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7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF ORANGE, CIVIL COMPLEX CENTER**
9

10 KALVYN ESCOBAR, individually and on
11 behalf of all current and former similarly situated
12 employees in the State of California,

13 Plaintiff,

14 v.

15 PRIME FINANCE CONSULTING, INC., a
16 California Corporation; HANIEH JODAT, an
17 individual; SHAHIN JOUDAT, an individual,
18 and DOES 1 to 50, inclusive,

19 Defendants.
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) CASE NO.: 30-2020-01134584-CU-OE-CXC
)
) ASSIGNED FOR ALL PURPOSES TO:
) HON. RANDALL J. SHERMAN
)
)
) **[PROPOSED] ORDER FOR**
) **PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT AND**
) **FOR PROVISIONAL CLASS**
) **CERTIFICATION FOR SETTLEMENT**
) **PURPOSES ONLY**
)
) Reservation Number: 73496347
) Date: April 9, 2021
) Time: 10:00 a.m.
) Courtroom: CX-105
)
) Complaint Filed: February 26, 2020
) FAC Filed: June 18, 2020

1 On April 9, 2021, the Honorable Randall J. Sherman. considered Plaintiff KALVYN
2 ESCOBAR (“Plaintiff” or “Class Representative”) unopposed Motion for Preliminary Approval of
3 Class Action Settlement and Provisional Class Certification for Settlement Purposes only, the Joint
4 Stipulation of Class Action Settlement (“Settlement Agreement”), the Notice of Class Action
5 Settlement, and the documents submitted in support of this Motion. Having considered the Motion
6 and all supporting legal authorities and documents, the Court orders as follows:

7 **IT IS HEREBY ORDERED THAT:**

8 1) This Order incorporates by reference the definitions in the Settlement Agreement including
9 Addendum # 1, attached as Exhibit “1” to the Supplemental Declaration of Natalie Mirzayan, and all
10 terms defined therein shall have the same meaning in this Order as set forth in the Settlement
11 Agreement;

12 2) The Court GRANTS Preliminary Approval of the proposed Class Action Settlement in this
13 Litigation;

14 3) For Settlement purposes only, the Court certifies the following Class: “All current and former
15 employees, who were employed by Defendants in the State of California between February 26, 2016
16 through the Preliminary Approval in the position of Student Loan Advisors, Student Loan Processors,
17 or similar positions”;

18 4) The Court preliminarily appoints Plaintiff, Kalvyn Escobar, as the Class Representative, and
19 Natalie Mirzayan of Law Offices of Natalie Mirzayan as Class Counsel;

20 5) The Court hereby preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Settlement Agreement. The Court finds that on a preliminary basis the
22 Settlement appears to be within the range of reasonableness of settlement that could ultimately be
23 given final approval by the Court. It appears to the Court on a preliminary basis that the Settlement
24 amount is fair, adequate, and reasonable as to all potential Settlement Class Members when balanced
25 against the probable outcome of further litigation relating to liability and damages issues. It further
26 appears to the Court that the Settlement at this time will avoid substantial prolonged and costly
27 litigation, as well as the risks that would be presented by further prosecution of the Litigation. It
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1 further appears that the Settlement has been reached as the result of intensive, non-collusive, arms-
2 length negotiations;

3 6) The Court approves, as to form and content, the Notice of Class Action Settlement, attached
4 as Exhibit “2” to the Supplemental Declaration of Natalie Mirzayan;

5 7) The Court directs the mailing of the Notice of Class Action Settlement by first-class mail to
6 the Class Members in accordance with the schedule and procedure set forth in the Settlement
7 Agreement and this Order. The Court finds that the procedure meets the requirements of due process,
8 provides the best notice practicable under the circumstances, and constitutes due and sufficient notice
9 to all persons entitled to notice;

10 8) The Court hereby preliminarily approves the definition and disposition of the Gross
11 Settlement Amount of One Hundred Ninety Thousand Dollars (\$190,000.00) to resolve all claims,
12 fees and costs relating to the Settlement, inclusive of all Net Settlement Payments to the Settlement
13 Class, the enhancement award to Plaintiff, fees and costs to the Settlement Administrator, attorneys’
14 fees and costs awarded to Class Counsel, payment of PAGA penalties to the LWDA, and the
15 employer portion of payroll taxes and unemployment insurance obligations;

16 9) The Court preliminarily approves the Enhancement Award payment to the Class
17 Representative of Ten-Thousand Dollars (\$10,000.00) to be paid from the Gross Settlement Amount
18 (“Class Representative Incentive Payment”);

19 10) The Court preliminarily approves an award of for (a) attorneys’ fees in an amount up to 40%
20 of the Gross Settlement Amount or Seventy-Six Thousand Dollars (\$76,000.00) and (b) actual costs
21 not to exceed \$8,000.00 to Class Counsel to be paid out of the Gross Settlement Amount upon an
22 application by Class Counsel to the Court seeking an award of attorneys’ fees and costs;

23 11) The Court preliminarily approves the payment of Fifteen-Thousand Dollars (\$15,000.00) as
24 payment of PAGA penalties, of which 75% or \$11,250.00 will be paid to the Labor Workforce
25 Development Agency (“LWDA”) of the State of California, and the remaining \$3,750.00, which
26 represents twenty-five percent (25%), to become part of the Net Settlement Amount and distributed
27 to the Participating Class Members on a pro-rata basis based on the total number of Compensable
28 Workweeks as described in the Settlement Agreement;

1 12) The Court confirms the appointment of Phoenix Class Action Administration Solutions as
2 the Settlement Administrator and payment of the costs of administration of the Settlement for an
3 amount estimated not to exceed \$3,000.00 to be paid from the Gross Settlement Amount (“Settlement
4 Administration Costs”);

5 13) The Court directs Defendants to produce to the Settlement Administrator with the “Class
6 List” for Class Members which contains the dates of employment and total workweeks for each Class
7 Member. At the same time, Defendants shall provide the Settlement Administrator with current
8 contact information (i.e., last known addresses, telephone numbers and Social Security numbers),
9 and any other information that the Settlement Administrator reasonably requires to identify Class
10 Members 14 calendar days after the Court grants preliminary approval of this Settlement;

11 14) The Settlement Administrator shall mail, by U.S. first class mail, the Notice Packet to
12 Class Members within fourteen (14) calendar days of receipt of the Class List from Defendants. The
13 Settlement Administrator shall, no later than forty-five (45) calendar days prior to the Final Approval
14 Hearing, provide counsel for Defendants and Class Counsel with a declaration attesting to the
15 completion of the Notice process, as set forth in the Settlement Agreement, including an explanation
16 of efforts to resend of any returned Notices, as well, opt-outs, objections and deficiencies which the
17 Settlement Administrator received;

18 15) The deadline for submitting Requests for Exclusion from the settlement shall be forty-five
19 (45) calendar days from the date on which the Notice Packets are mailed to Class Members;

20 16) The deadline to file written objections to the class settlement shall be fort-five (45)
21 calendar days after the date which the Notice Packet is mailed to Class Members;

22 17) Class Counsel and Counsel for Defendants shall file any responses to any written
23 objections submitted to the Court at least seven (7) calendar days before the Final Fairness and
24 Approval Hearing;

25 18) The Final Approval Hearing shall be held with the Court on _____, approximately
26 120 days following the Court's granting of preliminary approval of the class settlement, at 10:00 a.m.
27 in Department CX-105 of the above-entitled Court to determine (1) whether the proposed settlement
28 is fair, reasonable and adequate and should be finally approved by the Court; (2) the amount of

1 attorneys' fees and costs to award Class Counsel; (3) the amount of incentive award to the Class
2 Representative; and (4) costs for class administration;

3 19) In the event the Settlement does not become effective in accordance with the terms of the
4 Settlement, or the Settlement is not finally approved, or is terminated, cancelled or fails to become
5 effective for any reasons, this Order shall be rendered null and void and shall be vacated, and the
6 Parties shall revert to their respective positions as of the commencement of the Litigation. The
7 Parties will be free to assert any claim or defense that could have been asserted at the outset of the
8 Litigation.

9 20) Pursuant to C.C.P. §664.6, the Court retains jurisdiction to enforce the terms of this
10 Settlement.

11
12 **IT IS SO ORDERED.**

13
14 Dated: _____

Honorable Randall J. Sherman