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PRIME FINANCE CONSULTING, INC., HANIEH
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER

KALVYN ESCOBAR, individually and on	)	CASE NO.: 30-2020-01134584-CU-OE-CXC
behalf of all current and former similarly	)	
situated employees in the State of California,	)	ASSIGNED FOR ALL PURPOSES TO: HON.
	)	RANDALL J. SHERMAN
Plaintiff,	)	
	)	SUPPLEMENTAL BRIEF ISO JOINT
v.	)	MOTION FOR PRELIMINARY
	)	APPROVAL OF CLASS ACTION
PRIME FINANCE CONSULTING, INC., a	)	SETTLEMENT; SUPPLEMENTAL
California Corporation; HANIEH JODAT, an	)	DECLARATION OF NATALIE
individual; SHAHIN JOUDAT, an individual,	)	MIRZAYAN IN SUPPORT
and DOES 1 to 50, inclusive,	)	Reservation Number: 73496347
	)	Date: April 9, 2021
	)	Time: 10:00 a.m.
Defendants.	)	Courtroom: CX-105
	)	
	)	Complaint Filed: February 26, 2020
	)	FAC Filed: June 18, 2020
	)	
	)	

I. INTRODUCTION

Plaintiff Kalvyn Escobar (“Plaintiff” or “Class Representative”), on behalf of himself and all other similarly situated, and Defendants Prime Finance Consulting (“PFC”), Hanieh Jodat (“Jodat”), and Shahin Joudat (“Joudat”) (collectively “Defendants”), hereby respectfully submit this Supplemental Brief in Support of their Joint Motion for Preliminary Approval of Class Action Settlement in compliance with the Court’s February 26, 2021 Order¹ (“Order”). The Parties have revised the Joint Stipulation of Class Action Settlement and Release of Claims (“Agreement”) that was filed with the Court on January 27, 2021, to address the Court’s concerns, as described below, and have submitted an amendment to the Settlement Agreement (“Addendum #1 to Agreement”) for the Preliminary Approval hearing set for April 9, 2021.

The topic headings set forth below track the issues identified by the Court as set forth in the Order. A true and correct copy of the Agreement and Addendum # 1 to Agreement is attached as Exhibits “2A-2B” to the Supplemental Declaration of Natalie Mirzayan (“Mirzayan Supp. Decl.”, ¶ 3. The red-lined version of the Agreement, tracking edits from the original Agreement, which are implemented in the Addendum # 1 to Agreement, is attached as Exhibit “3” to Mirzayan Supp. Decl., ¶ 4.

II. PARAGRAPH 12(M)

The Parties have amended the Agreement to resolve the ambiguity in paragraph 12(M) relating to the Class size increase. Specifically, the Addendum #1 to Agreement states:

Settlement Class, Class and Class Members. For settlement purposes only, the Parties agree to the certification of a class (“Class Members,” “Class” or “Settlement Class”) pursuant to California Code of Civil Procedure section 382 defined as: All current and former employees, who were employed by Defendants in the State of California during the Class Period in the position of Student Loan Advisors, Student Loan Processors, or similar positions. Defendants have identified that the Class size is approximately 32 employees. If, at the time of the Preliminary Approval, the Class size increases by more than 10% (meaning 36 or more Class Members), Defendants agree to proportionally increase the Gross Settlement Amount. For example, if at the time of the Preliminary Approval, the Class size increases by 10% to 36 employees, Defendants must increase the Gross Settlement Amount by 10% to \$209,000.00. If the Class size increases by 30% to

¹ For the Court’s convenience with review, a true and correct copy of the February 26, 2021 Order is attached as Exhibit “1” to the Supplemental Declaration of Natalie Mirzayan filed herewith, ¶ 2.

42 Class Members, then Defendants must increase the Gross Settlement amount by 30% to \$247,000.00. Defendants shall pay the Gross Settlement Amount to the Settlement Administrator within five (5) business days of the Settlement Effective Date.

Mirzayan Supp. Decl., ¶ 5.

III. PARAGRAPH 28 ON P. 23

The Parties amended paragraph 28 on p. 23 to address the Court's concern regarding timeline for submitting the Administrator's declaration prior to the Final Approval Hearing. Specifically, the Addendum #1 to Agreement states:

Proof of Class Members' Responses. By not later than 75 calendar days after the initial mailing of the Notice of ClassIV Action Settlement and Request for Exclusion, the Settlement Administrator will prepare and submit a declaration attesting to (by number of relevant individuals) its mailing of the Notice of Class Action Settlement, its inability to deliver any mailing due to invalid addresses, and its receipt of valid Requests for Exclusion.

Mirzayan Supp. Decl., ¶ 6.

IV. PARAGRAPH 29 ON P. 23

The Parties amended paragraph 29 on p. 23 to comply with CRC Rule 3.769(h). Specifically, the Addendum #1 to Agreement states:

Binding Effect of Settlement. Although some Class Members might not receive or timely submit the Notice of Class Action Settlement or the Request for Exclusion, as provided under this Settlement and Agreement, due to inability to locate their current address following the procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the terms of this Settlement and Agreement and the Judgment made and entered by the Court with Prejudice.

Mirzayan Supp. Decl., ¶ 7.

V. CORRECTIONS TO CLASS NOTICE AND AGREEMENT

a) The typo in the Class Notice on p.1, has been corrected.

b) The Class Notice on p. 4, § 6 and ¶ 9 on pp. 16-17 of the Agreement have been changed from "will be permanently enjoyed and forever barred" to "will be barred as a matter of law."

c) The Opt-out Form has been changed from "file this Request for Exclusion with Phoenix Class Action Administration Solutions" to "mail this Request for Exclusion to Phoenix Class Action

1 Administration Solutions at [INSERT ADDRESS]. Phoenix Class Action Administration Solutions
2 will insert the address prior to mailing of the Class Notice.

3 d) All references to Final Fairness and Approval Hearing in the Class Notice have been changed
4 to “Final Approval Hearing”. Additionally, the time of the Final Approval Hearing has been added.

5 e) Both the Class Notice as well as the Agreement reflect that Aggrieved Employees in a PAGA
6 action may not opt-out of a PAGA settlement and are bound by the PAGA release. Specifically, the
7 Class Notice now states in § 7(c):

8 The proposed settlement includes the settlement claims for civil penalties under PAGA.
9 Class Members may not request exclusion from the Settlement of PAGA claims. Thus, if
10 the Court approves this Settlement, then even if you request exclusion from the Settlement,
11 you still will receive an Individual Settlement Share for the PAGA claims and will be
12 deemed to have released the PAGA claims. A Request for Exclusion will preserve your right
13 to individually pursue only the remaining class claims.

14 The now Agreement states in ¶22, page 21:

15 However, because the proposed Settlement includes the settlement of claims for civil
16 penalties under PAGA, Class Members may not request exclusion from the Settlement of
17 PAGA claims. Thus, if the Court approves this Settlement, and even if a Class Member
18 submits a Request for Exclusion from the Settlement, the Class Member will receive an
19 Individual Settlement Share for the PAGA claims only and will be deemed to have released
20 the PAGA claims. A Request for Exclusion will only preserve a Class Member’s right to
21 individually pursue only the remaining Released Claims.

22 Mirzayan Supp. Decl., ¶ 8.

23 **V. CONCLUSION**

24 The Parties have fully complied with every instruction provided by the Court and
25 respectfully request the Court to Preliminarily Approve the proposed class action settlement,
26 sign the proposed Order, including to approve and authorize the mailing of the proposed
27 Notice Packet submitted herewith, and to set a date for the Final Approval Hearing.
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MIRHOSSEINI LAW GROUP

Dated: March23, 2021

Ali R. Mirhosseini

Ali Mirhosseini, Esq.

Tina Starr, Esq.

Attorney for PRIME FINANCE
CONSULTING, INC., HANIEH JODAT,
and SHAHIN JOUDAT

Dated: March24, 2021

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