

1
2
3
4
5
6
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 employees in the State of California,

12 Plaintiff,

13 v.

14
15 PRIME FINANCE CONSULTING, INC., a
16 California Corporation; HANIEH JODAT, an
individual; SHAHIN JOUDAT, an individual,
17 and DOES 1 to 50, inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

CASE NO.: 30-2020-01134584-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO: HON.
RANDALL J. SHERMAN

**[PROPOSED] ORDER FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FOR
PROVISIONAL CLASS
CERTIFICATION FOR SETTLEMENT
PURPOSES ONLY**

Date: August 6, 2021
Time: 10:00 a.m.
Courtroom: CX-105

Complaint Filed: February 26, 2020
FAC Filed: June 18, 2020

1 The parties have submitted their Stipulation for Class Action Settlement, inclusive of
2 Addendum 1, (“Settlement Agreement”), which this Court preliminarily approved in its April 9, 2021
3 Order for Preliminary Approval of Class Action Settlement, (the “Preliminary Approval Order”). In
4 accordance with the Preliminary Approval Order, Settlement Class Members have been given
5 adequate notice of the terms of the Settlement Agreement and their right to participate in, object to,
6 or opt-out of the settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by the
8 parties, the application of final approval of the Settlement Class Counsel’s attorneys’ fees and
9 reimbursement of costs, the application for an incentive award for the Settlement Class
10 Representative, and the evidence and argument received by the Court at the Final Approval Hearing
11 on August 6, 2021, the Court **GRANTS** final approval of the settlement; and therefore, **IT IS**
12 **HEREBY ORDERED THAT:**

13 1) This Order incorporates by reference the definitions in the Settlement Agreement, attached
14 as Exhibit “1” to the Declaration of Natalie Mirzayan, and all terms defined therein shall have the
15 same meaning in this Order as set forth in the Settlement Agreement;

16 2) The Settlement Class covered by this Order is defined as all current and former employees,
17 who were employed by Defendants in the State of California between February 26, 2016 through
18 April 9, 2021 in the position of Student Loan Advisors, Student Loan Processors, or similar positions.

19 3) The Settlement Agreement and the Notice to the Class are available on the Court’s website
20 <https://www.occourts.org/online-services/case-access/>, ROA 59 (Settlement Agreement), ROA 74
21 and 76 (Addendum #1), ROA 84 (Order for Preliminary Approval of Class Action Settlement and
22 Provisional Class Certification for Settlement Purposes Only).

23 4) Pursuant to this Court’s Preliminary Approval Order, a Notice of Class Action Settlement
24 “Notice Packet” were sent to each known Settlement Class Member by first-class mail. These papers
25 informed Settlement Class Members of the terms of the settlement, their right to participate in, object
26 to, or opt-out of the settlement to pursue their own remedies, and their right to appear in person or
27 by counsel at the Final Approval Hearing to be heard regarding approval of the settlement. Adequate
28

1 periods of time were provided by each of these procedures. Zero Settlement Class Members filed
2 written objections to the settlement as part of this notice process or stated his or her intent to appear
3 at the Final Approval Hearing.

4 5) Zero Class Members submitted a valid written request to opt-out of the Settlement.

5 6) The Court finds and determines that this notice procedure afforded adequate protections to
6 Settlement Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the settlement based on the responses of Settlement Class Members. The Court
8 finds and determines that the notice provided in this case was the best notice practicable, which
9 satisfied the requirements of law and due process.

10 7) For the reasons stated in the Court's Preliminary Approval Order (ROA 84), the Court finds
11 and determines that the proposes Settlement Class, as defined in the Settlement Agreement, meets
12 all the legal requirements for class certification, and it is hereby ordered that the Settlement Class is
13 finally approved and certified as a class for purposes of settlement of this action.

14 8) The Court further finds and determines that the terms of the settlement are fair, reasonable,
15 and adequate to the Settlement Class and to each Settlement Class Member. The settlement
16 adequately compensates Plaintiff and members of the Settlement Class for all violations that were
17 alleged, in the class action complaint styled as "First Amended Class Action Complaint," as stated
18 in the Released Claims (as defined in the Settlement Agreement). Accordingly, the Settlement Class
19 Members shall be bound by the Settlement Agreement, the settlement is ordered finally approved,
20 and all terms and provisions of the Settlement Agreement should be and hereby are ordered to be
21 consummated.

22 9) The Court finds and determines that the payments to be made to the Settlement Class
23 Members as provided in the Settlement Agreement are fair and reasonable. The Court hereby grants
24 final approval to and orders the payment of those amounts to be made to the Settlement Class
25 Members out of the Gross Settlement Amount of One Hundred and Ninety Thousand Dollars
26 (\$190,000.00) in accordance with the terms of the Settlement Agreement. The Employer's payroll
27

1 taxes and unemployment insurance obligations, as defined in the Settlement Agreement and granted
2 preliminary approval, will also be paid from the Gross Settlement Amount.

3 10) The Court hereby grants and approves the application presented by Class Counsel Natalie
4 Mirzayan of Law Offices of Natalie Mirzayan for an award of attorneys' fees in the amount of
5 Seventy-Six Thousand Dollars (\$76,000.00), which represents 40% of the Gross Settlement Amount
6 to be paid in accordance with the terms of the Settlement Agreement.

7 11) The Court hereby grants and approves the application presented by Class Counsel for an
8 award of costs in the amount of \$4,753.14 to be paid in accordance with the terms of the Settlement
9 Agreement.

10 12) The Court hereby grants and approves the application presented by the Class Representative
11 for an Enhancement Award in the amount of Ten Thousand Dollars (\$10,000) for Plaintiff Kalvyn
12 Escobar, to be paid in accordance with the terms of the Settlement Agreement.

13 13) The Court hereby approves the allocation of Fifteen-Thousand Dollars (\$15,000.00), pursuant
14 to the California Labor Code sections 2698, *et seq.*, the California Labor Code Private Attorneys
15 General Act of 2004 ("PAGA"), for the release of Settlement Class Members' PAGA claims.
16 Eleven-Thousand Two-Hundred and Fifty Dollars (\$11,250.00) representing seventy-five percent
17 (75%) shall be paid to the California Labor and Workforce Development Agency ("LWDA") and
18 the remaining \$3,750.00, which represents twenty-five percent (25%), to become part of the Net
19 Settlement Amount and distributed to the Participating Class Members on a pro-rata basis based on
20 the total number of Compensable Workdays as described in the Settlement Agreement.

21 14) The Court hereby grants and approves the application for payment of costs of administration
22 of the Settlement in the amount of Three Thousand Dollars (\$3,000.00) for fees and expenses of
23 Phoenix Class Action Administration Solutions, the Settlement Administrator approved by the Court
24 to be paid from the Gross Settlement Amount ("Settlement Administration Costs").

25 15) Upon completion of administration of the Settlement, the Settlement Administrator will
26 provide written certification of such completion to the Court and counsel for the parties within ten
27 (10) business days of such completion.

1 16) As set forth in the Settlement Agreement, upon the date of execution of this Order, the
2 members of the Settlement Class, including the Settlement Class Representative, and each of their
3 respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees,
4 spouses, or guardians, hereby fully, finally, and forever waive, release, settle, compromise,
5 relinquish, and discharge each of the Defendants Prime Finance Consulting, Inc., Hanieh Jodat, and
6 Shahin Joudat (“Defendants”), each of Defendants’ respective parents, subsidiaries, affiliates, related
7 entities, predecessors or successors in interest, and each of their respective owners, officers, directors,
8 shareholders, partners, members, managing agents, employees, consultants, attorneys, joint
9 venturers, agents, successors, assigns, insurers, or reinsurers or any of them, and other related persons
10 and entities ("Released Parties"), from any and all claims, charges, complaints, controversies, suits,
11 causes of action, rights, debts, liabilities, costs, losses, demands, damages, judgments, obligations,
12 equitable relief, or expenses of any kind, whether known or unknown, suspected or unsuspected,
13 including any claims for statutory or other attorneys' fees and costs (collectively “Claims”), arising
14 out of or derived from state or local law or federal law (including the FLSA), which were or could
15 have been asserted based upon the facts alleged in the Litigation by Plaintiff and the Settlement Class
16 in the Litigation based upon alleged violations of California Labor Code sections 201, 202, 203, 226,
17 226.7, 221, 224, 225, 226.8, 245.5-249, 450, 510, 512, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1,
18 1198, 2699, *et seq.*, 2750.3, and 2802, and any applicable Wage Orders applying those Labor Code
19 sections, and Business and Professions Code section 17200, *et seq.*, and from any and all Claims
20 arising out of or derived from state or local law or federal law (including the FLSA), which were
21 alleged or could have been alleged based on the factual allegations pled in the Litigation relating to
22 the Covered Claims, for the period from February 26, 2016 through the April 9, 2021 (the “Release”).
23 The Release shall be fully binding on each and every Class Member regardless of whether the Class
24 Member receives an Individual Settlement Payment, provided, however, that the Release shall not
25 include the release of claims under the FLSA unless the Class Member actually cashes his or her
26 Individual Settlement Payment. In addition, all Class Members will be barred as a matter of law from
27 prosecuting any and all Covered Claims against the Released Parties. Specifically excluded from
28

1 this release are claims that cannot be waived as a matter of law, including claims for workers'
2 compensation and unemployment insurance benefits.

3 1) The parties are hereby ordered to comply with the terms of the Settlement Agreement.

4 2) The Court approves the named plaintiff, Kalvyn Escobar, as Class Representative.

5 3) The Court approves Natalie Mirzayan of the Law Offices of Natalie Mirzayan as Class
6 Counsel.

7 4) The Court approves Phoenix Class Action Administration Solutions as the Class
8 Administrator.

9 5) Phoenix Class Action Administration Solutions shall maintain in operation the Toll-Free
10 Number provided on the Notice Packet for 180 days from the date this Order is signed to provide
11 notice of the final Judgment to any Class Member inquiring about the Settlement.

12 6) The Final Accounting hearing is set _____ at _____ a.m. in Department
13 CX105.

14 7) Without affecting the finality of this Final Order in any way, this Court retains jurisdiction
15 pursuant to California Rules of Court, Rule 3.769(h), and C.C.P. §664.6 of all matters relating to the
16 interpretation, administration, implementation, effectuating and enforcement of this Order and the
17 Settlement Agreement and judgment for all purposes.

18
19 **IT IS SO ORDERED.**

20
21 Dated: _____

22 HONORABLE RANDALL J. SHERMAN
23
24
25
26
27
28