment	-\$20,000.00
PAGA Payment	-\$10,000.00
Settlement Administration	-\$10,000.00
Class Representative Service Award	-\$10,000.00
Net Settlement Amount for Distribution to the Class	\$146,666.67

23

24

25 2. The Settlement falls within the range of reasonableness of a settlement which
26 could ultimately be given final approval by this Court, and appears to be presumptively valid,
27 subject only to any objections that may be raised at the Final Approval Hearing and final
28 approval by this Court. The Court notes that Defendant has agreed to create a common fund of

1 \$295,000.00 to cover (a) settlement payments to class members who do not validly opt out; (b)
2 a \$7,500.00 payment to the State of California, Labor & Workforce Development Agency
3 (“LWDA”) for its 75% share of the \$10,000 settlement of the PAGA claims; (c) a \$2,500.00
4 payment to eligible Aggrieved Employees for their 25% share of the \$10,000 settlement of the
5 PAGA claims; (d) Class Representative service payment of up to \$10,000.00 for Plaintiff Misan
6 Akuya; (e) Class Counsel’s attorneys’ fees, not to exceed 33 1/3% of the Gross Settlement
7 Amount (\$98,333.33), and up to \$20,000.00 in costs for actual litigation expenses incurred by
8 Class Counsel; and (f) Settlement Administration Costs of up to \$10,000.00.

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

21 4. A final fairness hearing on the question of whether the proposed settlement,
22 including attorneys’ fees and costs to Class Counsel, payment to LWDA for its share of the
23 PAGA claims settlement, payment to eligible Aggrieved Employees for their share of the PAGA
24 claims settlement, payment to the settlement administrator and the class representative’s
25 enhancement award should be finally approved as fair, reasonable and adequate as to the
26 members of the class is hereby set in accordance with the Implementation Schedule set forth
27 below.

28 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 November 16, 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 \$10,000.00.

9. The Court appoints, for settlement purposes only, John G. Yslas, 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 Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

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

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

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	14 days after notice of entry of the Court's order granting Motion for Preliminary Approval
Settlement Administrator to mail the Notice Packets	14 days after receipt of the Class List from the Defendant
Response Deadline	60 days after Notice is mailed out by the Settlement Administrator
Deadline to Provide Written Objections, if any	60 days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorney's Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 1. The hearing may be continued to another date without further notice to the Class Members.

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

IT IS SO ORDERED.

DATE:

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 March 24, 2025, I served the foregoing **[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:

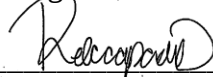
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Attorneys for Defendants

- (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 March 24, 2025, at Los Angeles, California.



Rebecca Padilla