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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

KALVYN ESCOBAR, individually and on behalf of all current and former similarly situated employees in the State of California,

Plaintiff,

v.

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

Defendants.

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,  
3 2021 Order for Preliminary Approval of Class Action Settlement (the “Preliminary Approval  
4 Order”). In accordance with the Preliminary Approval Order, Settlement Class Members have  
5 been given adequate notice of the terms of the Settlement Agreement and their right to participate  
6 in, object to, or opt-out of the settlement.

7           Having received and considered the Settlement Agreement, the supporting papers filed by  
8 the parties, the application for 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  
11 Hearing on August 6, 2021, the Court **GRANTS** final approval of the settlement, and therefore, **IT**  
12 **IS HEREBY ORDERED THAT:**

13           1) This Order incorporates by reference the definitions in the Settlement Agreement, attached  
14 as Exhibits 2A and 2B to the 3/24/21 Declaration of Natalie Mirzayan, and all terms defined  
15 therein shall have the 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  
19 positions.

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

24           4) Pursuant to this Court’s Preliminary Approval Order, a Notice of Class Action Settlement  
25 “Notice Packet” was sent to each known Settlement Class Member by first-class mail. These  
26 papers informed Settlement Class Members of the terms of the settlement, their right to participate  
27 in, object to, or opt-out of the settlement to pursue their own remedies, and their right to appear in  
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1 person or by counsel at the Final Approval Hearing to be heard regarding approval of the  
2 settlement. Adequate periods of time were provided by each of these procedures. Zero Settlement  
3 Class Members filed written objections to the settlement as part of this notice process or stated his  
4 or her intent to appear at the Final Approval Hearing.

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

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

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

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

23 9) The Court finds and determines that the payments to be made to the Settlement Class  
24 Members as provided in the Settlement Agreement are fair and reasonable. The Court hereby  
25 grants final approval to and orders the payment of those amounts to be made to the Settlement  
26 Class Members out of the Gross Settlement Amount of One Hundred and Ninety Thousand Dollars  
27 (\$190,000.00) in accordance with the terms of the Settlement Agreement. The Employer’s payroll  
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1 taxes and unemployment insurance obligations, as defined in the Settlement Agreement and  
2 granted 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 Sixty-One Thousand Four Hundred Forty-Nine Dollars and Twenty Three Cents (\$61,449.23),  
6 which represents 33 1/3% of the Gross Settlement Amount after subtracting the Administrator's  
7 estimate of the Employer Share of Payroll Taxes from the Gross Settlement Amount to be paid in  
8 accordance with the terms of the Settlement Agreement. ~~To the extent the Administrator's~~  
9 ~~estimate and the actual amount of the Employer Share of Payroll Taxes differ, attorneys' fees are to~~  
10 ~~be calculated by first subtracting the actual amount of the Employer Share of Payroll Taxes from~~  
11 ~~the Gross Settlement Amount of \$190,000.00; 33 1/3% of that net amount shall be distributed as~~  
12 ~~attorneys' fees.~~

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

16 12) The Court hereby grants and approves the application presented by the Class Representative  
17 for an Enhancement Award in the amount of Five Thousand Dollars (\$5,000) for Plaintiff Kalvyn  
18 Escobar, to be paid in accordance with the terms of the Settlement Agreement.

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

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1 14) The Court hereby grants and approves the application for payment of costs of  
2 administration of the Settlement in the amount of Three Thousand Dollars (\$3,000.00) for fees and  
3 expenses of Phoenix Settlement Administrators, the Settlement Administrator approved by the  
4 Court, to be paid from the Gross Settlement Amount (“Settlement Administration Costs”).

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

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

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

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

13 3) The Court approves Natalie Mirzayan of the Law Offices of Natalie Mirzayan as Class  
14 Counsel.

15 4) The Court approves Phoenix Class Action Administration Solutions as the Class  
16 Administrator.

17 5) Notice of entry of this Order and Judgment shall be given to the Class Members by posting  
18 a copy of this Order and Judgment on Phoenix Class Action Administration Solutions’ website for  
19 a period of at least ninety (90) calendar days after the entry of this Order and Judgment. Class  
20 Members shall be notified of the availability of the Order and Judgment on that website in a  
21 statement provided with the checks mailed to Class Members.

22 6) The Final Report Hearing is set for May 6, 2022 at 10:00 a.m. in Department CX105.

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

27 **IT IS SO ORDERED.**

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Dated: **August 16, 2021**

*Randall J. Sherman*  
HONORABLE RANDALL J. SHERMAN  
JUDGE OF THE SUPERIOR COURT