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Attorneys for Plaintiff Melinda Rodriguez, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MELINDA RODRIGUEZ, on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

POPULUS FINANCIAL GROUP, INC., a
Texas corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 20STCV12386

*Assigned for All Purposes to Hon. Lia Martin,
Dept. 16*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF STIPULATION RE:
DISMISSAL OF ACTION**

Complaint Filed: March 30, 2019

I, DANIEL F. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am the managing shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Melinda Rodriguez (“Plaintiff”) in this action. I have personal knowledge of the facts set forth herein and if called to testify to them, I could and would do so competently.

2. On March 30, 2020, Plaintiff, on behalf of herself and on behalf of all similarly situated individuals, filed a representative action complaint against Defendant Populus Financial Group, Inc. dba ACE Cash Express (previously known as ACE Cash Express, Inc.).

1 (“Defendant”), seeking penalties pursuant to Labor Code § 2699(f) for Violations Of Labor Code
2 §§ 201, 202, 226(a), 226.7, 510, 512, 1194 and 2802 and pursuant to Labor Code § 2699(a) for
3 violations of Labor Code § 226.3 (the “Action”).

4 3. Counsel for Defendant informed us that another action, which was filed before
5 Plaintiff’s, alleged claims pursuant to PAGA that encompassed Plaintiff’s claims in this Action.
6 Defense counsel further advised that the parties to that matter had reached a settlement and were
7 seeking approval from the court. Based on Defendant’s representations, Plaintiff agreed to
8 negotiate a settlement of Plaintiff’s individual claims in this matter. Attached as **Exhibit A** are
9 true and correct copies of the signed order granting final judgment and signed order granting
10 PAGA settlement in the matter entitled *Ancona v. Populus Financial Group, Inc.*, Los Angeles
11 County Superior Court, Case No. 19STCV41065.

12 4. The Parties have negotiated a settlement of Plaintiff’s individual claims only, and
13 the PAGA claims will be dismissed *without* prejudice.

14 5. The settlement between Plaintiff and Defendant does not contemplate the waiver
15 of any claims by anyone other than Plaintiff and does not provide for the waiver of the PAGA
16 claims asserted on behalf of any employee, such that there is no allocation to PAGA penalties in
17 the settlement.

18 6. The Parties have resolved Plaintiff’s individual claims with Plaintiff’s individual
19 claims to be dismissed *with* prejudice, and the PAGA claims will be dismissed *without* prejudice

20 7. The Parties agree that Plaintiff’s claims shall be dismissed with prejudice, and the
21 claims of the allegedly aggrieved employees shall be dismissed without prejudice.

22 I declare, under penalty of perjury, under the laws of the State of California, that the
23 foregoing is true and correct. Executed on this day 1st of March 2021 at Calabasas, California.

24
25 *Daniel F. Gaines*
26 DANIEL F. GAINES
27
28

EXHIBIT A

1 **BOKHOUR LAW GROUP, P.C.**
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 12 Tel: (310) 824-3828; Fax: (310) 862-6851

13 *Attorneys for Plaintiffs and the Aggrieved Employees*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 15 **FOR THE COUNTY OF LOS ANGELES**

16 MARIA INES ANCONA and CRYSTAL
 17 CHAIREZ, on behalf of the State of California,
 18 as a private attorneys general, and on behalf of
 19 all other aggrieved employees,

20 Plaintiffs,

21 v.

22 POPULUS FINANCIAL GROUP, INC., a
 23 Texas Corporation dba ACE CASH EXPRESS,
 24 INC., and DOES 1-50 inclusive,

25 Defendants.

FILED
 Superior Court of California
 County of Los Angeles
 02/18/2021

Sherri R. Carter, Executive Officer / Clerk of Court

By: J. Gurnee Deputy

CASE NO.: 19STCV41065

Assigned to Hon. Maurice A. Leiter,
 Dept. 54

~~[PROPOSED]~~ **FINAL JUDGMENT**

Action Filed: November 14, 2019
 FAC Filed: April 2, 2020
 SAC Filed: September 14, 2020

1 The Court has received and considered the application of Plaintiffs Maria Ines Ancona and
2 Crystal Chairez ("Plaintiffs") on behalf of the people of the State of California, and as allegedly
3 "aggrieved employees" acting as private attorneys general under Private Attorneys General Act of
4 2004, Labor Code § 2698, *et seq.* ("PAGA") and Defendant Populus Financial Group, Inc. dba
5 ACE Cash Express, named herein as Defendant Populus Financial Group, Inc. dba ACE Cash
6 Express, Inc. ("Defendant") for approval of the PAGA Settlement Agreement and Release entered
7 into between Plaintiffs and Defendant and has entered an Order Granting Approval of PAGA
8 Settlement (the "Approval Order").

9 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

10 Judgment in this matter is hereby entered in accordance with the terms of the Order and
11 PAGA Settlement Agreement and Release. Plaintiffs, the Labor Workforce Development Agency,
12 and the Aggrieved Employees (as defined in the PAGA Settlement Agreement and Release) shall
13 take from Defendant by way of this action as provided for in the Order and Settlement Agreement
14 and Release.

15 This Judgment is intended to be final disposition of the above captioned action in its
16 entirety. Nothing in this Judgment is or may be deemed to be an admission by Defendant, nor is
17 this Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant.

18 **IT IS SO ORDERED.**

19
20 DATED: 02/18/2021



Maurice A. Leiter

HON. MAURICE A. LEITER
JUDGE OF THE SUPERIOR COURT
Maurice A. Leiter / Judge

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Attorneys for Defendant POPULUS FINANCIAL GROUP, INC. dba ACE Cash Express

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARIA INES ANCONA and CRYSTAL
CHAIRESZ, on behalf of the State of California,
as private attorney generals, and on behalf of
all other Aggrieved Employees,

Plaintiffs,

v.

POPULUS FINANCIAL GROUP, INC., a
Texas Corporation dba ACE CASH EXPRESS,
INC, and DOES 1-50, inclusive,

Defendants.

CASE NO.: 19STCV41065

Assigned to Hon. Maurice A. Leiter
Dept. 54

**~~PROPOSED~~ ORDER GRANTING
PAGA SETTLEMENT**

Action Filed: November 14, 2019
FAC Filed: April 2, 2020
SAC Filed: September 14, 2020

1 **[PROPOSED] ORDER**

2 **PURSUANT TO STIPULATION BY THE PARTIES AND GOOD CAUSE**
3 **APPEARING:**

4 Having considered the Parties submissions, and all legal authorities and documents
5 submitted in support thereof, including the Settlement Agreement and Release attached hereto as
6 **Exhibit A**, and good cause appearing,

7 **IT IS HEREBY ORDERED THAT THE PARTIES' REQUEST IS GRANTED,**
8 subject to the following findings and orders:

9 a) All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement and Release attached hereto as **Exhibit "A"**.

11 b) The Court hereby approves the terms set forth in the Settlement Agreement and
12 Release and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable
13 and directs the Parties to effectuate the Settlement Agreement and Release according to its terms.
14 The Court finds that the Settlement Agreement and Release has been reached as a result of
15 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
16 were able to reasonably evaluate their respective positions. The Court also finds that settlement
17 now will avoid additional and potentially substantial litigation costs, as well as delay and risks if
18 the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
19 being provided as part of the Settlement and recognizes the significant value accorded to the
20 PAGA Members and the State of California.

21 c) The Settlement Agreement and Release is not an admission by Defendant. Neither
22 this Order, the Settlement Agreement, nor any action taken to carry out the Settlement
23 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing,
24 omission, concession, or liability whatsoever by or against Defendant.

25 d) Defendant shall pay the Total Settlement Amount pursuant to the procedure
26 described in the Settlement Agreement.

27 e) The Court hereby confirms and appoints Jonathan Melmed of Melmed Law Group
28 P.C., Mehrdad Bokhour of Bokhour Law Group P.C. as PAGA Counsel.

1 f) The Court hereby awards attorneys' fees in the amount of one-third of the Total
2 Settlement Amount Payment, which is \$358,333.33 in attorneys' fees and \$9,495.54 in attorneys'
3 costs. The payment of fees to PAGA Counsel shall be made in accordance with the terms of the
4 Settlement.

5 g) The Court hereby awards Plaintiffs a PAGA service award in the amount of \$10,000
6 to each Plaintiff for their services on behalf of the state of California and PAGA Members and in
7 contemplation of the general release of claims entered into by Plaintiffs as part of this settlement;

8 h) Defendant shall have no further liability for costs, expenses, interest, attorneys'
9 fees, or for any other charge, expense, or liability, except as provided in the Settlement
10 Agreement.

11 i) The Court further orders, adjudges and decrees that upon the Effective Date, and
12 upon execution of the Final Judgment, that, to the maximum extent permitted by law, the final
13 judgment entered will bind all those who would be bound by a judgment if the action had been
14 brought by the California Labor & Workforce Development Agency ("LWDA"), including
15 Plaintiffs, the LWDA, and the PAGA Members, with respect to the recovery of civil penalties under
16 the California Private Attorneys General Act, California Labor Code § 2698, et. seq. only, against
17 Defendant and its current, past or present parents, subsidiaries, affiliated entities, officers, directors,
18 employees, partners, agents, trustees, shareholders, attorneys and insurers ("Released Parties"),
19 through the date of that judgment by the Court. The release of claims specified in this Paragraph
20 shall be effective regardless of the PAGA Members' cashing of the check mailed by the Settlement
21 Administrator as specified in Paragraph 8 of the Settlement.

22 j) It is expressly understood and agreed that this settlement only includes a release of
23 the claims for PAGA penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3,
24 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, and 1199, 2802-2804 as well and IWC Wage Order
25 No. 4-2001, Sections 3, 7, 11 and 12.

26 **IT IS SO ORDERED.**

27 DATED: 02/18/2021



Maurice A. Leiter

HON. MAURICE A. LEITER
JUDGE OF THE SUPERIOR COURT

Maurice A. Leiter / Judge

EXHIBIT “A”

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff Maria Ines Ancona and Crystal Chairez (collectively, “Plaintiffs”), individually, and on behalf of the other aggrieved employees (the “PAGA Members” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2698 *et seq.*, the Private Attorneys General Act (“PAGA”) on the one hand, and Defendant Populus Financial Group, Inc. dba ACE Cash Express (“Defendant”), on the other hand. Plaintiffs and Defendant are collectively referred to herein as “the Parties.” This Agreement, and the settlement embodied herein (the “Settlement”), shall be binding on Plaintiffs, the PAGA Members they represent, and the Defendant, subject to the approval of the Court.

WHEREAS, on September 11, 2019, Plaintiff Maria Ines Ancona sent notice to the Labor and Workforce Development Agency (“LWDA”) of her intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees (the “PAGA Notice”).

WHEREAS, on November 14 2019, Plaintiff filed her PAGA Representative Action entitled *Maria Ines Ancona v. Ace Cash Express, Inc., et al.*, Case No. 19STCV41065, asserting a representative claim for civil penalties payable to herself, other aggrieved employees, and the State of California pursuant to PAGA based on allegations that Defendant: (1) failed to provide rest periods; (2) failed to provide meal periods; (3) failed to furnish accurate wage statements; (4) failed to pay wages due at the time of separation; and (5) failed to timely pay wages.

WHEREAS, on April 1, 2020, Plaintiffs sent their Supplemental PAGA Notice to the LWDA setting forth additional facts and theories in connection with their PAGA representative action.

WHEREAS, on April 2, 2020, Plaintiffs filed their First Amended Complaint in the action entitled *Ancona et al. v. Populus Financial Group, Inc.*, Case No. 19STCV41065 adding allegations that Defendant: (1) failed to pay overtime wages; and (2) failed to pay minimum wages.

WHEREAS, on June 10, 2020, Plaintiffs sent their Second Supplemental PAGA Notice to the LWDA setting forth additional facts and theories in connection with their PAGA representative action.

WHEREAS, on or about August 15, 2020 Plaintiffs filed their Second Amended Complaint, adding allegations that Defendant failed to reimburse its employees for their incurred business expenses (the “Lawsuit”)

WHEREAS, on March 30, 2020, the Parties participated in an all-day mediation with experienced wage-and-hour mediator Lynn Frank, Esq. Although the matter did not settle at mediation, the mediator concluded the mediation session by presenting the Parties with a mediator’s proposal. After approximately 60 days of continued negotiations and deliberations, the Parties agreed to the mediator’s proposal, which was negotiated in light of all known facts and circumstances – including the difficulty of proving some of Plaintiff’s claims, potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

WHEREAS, for purposes of this Agreement, the PAGA Members are defined as all individuals who are or were employed in California as hourly, non-exempt employees by Defendant, from September 11, 2018 through June 30, 2020. Defendant represents that there were approximately 1,022 PAGA Members that received approximately 22,800 regular wage statements.

WHEREAS, the Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiffs' PAGA claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA claims that Plaintiffs and the PAGA Members have against the Defendant and Defendant's past or present parents, subsidiaries, and affiliated corporations, and/or any officers, directors, employees, partners, agents, or insurers. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by the Defendant of wrongdoing or liability. Specifically, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Second Amended Complaint. Defendant, among other things, contends that it has complied at all times with the California Labor Code and all applicable California laws.

WHEREAS, California Labor Code § 2699(k)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

WHEREAS, the Parties: (1) believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the Representative PAGA Claim, (2) have investigated the facts relevant to Agreement, and all matters pertaining thereto, to the full extent that each Party deems necessary, and (3) have arrived at the Agreement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Parties recognize that in accordance with Labor Code Section 2699(I), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement through a motion for preliminary or final approval. *See also Mendoza v. Nordstrom, Inc.* (2017) 2 Cal.5th 1074 ("PAGA authorizes a representative action without the need for class certification."); *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117, 1123 ("a PAGA suit is fundamentally different than a class action" in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action).

Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:

1. Effective Date. The effective date ("Effective Date") of this Agreement shall mean the following: (a) the date of service of notice of entry of the order approving this Agreement if no objections are filed to this Agreement or if all objections are withdrawn prior to the Court ruling on them and judgment thereon; or (b) one hundred and eighty one (181) days after the date of service of notice of entry of the settlement approval order approving the Settlement if objections are filed and overruled and no appeal is taken from the order approving the settlement and judgment thereon; or (c) if a timely appeal is made, ten (10) business days after the final

resolution of that appeal if the appeal is rejected, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

2. Released Claims/Effect of Judgment on Aggrieved Employees and LWDA. The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the California Labor & Workforce Development Agency (“LWDA”), including Plaintiffs, the LWDA, and the PAGA Members, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against Defendant and its current, past or present parents, subsidiaries, affiliated entities, officers, directors, employees, partners, agents, trustees, shareholders, attorneys and insurers (“Released Parties”), through the date of that judgment by the Court. It is expressly understood and agreed that this settlement only includes a release of the claims for PAGA penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, and 1199, 2802-2804 as well and IWC Wage Order No. 4-2001, Sections 3, 7, 11 and 12. The release of claims specified in this Paragraph shall be effective regardless of the PAGA Members’ cashing of the check mailed by the Settlement Administrator as specified in Paragraph 8 below.

3. Release of Plaintiffs’ Individual Claims. Except as specified herein, and only if a PAGA service award is issued in full to Plaintiffs as described further below, Plaintiffs fully release and discharge the Released Parties from any and all actions, causes of action, obligations, costs, expenses, damages, penalties, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any equitable or legal claims or causes of action arising out of or in any way relating to Plaintiffs’ employment or that have been or could have been made in the Lawsuit, including but not limited to any claims under the state and federal anti-discrimination statutes, for a breach of contract, related to compensation or wages, or alleging tortious conduct by the Released Parties. The general release by Plaintiffs includes any unknown claims that they do not know or suspect to exist in their favor at the time of the release, which, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to this settlement. With respect to the general release, Plaintiffs stipulate and agree that, upon approval by the Court, each shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits afforded by Section 1542 of the California Civil Code, or any similar provision under federal or state law, and do so understanding the significance of that waiver. Section 1542 provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Plaintiffs understand and agree that nothing contained in this Agreement is intended to or will prevent them from filing a charge or complaint with, reporting possible violations of any law or regulation to, making disclosures to, and/or participating in any investigation or proceeding conducted by, the National Labor Relations Board, the Equal Employment Opportunity Commission or any self-regulatory organization or governmental authority charged with the enforcement of any laws. Plaintiffs understand and agree that because of the waiver and general release they freely provide by signing this Agreement, they cannot obtain any monetary relief or recovery from Defendants or any of their employees or any Released Party in any proceeding other than as provided in this Agreement.

4. Notice to LWDA. Pursuant to California Labor Code § 2699(k)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time that the Parties submit it to the Court for approval.

5. Total Settlement Amount. Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of \$1,075,000 (One Million and Seventy-Five Thousand Dollars) (the “Gross Settlement Amount”) in full settlement of this Lawsuit. The Gross Settlement Amount will be allocated as follows:

- a. PAGA Counsel’s attorneys’ fee request of one-third of the Settlement Payment (\$358,333.33) (“PAGA Counsel’s Fees”);
- b. PAGA Counsel’s request for costs not to exceed \$20,000 (“PAGA Counsel’s Costs”);
- c. A PAGA service award in the amount of \$10,000 to each Plaintiff for their services on behalf of the State of California and PAGA Members (“Plaintiff’s Service Award”);
- d. Administration costs of no more than \$20,000 to be paid to the Settlement Administrator (“Administration Costs”);
- e. The remainder of the Gross Settlement Amount (the “PAGA Fund”) after deducting the items (a), (b), (c) and (d) above shall be designated as PAGA Penalties to be allocated between the LWDA and the PAGA Members pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the “LWDA PAGA Portion”) and 25% paid to the PAGA Members (the “Aggrieved Employees’ PAGA Portion”) on a pro-rata basis.

6. Allocation and Calculation of the PAGA Penalties. Each PAGA Member shall receive a portion of the PAGA Penalties on a pro-rata basis. The allocation among the PAGA Members shall be determined by dividing the entire PAGA Fund allocated to the PAGA Members by the number of pay periods in the PAGA Period. The resulting amount shall be the Pay Period Amount. Plaintiffs and each PAGA Member shall receive a pro rata value equal to the number of pay periods worked during the PAGA Period multiplied by the Pay Period Amount. Individual Settlement Payments made to PAGA Members will be reported on an IRS Form 1099 as required by law.

7. **Tax Treatment of Settlement Amounts.** With regard to settlement payments to PAGA Members and Plaintiffs, IRS Form 1099s will be issued as required by law. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs acknowledge that they have obtained no tax advice from Defendants and that neither the Defendants nor their attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendants are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel's Fees and PAGA Counsel's Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

8. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

9. **Settlement Payment Procedures.**

- a. Within 10 calendar days of the Effective Date, Defendant shall deposit with the Settlement Administrator the Gross Settlement Amount and provide the Settlement Administrator with a list of all PAGA Members with each listed employee's full name, last known mailing address, social security number, and number of pay periods in the PAGA period.

- b. Within 20 calendar days of the Effective Date, the Settlement Administrator shall run all the addresses of PAGA Members through the United States Postal Service NCOA database to obtain current address information, and shall:
- i. Remit the Administration Costs, as approved by the Court;
 - ii. Remit a total of 75% of the PAGA Fund to the LWDA;
 - iii. Remit a total of 25% of the PAGA Fund to the PAGA Members, along with the employee letter (attached hereto as **Exhibit A**). PAGA Members shall not be required to make claims, but shall simply be delivered a check for their individual pro rata share of the Aggrieved Employees' PAGA Portion (each an "Individual Settlement Payment"). The payment checks shall be sent to each PAGA Member by U.S. First Class mail to the PAGA Member's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that a PAGA Member's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check.
 - iv. Remit PAGA Counsel's Fees and PAGA Counsel's Costs, as approved by the Court; and
 - v. Remit Plaintiff's Service Awards, as approved by the Court.

Individual Settlement Payments issued to PAGA Members pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator. If any PAGA Member's check is not cashed within that period, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the State of California Unclaimed Property Fund.

Neither the Defendant nor Plaintiffs shall bear any liability for lost, stolen or expired Individual Settlement Payments, forged signatures on Individual Settlement Payments, or unauthorized negotiation of Individual Settlement Payments. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. Settlement Administrator. As set forth in Paragraph 8, the Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings and complying with all requirements set forth in Paragraph 11. The costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount as set forth in Paragraph 4. The Parties agree to use CPT Group as Settlement Administrator. Defendant is not responsible or liable for any errors in the calculation of pay periods or settlement amount to be awarded to each PAGA Member. Defendant is also not liable or responsible for any errors made by the Settlement Administrator in the administration of the settlement.

11. Duties of the Parties Prior to Approval. Plaintiffs shall file their Second Amended Complaint on or after August 15, 2020. Within 15 court days of Plaintiffs' filing the Second Amended Complaint, Plaintiff shall, upon execution of this Agreement, apply to the Court for approval of the proposed Settlement. Plaintiffs shall apply to the Court for the entry of an order approving this Settlement as required by Labor Code section 2699(l). The Approval Stipulation will request Court approval of the following: (1) the terms of this Agreement, (2) the amount of PAGA Counsel's Fees and PAGA Counsel's Costs, (3) Plaintiff's Service Award; and (4) final Judgment. In conjunction with the Motion for Approval, Plaintiffs shall lodge a proposed Final Judgment requesting the entry of judgment in the amount of \$1,075,000.

12. Non-Admission of Wrongdoing. The Parties agree that this Agreement does not constitute an admission by Defendant or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Released Parties.

13. Nondisclosure and Nonpublication. Plaintiffs agree not to publicize the Agreement, the fact of the Agreement, its terms or contents, and the negotiations underlying the Agreement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Agreement with the Court and submitting a copy to the LWDA.

14. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

15. Communications. All communications to be provided concerning this Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Defendant: Elizabeth Brown and Amanda Bolliger of GBG LLP, 633 W. 5th Street, Suite 3330, Los Angeles, CA 90071 and to the General Counsel of Populus Financial Group, Inc., 300 E. John Carpenter Fwy, Suite 900, Irving, TX 75062.

To Plaintiffs: Jonathan Melmed of Melmed Law Group P.C., 1801 Century Park East, Suite 850, Los Angeles, CA 90067 and to Mehrdad Bokhour of Bokhour Law Group, P.C., 1901 Avenue Of The Stars, Suite 450, Los Angeles, CA 90067.

16. Entire Agreement. This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

17. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

18. No Prior Assignment: The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Agreement.

19. No Construction Against the Drafter. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

20. Choice of Law. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

21. Counterparts. This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

22. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

8/13/2020

Dated: August __, 2020

8/13/2020

Dated: August __, 2020

Dated: August __, 2020

DocuSigned by:



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Maria Ines Ancona, PAGA Representative

DocuSigned by:



5044813FE330480

Crystal Chairez, PAGA Representative

Populus Financial Group, Inc. dba ACE Cash Express

By: _____

Its: _____

17. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Settlement Agreement which can be given effect without the invalid provisions or application and to this end the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

18. **No Prior Assignment:** The Parties represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Agreement.

19. **No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

20. **Choice of Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

21. **Counterparts.** This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

22. **Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

Dated: August __, 2020

Maria Ines Ancona, PAGA Representative

Dated: August __, 2020

Crystal Chairez, PAGA Representative

Dated: August 19, 2020



Populus Financial Group, Inc. dba
ACE Cash Express
By: RB Ramsey
Its: Executive Vice President

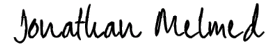
APPROVED AS TO FORM AND CONTENT:

8/13/2020

Dated: August ___, 2020

MELMED LAW GROUP P.C.

DocuSigned by:



Jonathan Melmed, Esq.

Attorneys for Plaintiffs and PAGA Members

8/13/2020

Dated: August ___, 2020

BOKHOUR LAW GROUP, P.C.

DocuSigned by:



Mehrdad Bokhour, Esq.

Attorneys for Plaintiffs and PAGA Members

Dated: August 20, 2020

GBG LLP



Elizabeth A. Brown, Esq.

Attorneys for Defendant Populus Financial Group,
Inc. dba ACE Cash Express

EXHIBIT “B”

Maria Ines Ancona & Crystal Chairez v. Populus Financial Group, Inc. dba ACE Cash Express
SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF LOS
ANGELES
CASE NO.: 19STCV41065

[date]

Dear [name]:

The enclosed check is your proportional share of the California Private Attorneys General Act (“PAGA”) settlement payment in the *Maria Ines Ancona and Crystal Chairez v. Populus Financial Group, Inc. dba ACE Cash Express* lawsuit (Case No. 19STCV41065) filed in the Los Angeles County Superior Court. You are receiving this check because you are or were employed in California as an hourly, non-exempt employee by Populus Financial Group, Inc. dba ACE Cash Express between September 11, 2018 and June 30, 2020.

Enclosed you will also find an IRS Form 1099 for 100% of this payment. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact the Settlement Administrator at [redacted]

Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

Maria Ines Ancona & Crystal Chairez v. Populus Financial Group, Inc. dba ACE Cash Express
Settlement Administrator

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_____ (For messenger) my business address is:

**Elizabeth A. Brown, Esq.
Amanda Bollinger, Esq.
Matthew W. Morris, Esq.
GBG LLP
633 West 5th Street, Suite 3330
Los Angeles, CA 90071**

X (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

____ (BY FACSIMILE TRANSMISSION) On March 1, 2021, at ____ a.m./p.m., at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission pursuant to an agreement between counsel due to COVID-19 on the counsel of record listed above.

Executed on March 1, 2021 at Calabasas, California.

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PROOF OF SERVICE