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KENTOYA MITCHELL and DANA
MILES, individually, and on behalf of
all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

KENTOYA MITCHELL and DANA MILES,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

PACIFIC INVESTMENT & MANAGEMENT,
INC., a California Corporation; PREMIER
INVESTORS GROUP, INC., a California
Corporation; LINCOLN PETROLEUM INC., a
California Corporation; FARHAD
GHADOOSHAHY, a natural person; FARZAN
GHADOOSHAHY, a natural person; and DOES
3 through 50, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

08/05/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

Case No.: 20STCV43188

*[Assigned for all purposes to the Hon. Elihu
M. Berle, Dept. SSC-6]*

**~~PROPOSED~~ AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND JUDGMENT
THEREON**

Complaint filed: November 10, 2020
FAC filed: August 26, 2021
SAC filed: December 2, 2021
Trial date: None set

[PROPOSED] ORDER AND FINAL JUDGMENT

Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement ("Motion for Final Approval") came before this Court on May 26, 2023, at 2:00 p.m. in *Mitchell, et al. v. Pacific Investment & Management, Inc., et al.*, Los Angeles Superior Court, Case No. 20STCV43188 (the "Action").

On June 2, 2023, the Court granted final approval of the class action settlement and entered a Final Order and Judgment. Pursuant to the Court's directive on July 18, 2024, this Amended Order and Final Judgment addresses the requirement for Plaintiffs' counsel to secure court approval for the administrative costs associated with a second distribution of settlement checks. This distribution is intended for Class Members who did not cash their checks by the June 12, 2024 deadline.

Having fully reviewed the Motion for Final Approval and declarations filed in support thereof, including the parties' Revised Settlement and Release Agreement ("SA" or "Settlement") attached as Exhibit 1 to the Declaration of Taras Kick, and good cause appearing, THE COURT HEREBY ORDERS AS FOLLOWS:

1. Plaintiff's Motion for Final Approval was granted on June 2, 2023, and Judgment was entered as stated herein.

2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs Kentoya Mitchell and Dana Miles ("Plaintiff"), Settlement Class Members and Defendants Pacific Investment & Management, Inc., Premier Investors Group, Inc., and Lincoln Petroleum Inc. ("Defendants"), and finally certifies and binds the following Settlement Class Members and Settlement Class:

All current or former non-exempt employees who worked in California for Defendants and/or any of the Fueling Stations during the period from November 10, 2016, to April 1, 2022 ("Class Period").

and finally binds the State of California as to the following PAGA aggrieved employees:

All Settlement Class Members who worked for Defendants or any of the retail gasoline stations under the common ownership, management and/or corporate control of Defendants Farhad Ghadooshahy and/or Farzan Ghadooshahy, including the retail gasoline stations owned and/or operated by PFG Guadalupe Inc., PFG Arroyo Grande Inc., PFG Buellton Inc., Pacific Chevron, Wilshire Chevron, Santa Monica & 14th, Brentwood Petroleum Inc., Culver Investment Corp., Westwood Petroleum Inc., Laguna Beach Oil Inc., Main St Fuels Inc., OC Fuels Inc., Buena Park Oil, PFG Ontario Inc., San Diego Oil Inc., Park Petroleum Inc., Chula Vista Inc., PFG San Diego Inc., PFG San Ysidro Inc. (the "Fueling Stations"), during the

1 period from from September 1, 2019, to April 1, 2022 (the “Aggrieved
2 Employees”).

3 3. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of
4 Court and Labor Code §§ 2698, *et seq.* (“PAGA”), this Court now grants final approval of the Settlement
5 as set forth in the Settlement Agreement and enters this Final Judgment under which Plaintiffs,
6 Participating Class Members and the State of California, California Labor and Workforce Development
7 Agency (“LWDA”), shall take nothing from Defendants, except as expressly set forth herein.

8 4. The Court finds that Plaintiffs have adequately represented the Class and finally appoints
9 Plaintiffs as Class Representatives.

10 5. The Court finds that Taras Kick and Greg Taylor of The Kick Law Firm, APC have
11 adequately represented the Class and finally appoints them as Class Counsel.

12 6. The Court finds that the Settlement that has been reached is the result of non-collusive,
13 arm’s-length negotiations. The Court finds that the Settlement is, in all respects, fair, reasonable, and
14 adequate to the Class when balanced against the probable outcome of extensive and costly litigation.
15 Substantial investigation and research have been conducted such that counsel for the Parties are reasonably
16 able to evaluate their respective positions. It appears to the Court that Settlement will avoid substantial
17 additional costs by all parties, as well as the delay and risk that would be presented by further prosecution
18 of the Action.

19 7. The Court determines that the Parties complied with the distribution of the Class Notice in
20 the manner and form set forth in the Preliminary Approval Order and that, as a result, the Class Notice
21 provided to the Class was the best notice practicable under the circumstances, constituted due and
22 sufficient notice to all persons entitled to such notice and that all absent Settlement Class Members have
23 been given the opportunity to participate fully in the claims exclusion and the approval process.

24 8. Simpluris, Inc., the Court-appointed Settlement Administrator, received no objections in
25 response to the Class Notice and no requests for exclusion from the Settlement (i.e., opt-out requests), as
26 identified in the Supplemental Declaration of Evelin Reyes in Support of Plaintiff’s Unopposed Motion
27 for Final Approval of Class and PAGA Action Settlement, dated February 28, 2023 (“Supp. Reyes Decl.”).
28 Further, according to the Supp. Reyes Decl., the Settlement Administrator received no workweek/pay

1 period disputes regarding the calculations of Settlement Class Members' credited workweeks and pay
2 periods. The Court finds that the reaction of the Class to the Settlement was overwhelmingly favorable.

3 9. Additionally, based on the Supplemental Declaration of Evelin Reyes in Support of
4 Plaintiff's Unopposed Motion for Final Approval of Class and PAGA Action Settlement, dated May 17,
5 2023, class workweeks total 52,757.25, and therefore the Settlement's escalator clause is not triggered.

6 10. Plaintiff and all Participating Class Members, shall have, by operation of this Order and
7 Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all
8 Released Claims, as set forth in the Settlement Agreement, effective upon full payment by Defendants per
9 the terms of the Settlement Agreement.

10 11. The State of California, by and through Plaintiff Mitchell, who is a PAGA Representative,
11 shall have, by operation of this Order and the accompanying judgment, fully, finally and forever released,
12 relinquished, and discharged Released Parties from all PAGA Claims set forth in the Settlement
13 Agreement as they relate to the PAGA Settlement, effective upon full payment by Defendants per the
14 terms of the Settlement Agreement.

15 12. The Settlement is not an admission by Defendants of the merits of any claim in the Action
16 or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any
17 action taken to carry out this Settlement Agreement, shall be (a) construed as or used as an admission of
18 liability or an admission that any of Defendants' defenses in the Action are with or without merit, or (b)
19 disclosed, referred to, or offered in evidence against Defendant in any further proceeding except for
20 purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and
21 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by
22 the Settlement.

23 13. The Court approves the Gross Settlement Amount, as set forth in the Settlement
24 Agreement, of one million, six hundred twenty-four thousand dollars and zero cents (\$1,624,000.00) and
25 the employer-side payroll taxes, which shall be non-reversionary and which shall include (1) Individual
26 Class Settlement Payments to the Participating Class Members; (2) LWDA PAGA payment to the
27 California Labor and Workforce Development Agency ("LWDA"); (3) Individual PAGA Settlement
28 Payments to the Aggrieved Employees; (4) Attorneys' Fees and Litigation Costs to Class Counsel; (5)

1 Class Representative Service Payment to Plaintiff; and (6) Administration Costs to the Settlement
2 Administrator, payable under this Settlement in keeping with the subparagraphs below:

3 a. Individual Class Settlement Payments to Participating Class Members. The Court
4 hereby approves the methodology used to calculate Participating Class Members' Individual Class
5 Settlement Payments amount as detailed in the Settlement Agreement and approves payments of those
6 amounts to Participating Class Members as Individual Class Settlement Payments for their individual
7 releases of the Released Claims.

8 b. PAGA Payment to the LWDA. The Court hereby approves the payment of fifty-six
9 thousand, two hundred and fifty dollars and zero cents (\$56,250.00) to the California Labor Workforce
10 Development Agency as 75% of the total PAGA Penalties.

11 c. Individual PAGA Settlement Payments to the Aggrieved Employees. The Court
12 hereby approves the methodology used to calculate each Aggrieved Employee's Individual PAGA
13 Settlement Payment amount as detailed in the Settlement Agreement and approves payments of eighteen
14 thousand, seven hundred and fifty dollars and zero cents (\$18,750.00) in aggregate for all Aggrieved
15 Employees and approves payments of those amounts to Aggrieved Employees as Individual PAGA
16 Settlement Payments.

17 d. Attorneys' Fees to Class Counsel. The Court hereby grants Plaintiff's and Class
18 Counsel's attorneys' fee request for five hundred forty-one thousand, three hundred and thirty-three
19 dollars and thirty-three cents (\$541,333.33) or one-third (1/3) of the Gross Settlement Amount as Class
20 Counsel Fees Payment payable to Class Counsel because the Court determines that the award of such
21 fees is fair and reasonable in recognition of Class Counsel's diligent representation of Plaintiff and Class
22 Members and the contingent risks Class Counsel undertook in litigating the Action. The Court finds that
23 Class Counsel's request for attorneys' fees is reasonable under the common fund method in light of the
24 benefit obtained for the Class. The Court finds that Class Counsel's hourly rates are reasonable and in
25 line with rates prevailing in the community. The Court further finds that the number of hours Class
26 Counsel spent prosecuting the Action is reasonable. Accordingly, the Court finds that Class Counsel's
27 request for attorneys' fees is also reasonable under the lodestar method.
28

1 e. Litigation Expenses Payment to Class Counsel. The Court hereby grants Plaintiff's
2 and Class Counsel's litigation costs request for twenty-four thousand, six hundred and ninety-four dollars
3 and twenty-three cents (\$24,694.23) to Class Counsel for reimbursement of Class Counsel's reasonable
4 litigation expenses incurred in litigating and resolving the Action as a Litigation Cost award because the
5 Court determines that the award of such costs is fair and reasonable.

6 f. Class Representative Service Payment to Plaintiff. The Court hereby approves the
7 payment of seven thousand, five-hundred dollars and zero cents (\$7,500.00) each to Plaintiffs Mitchell
8 and Miles as a Class Representative Service Payment, separate and apart from any amounts due to
9 Plaintiffs as Individual Class Settlement Payments and Individual PAGA Settlement Payments.

10 g. Administration Costs to the Settlement Administrator. On June 2, 2023, the Court
11 approved a payment of nine thousand, six hundred dollars and zero cents (\$9,600.00) to the Settlement
12 Administrator for settlement administration tasks in accordance with the Settlement Administrator's "not
13 to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement. The
14 Court hereby approves an additional payment of two thousand, nine hundred eighty-four dollars and zero
15 cents \$2,984.00 to the Settlement Administrator to redistribute new checks, along with a written notice,
16 to those members of the Class who failed to cash their checks, as described at paragraph 15 below.

17 14. On June 2, 2023, the Court hereby approved the plan for transferring uncashed Individual
18 Class Settlement Payment and Individual PAGA Settlement Payment checks to the 501(c)(3) non-profit
19 Public Citizen Foundation, if any such checks remain uncashed after the check cashing deadline. If a
20 Participating Class Member failed to receive or cash his or her Individual Class Settlement Payment
21 check or Individual PAGA Settlement Payment, then the affected Participating Class Member shall be
22 deemed bound to the Settlement, nonetheless. The check cashing period expired on June 12, 2024, and
23 as of July 18, 2024, there remained unclaimed funds totaling \$153,556.86 from 275 uncashed settlement
24 checks.

25 15. On July 18, 2024, the Court addressed the unclaimed funds amounting to \$153,556.86 from
26 275 uncashed checks. To give Participating Class Members another opportunity to claim their funds, the
27 Court ordered Plaintiffs coordinate with the Settlement Administrator, Simpluris, to redistribute new
28 checks to the Participating Class Members who did not cash their settlement checks by the prior deadline

1 of June 12, 2024, excluding those with invalid mailing addresses. The Court ordered Plaintiffs to obtain
2 Court prior for the additional administration cost prior to redistribution.

3 16. The Court has been informed that Simpluris requires an additional cost of \$2,984.00 to
4 carry out the second distribution of checks and notice. The Court hereby approves this expense and orders
5 Simpluris to complete the distribution within 14 days of the date of this Amended Order and Final
6 Judgment. A new deadline for cashing these checks is set for 180 days from the mailing date. Participating
7 Class Members who fail to receive or cash their checks within this period will still be deemed bound by
8 the terms of the Settlement.

9 17. The Court directs and authorizes Counsel for the Parties to utilize all reasonable procedures
10 in connection with the further administration of the Settlement that are not materially inconsistent with
11 either this Order or the terms of the Settlement Agreement.

12 18. Should any funds remain unclaimed 180 days following the completion of the second
13 distribution, the Court hereby orders Simpluris to transfer the unclaimed funds to the cy pres recipient,
14 Public Citizen Foundation. This transfer must occur within 30 days of the check stale date.

15 19. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise
16 provided for in this Order or in the Settlement Agreement and as later approved by the Court.

17 20. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over
18 all matters related to the administration and consummation of the Settlement and any claims, asserted in,
19 arising out of, or related to the subject matter of the Action including, but not limited to, all matters
20 related to the final distribution of Settlement funds and the determination of all controversies relating
21 thereto.

22 21. A status conference re distribution is set for September 24, 2024, at 9:00 a.m. The Court
23 orders Class Counsel to file a status report no later than September 17, 2024, as to the distribution of
24 checks and notice and compliance with this Amended Judgment.

25 22. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the
26 California Rules of Court, this Court GRANTED Plaintiff's Motion for Final Approval of Class Action
27 and PAGA Settlement on June 2, 2023, and entered Judgment in accordance with that Order. The Court
28 now issues this Amended Order and Final Judgment, directing Simpluris to redistribute unclaimed funds

1 as detailed above. Should any funds remain unclaimed 180 days following this redistribution, Simpluris
2 is ordered to transfer these unclaimed funds to the cy pres recipient, Public Citizen Foundation.

3 **IT IS SO ORDERED.**



Elihu M. Berle

5 DATED: 8/05/2024

Elihu M. Berle / Judge

6 THE HONORABLE ELIHU M. BERLE
7 JUDGE OF THE SUPERIOR COURT
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On **August 1, 2024**, I served the document(s) described as:

**(PROPOSED) AMENDED ORDER GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT AND JUDGMENT THEREON**

**(PROPOSED) AMENDED ORDER GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT AND JUDGMENT THEREON**

Martin R. Fox (SBN 155783) Svetlana Lukyanov mfox@bleaufox.com slukyanov@bleaufox.com BLEAU FOX, APLC 2801 West Empire Avenue Burbank, California 91504-3214 Telephone: (818) 748-3434	Attorneys for Defendant Pacific Investment & Management, Inc.
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I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Thomas Kronlage