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

9 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**
10 **CENTRAL DISTRICT - SPRING STREET COURTHOUSE**

11 KENTOYA MITCHELL and DANA MILES,
12 individually, and on behalf of others similarly
situated and aggrieved,

13 Plaintiffs,

14 vs.

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

19 Defendants.
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Case No.: 20STCV43188

*Assigned for all purposes to the Hon. Elihu M.
Berle, Dept. 6*

**SUPPLEMENTAL MEMORANDUM IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL**

Continued Hearing Date: October 14, 2022
Continued Hearing Time: 10:00 a.m.
Department: SSC-6

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

On August 25, 2022, at 9:00 a.m., the Court, Department 6, the Honorable Elihu M. Berle presiding, in the matter of *Mitchell, et al. v. Pacific Investment & Management, Inc., et al.*, Case No. 20STCV43188, held a hearing on Plaintiffs’ unopposed Motion for Preliminary Approval of Class and Representative Action Settlement. At the hearing, the Court, ordered that the following revisions be made to the proposed Settlement Agreement:

- (1) In Section XI., Paragraph 5.D., add that changes can only be made with court approval.
- (2) In Section XI., Paragraph 8, strike the second sentence about the Court not being allowed to modify.
- (3) In Section VI., the “Release” section, add a separate paragraph regarding the release of PAGA claims needs to be added, and state what is being released is either in the LWDA letter or in the complaint.
- (4) In Section I., Paragraph 20, the first sentence should state “alleged in the operative complaint” rather than state “alleged in the Action.”
- (5) In Section VI., Paragraph 2.A., add that this release occurs only if full payment has been made by Defendants per the terms of this Settlement Agreement.
- (6) In Section V., Paragraph 2.A., the actual dollar amount of the litigation cost reimbursement cap should be inserted.
- (7) In Section V., Paragraph 1.A., the parties must set forth what the deductions from the gross settlement would be (i.e., the actual dollar amount of the Attorneys’ Fees, Litigation Costs, Settlement Administration Costs, Service Awards, and PAGA allocation) in order to have an estimated net settlement amount that everyone can be apprised of.
- (8) In Section V., Paragraph 4, the actual Settlement Administration cost cap should be inserted.
- (9) In Section VIII., Paragraph 6, the parties must insert language that the distribution of funds will be made in this order: payment will be made to the class before any distribution to the LWDA, then after that, to attorneys, fees, costs, admin expenses and enhancement awards.
- (10) Section IX., Paragraphs 1.A. and 2.A., should state that class members have 60 days from notice to opt-out or object.

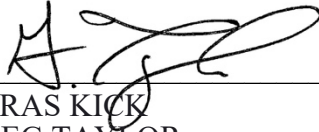
(See Plaintiffs’ Notice of Ruling on Motion for Preliminary Approval.)

1 As stated in the concurrently filed Declaration of Taras Kick ("Kick Decl."), the parties conferred
2 after the hearing and circulated and signed a Revised Settlement Agreement which they believe contains
3 all of the revisions ordered by the Court. (Kick Decl., ¶ 3.) A true and correct copy of the fully executed
4 Revised Settlement Agreement is attached to the Kick Decl. as **Exhibit 1**. A true and correct redlined copy
5 of the Revised Settlement Agreement is attached to the Kick Decl. as **Exhibit 2**.

6
7 DATED: September 9, 2022

Respectfully submitted,

8 **THE KICK LAW FIRM, APC**

9
10 By: 

TARAS KICK

GREG TAYLOR

11 Attorneys for Plaintiffs KENTOYA MITCHELL
12 and DANA MILES, individually, and on behalf of
13 all others similarly situated and aggrieved
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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

6 On **September 9, 2022**, I served the document(s) described as:

7 **SUPPLEMENTAL MEMORANDUM IN SUPPORT OF UNOPPOSED MOTION FOR
8 PRELIMINARY APPROVAL; DECLARATION OF TARAS KICK; EXHIBITS**

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

10 ☒ **By electronic service (via electronic filing service provider).** I caused the documents to be
11 electronically transmitted to Case Anywhere, an electronic filing service provider, at
12 www.caseanywhere.com pursuant to the Court's Electronic Case Management Order governing the matter
13 and mandating electronic service to person(s) at the address(es) listed below. The transmission was
14 reported as complete and without error to the addressees as stated below.

15 ☐ **By e-mail or electronic transmission.** Based on an agreement of the parties to accept service by e-
16 mail transmission, a request that the party or parties, who have appeared and are represented by counsel
17 identified below, or pursuant to California Rules of Court, Appendix I (Emergency Rules Related to
18 COVID-19), Emergency rule 12 (Electronic service), I caused the documents to be sent to the person(s)
19 at the address(es) at the e-mail address(es) listed below. The transmission was either reported as being
20 sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any
21 electronic message or other indication that the transmission was unsuccessful.

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

24 Executed on September 9, 2022, in Los Angeles, California.

25 /s/ Greg Taylor
26 Greg Taylor