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

FILED
 Superior Court of California
 County of Los Angeles
 06/02/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: M. Fregoso Deputy

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.

Case No.: 20STCV43188

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

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

Date: May 26, 2023
 Time: 2:00 PM
 Dept: SSC-6

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").

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 is hereby granted and Judgment is 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 period from from September 1, 2019, to April 1, 2022 (the "Aggrieved Employees").

3. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now grants final approval of the Settlement as set forth in the Settlement Agreement and enters this Final Judgment under which Plaintiffs,

1 Participating Class Members and the State of California, California Labor and Workforce Development
2 Agency (“LWDA”), shall take nothing from Defendants, except as expressly set forth herein.

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

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

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

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

19 8. Simpluris, Inc., the Court-appointed Settlement Administrator, received no objections in
20 response to the Class Notice and no requests for exclusion from the Settlement (i.e., opt-out requests), as
21 identified in the Supplemental Declaration of Evelin Reyes in Support of Plaintiff’s Unopposed Motion
22 for Final Approval of Class and PAGA Action Settlement, dated February 28, 2023 (“Supp. Reyes Decl.”).
23 Further, according to the Supp. Reyes Decl., the Settlement Administrator received no workweek/pay
24 period disputes regarding the calculations of Settlement Class Members’ credited workweeks and pay
25 periods. The Court finds that the reaction of the Class to the Settlement was overwhelmingly favorable.

26 9. Additionally, based on the Supplemental Declaration of Evelin Reyes in Support of
27 Plaintiff’s Unopposed Motion for Final Approval of Class and PAGA Action Settlement, dated May 17,
28 2023, class workweeks total 52,757.25, and therefore the Settlement’s escalator clause is not triggered.

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

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

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

18 13. The Court approves the Gross Settlement Amount, as set forth in the Settlement
19 Agreement, of one million, six hundred twenty-four thousand dollars and zero cents (\$1,624,000.00) and
20 the employer-side payroll taxes, which shall be non-reversionary and which shall include (1) Individual
21 Class Settlement Payments to the Participating Class Members; (2) LWDA PAGA payment to the
22 California Labor and Workforce Development Agency ("LWDA"); (3) Individual PAGA Settlement
23 Payments to the Aggrieved Employees; (4) Attorneys' Fees and Litigation Costs to Class Counsel; (5)
24 Class Representative Service Payment to Plaintiff; and (6) Administration Costs to the Settlement
25 Administrator, payable under this Settlement in keeping with the subparagraphs below:

26 a. Individual Class Settlement Payments to Participating Class Members. The Court
27 hereby approves the methodology used to calculate Participating Class Members' Individual Class
28 Settlement Payments amount as detailed in the Settlement Agreement and approves payments of those

1 amounts to Participating Class Members as Individual Class Settlement Payments for their individual
2 releases of the Released Claims.

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

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

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

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

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

5 g. Administration Costs to the Settlement Administrator. The Court hereby approves
6 a payment of nine thousand, six hundred dollars and zero cents (\$9,600.00) to the Settlement
7 Administrator for settlement administration tasks in accordance with the Administrator's "not to exceed"
8 bid submitted to the Court in connection with Preliminary Approval of the Settlement.

9 14. The Court hereby approves the plan for transferring uncashed Individual Class Settlement
10 Payment and Individual PAGA Settlement Payment checks to the 501(c)(3) non-profit Public Citizen
11 Foundation. If a Participating Class Member fails to receive or cash his or her Individual Class Settlement
12 Payment check or Individual PAGA Settlement Payment, then the affected Participating Class Member
13 shall be deemed bound to the Settlement, nonetheless.

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

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

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

24 18. An OSC re Compliance is set for January 10, 2024, at 8:30 a.m. The Court orders Class
25 Counsel to file a report no later than January 2, 2024, as to the distribution of funds and compliance with
26 the Judgment, including a declaration from the Administrator.

1 19. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the
2 California Rules of Court, this Court GRANTS Plaintiff's Motion for Final Approval of Class Action
3 and PAGA Settlement, and Judgment is entered in accordance with this Order.

4 **IT IS SO ORDERED.**

5
6 DATED: 6-02-23



Elihu M. Berle

THE HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT
Elihu M. Berle / Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

On May 26, 2023, I served the document(s) described as:

- **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT AND JUDGMENT THEREON**

on the interested parties in this action by sending a true copy thereof to interested parties as follows:

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[✓] **BY E-SERVICE:** I caused the documents to be electronically transmitted to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com, pursuant to the Court's Electronic Case Management Order governing the matter and mandating electronic service to person(s) at the address(es) listed above.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 26, 2023, in Los Angeles, California.

/s/ Dariane Rose
Dariane Rose