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Attorneys for Defendant CONTINENTAL CURRENCY SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

TASHA SAMPSON on behalf of herself
and all other current and former aggrieved
California-based hourly non-exempt
employees,

Plaintiff,

vs.

CONTINENTAL CURRENCY
SERVICES, INC.; and DOES 1 to 100,
inclusive,

Defendants.

CASE NO. 20STCV41882

*ASSIGNED FOR ALL PURPOSES TO THE
HON. MAURICE A. LEITER, DEPT. 54*

STIPULATION OF PAGA RESOLUTION

Complaint filed: 10-06-2020
Trial Date: None

1 This Stipulation of PAGA Resolution is made by and between Plaintiff, TASHA
2 SAMPSON (“Plaintiff”), on her own behalf and on behalf of all members of the PAGA Group,
3 as defined below, on the one hand, and Defendant CONTINENTAL CURRENCY SERVICES,
4 INC., (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit entitled *Tasha*
5 *Sampson, on behalf of herself and others similarly situated v. Continental Currency Services,*
6 *Inc. and Does 1 to 100*, filed in Los Angeles County Superior Court, Case No. 20STCV41882.
7 This Stipulation of PAGA Resolution resolves all claims that were asserted or could have been
8 asserted against Defendant arising out of the facts alleged in the Litigation.

9 **I. DEFINITIONS**

10 **A. Administration Costs.** All administrative costs of settlement, including cost of
11 notice to the PAGA Group, administration, and any fees and costs incurred or charged by the
12 Settlement Administrator in connection with the execution of its duties under this Stipulation of
13 PAGA Resolution.

14 **B. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
15 synonymously herein to mean this Stipulation of PAGA Resolution for purposes of Resolution.

16 **C. Court.** The term “Court” means the Superior Court of the State of California for
17 the County of Los Angeles.

18 **D. Date of Approval.** The terms “Date of Approval” or “Approval” as used herein
19 mean the date of the PAGA Settlement Approval Hearing.

20 **E. Defendant.** The term “Defendant” means: CONTINENTAL CURRENCY
21 SERVICES, INC.

22 **F. Defense Counsel.** The term “Defense Counsel” means: THOMPSON COBURN
23 LLP who are counsel for and acting on behalf of Defendant.

24 **G. LWDA.** The term “LWDA” means the Labor Workforce Development Agency.

25 **H. LWDA Payment.** The term “LWDA Payment” means seventy-five percent
26 (75%) of the remainder of the Settlement Amount after the deduction of any award of Attorneys’
27 Fees and Litigation costs, and Administration Costs.

28 **I. Litigation.** The term “Litigation” as used herein means the action entitled filed
in Los Angeles County Superior Court, Case No. 20STCV41882.

J. Net Settlement Amount. The term “Net Settlement Amount” as used herein means the Settlement Amount minus any award of Attorneys’ Fees and Litigation Costs, Administration Costs, enhancement to Plaintiff, and the seventy-five percent (75%) of penalties payable to the LWDA (the “LWDA Payment” as defined above) pursuant to California’s Private Attorneys General Act (“PAGA”), and as provided in Sections VI, VIII(C), X, and XI.

K. Net Settlement Payments. The term “Net Settlement Payment(s)” means the payments made to the PAGA Group as part of the Resolution.

L. Notice of Resolution. The Notice of PAGA Resolution is the document attached hereto as Exhibit “A.”

M. PAGA Group or Aggrieved Employee(s). The PAGA Group is defined as: All persons within the State of California who are or were employed by Defendant as hourly, non-exempt employees in the State of California at any time within the PAGA Period.

N. PAGA List. A list of the Aggrieved Employees including: (1) name; (2) last known home address; (3) number of pay periods as a PAGA Group member during the PAGA period; and (4) social security number.

O. PAGA Period. The term “PAGA Period” or “Settlement Period” shall refer to the time period from August 24, 2019 to September 27, 2021.

P. Plaintiff. The term “Plaintiff” as used herein means TASHA SAMPSON. The term Plaintiff shall be used synonymously with the term PAGA Representative.

Q. Plaintiff’s Counsel. The term “Plaintiff’s Counsel” as used herein means: LAVI & EBRAHIMIAN, LLP and LAW OFFICES OF SAHAG MAJARIAN II who are counsel for and acting on behalf of Plaintiff.

R. Resolution. The term “Resolution” as used herein means this Agreement to resolve the Litigation.

S. Settlement Administrator. The term “Settlement Administrator” as used herein means Simpluris, which will be responsible for the administration of the Settlement Payment, as defined below, and all related matters.

T. Settlement Agreement. The terms “Settlement Agreement” or “Agreement” are used synonymously herein to means this Stipulation of PAGA Resolution.



1 **U. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement
2 Fund” as used herein mean a fund in the sum of Two Hundred Seventy-Five Thousand Dollars
3 and Zero cents (\$275,000.00) which shall be paid by Defendant, and from which all Net
4 Settlement Payments, Court approved Attorneys’ Fees and Litigation Costs pursuant to Section
5 X, Administration Costs pursuant to Section VI, enhancement to Plaintiff pursuant to Section
6 XI, and distribution to the LWDA pursuant to Section VIII(C) shall be paid, except as provided
7 herein. The Settlement Amount is for approximately 13,100 pay periods during the PAGA
8 period. In the event the actual number of the pay periods during the PAGA period increase by
9 more than 10% from the 13,100 pay periods, the Settlement Amount shall increase
10 proportionately over the 10%, i.e. meaning that if the total pay periods increased by 11%, the
11 Settlement Amount will increase by 1%.

12 **II. BACKGROUND**

13 **A.** On August 24, 2020, Plaintiff submitted a letter to the LWDA alleging violations
14 of wage and hour laws including failure to pay all minimum wages, failure to pay all overtime
15 wages, failure to provide meal breaks, failure to provide rest breaks, failure to provide accurate
16 wage statements, and failure to timely pay final wages. On November 2, 2020, Plaintiff
17 submitted an amended letter to the LWDA alleging additional violations for failure to timely
18 pay earned wages during employment in violation of Labor Code section 204. On November 2,
19 2020, Plaintiff filed the Litigation alleging a single case of action for penalties pursuant to Labor
20 Code § 2699(f) for alleged violations and penalties under Labor Code §§2699(f), 201, 202, 203,
21 226, 226.7, 510, 512, 1194, and 1197 as well as the IWC Wage Order.

22 **B.** In the Litigation, Plaintiff alleges that Defendant failed to provide meal breaks
23 and failed to authorize and permit legally compliant rest breaks each day and failed to provide
24 premium pay for the alleged meal and rest break violations. Plaintiff further alleges that
25 minimum and overtime wages were not properly paid. Moreover, Plaintiff alleges that the
26 employees received inaccurate wage statements and were not paid all wages during their
27 employment or that were owed upon termination and/or resignation.

28 **C.** Defendant filed its Answer denying all of Plaintiff’s allegations and asserting
affirmative defenses on February 19, 2021.

1 **D.** Following the filing of the action, counsel for the Parties met and conferred with
2 respect to the potential settlement of the Litigation. Pursuant to these discussions, the Parties
3 agreed to exchange informal discovery and engage in private mediation. The Parties
4 subsequently exchanged informal discovery, including: a sampling of the timekeeping and
5 payroll records of the PAGA Group; information and documentation concerning the claims set
6 forth in the Litigation, such as Defendant's employee handbooks and policies and procedures;
7 information regarding the number of putative PAGA Group members and the number of current
8 versus former employees; and the total pay periods worked by the PAGA Group.

9 **E.** Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length
10 negotiations. On September 27, 2021, the Parties participated in a mediation before mediator
11 Steven Rottman, Esq. and reached a resolution of this matter, subject to the approval of the
12 Court, and finalization of this formal Stipulation of PAGA Resolution. The Parties have now
13 entered into this more detailed, formalized Settlement Agreement for submission to the Court
14 for Approval.

15 **F.** Plaintiff's Counsel has conducted an investigation of the law and facts relating
16 to the claims asserted in the Litigation and has concluded, taking into account the sharply
17 contested issues involved, the expense and time necessary to pursue the Litigation through trial
18 and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
19 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
20 the Plaintiff and the members of the PAGA Group pursuant to this Agreement, that a settlement
21 with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in
22 the best interests of the PAGA Group. Plaintiff, on her own behalf and as a representative
23 pursuant to PAGA, has agreed to settle the Litigation with Defendant on the terms set forth
24 herein.

25 **G.** Defendant has concluded that, because of the substantial expense of defending
26 against the Litigation, the length of time necessary to resolve the issues presented herein, the
27 inconvenience involved, and the concomitant disruption to its business operations, it is in its
28 best interests to accept the terms of this Agreement. Defendant denies each of the allegations
and claims asserted against it in the Litigation. However, Defendant nevertheless desires to settle



1 the Litigation for the purpose of avoiding the burden, expense and uncertainty of continuing
2 litigation and for the purpose of putting to rest the controversies engendered by the Litigation.

3 **H.** This Agreement is intended to and does effectuate the full, final and complete
4 resolution of all allegations and claims that were asserted, or could have been asserted, in the
5 Litigation.

6 **III. JURISDICTION**

7 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
8 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
9 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
10 Approval of the Agreement, pursuant to California Code of Civil Procedure Section 664.6, the
11 Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing,
12 and enforcing this Stipulation of PAGA Resolution consistent with the terms set forth herein,
13 and the Parties and their counsel submit to the jurisdiction of the Court for purposes of
14 interpreting, implementing and enforcing this Agreement and all orders and judgments entered
15 in connection therewith.

16 **IV. STATEMENT OF NO ADMISSION**

17 **A.** Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or
18 cause of action. This Agreement does not constitute, and is not intended to constitute, an
19 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
20 made against it in the Litigation.

21 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor
22 any statements, discussions or communications, nor any materials prepared, exchanged, issued
23 or used during the course of the negotiations leading to this Agreement or the Resolution, is
24 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
25 used or be admissible in any way in this case or any other judicial, arbitral, administrative,
26 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
27 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
28 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement, directly
or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other



forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Resolution.

C. None of the documents produced or created by Plaintiff or the PAGA Group in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

D. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any group should or would be given collective treatment in the Litigation or in any other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement will be admissible in any court or other tribunal regarding the propriety of collective treatment. In the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies in the Litigation, and Defendant will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Litigation.

V. RELEASE, DISMISSAL, AND CONFIDENTIALITY

A. Release as to PAGA Claims.

Upon Approval by the Court of this Settlement, Plaintiff, as a representative of the State of California, Aggrieved Employees, and the State of California will release any and all claims and causes of action, known or unknown, contingent or accrued, against Defendant, and each of its predecessors, parents, subsidiaries, divisions, affiliates and related entities, officers, directors, shareholders, partners, joint venturers, persons, employees, agents, servants, representatives, members, attorneys, insurers, principals, managers re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and

A handwritten signature and initials, possibly "DS" and "JH", are written in blue ink over a blue horizontal line.

any of its affiliated companies, predecessors, successors and assigns, as well as its past or present officers, directors, agents, representatives, attorneys, partners, joint venturers, insurers, re-insurers, assigns, (collectively "Released Entities"), arising out of the facts and claims asserted in the Litigation, or which may be asserted in the Litigation based upon the factual allegations in the Complaint, for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698, for violations of the California Labor Code governing: all claims for failure to provide compliant meal and rest periods and associated premium pay, or to properly calculate and/or pay premium pay in lieu of meal and rest periods; all claims for failure to pay overtime wages and for failure to properly calculate overtime wages; all claims for failure to pay minimum wages, straight time wages, bonus, commissions, or incentive compensation, and for failure to properly calculate minimum wages, straight time wages, bonus, commissions, or incentive compensation, and all theories for or related to nonpayment of such wages; all claims for non-compliant, incomplete, and/or inaccurate wage statements; all claims for the failure to timely pay wages upon termination; all claims for the failure to pay wages timely; and any other penalties which could be asserted based on the allegations alleged against Defendant in Plaintiff's LWDA letter and amended letter and the Litigation, which includes, without limitation, Labor Code sections 200, 201, 202, 203, 204, 226, 246, 510, 1174, 1194, and 1197.

B. Publicity.

Plaintiff and Plaintiff's Counsel agree that they have not and will not publish the Resolution. By way of this Resolution, Plaintiff directs her counsel not to issue any press releases or press statements regarding the Settlement, identify Defendant or Defense Counsel by name in any media including Plaintiff's Counsel's website, or have any communications with the press or media about the Lawsuit or the Settlement. However, nothing in the provision shall be construed from as preventing the Parties from taking following actions: (a) Plaintiff's counsel shall be allowed to refer to the Litigation and Resolution in other litigations to support their adequacy as attorneys for a putative class or PAGA group or to justify an award of attorneys' fees; (b) the Parties shall have the right to disclose the Resolution as may be required under federal or state tax and/or securities laws or under Generally Accepted Accounting Principles; (c) the Parties shall have the right to disclose the Resolution to third parties without identifying

1 the case name, case number, or names of any of the Parties or Released Entities; (d) the Parties
2 may refer to the Resolution, describe its terms, and file this Settlement Agreement with the
3 Court, the LWDA, and the Settlement Administrator in connection with any proceedings which
4 are reasonably necessary to obtain Approval of the Settlement; and (e) the Parties or their
5 representatives may communicate with accountants or legal advisors regarding the Resolution.
6 Except for the previously listed exceptions, in response to any inquiries about the Lawsuit, the
7 Parties may state that “the matter has been resolved.”

8 **VI. SETTLEMENT ADMINISTRATOR**

9 Plaintiff and Defendant, through their respective counsel, have selected Simpluris as the
10 Settlement Administrator to administer the Resolution, which includes but is not limited to
11 distributing and responding to inquiries about the Notice of PAGA Resolution and calculating
12 all amounts to be paid from the Net Settlement Amount. Charges and expenses of the Settlement
13 Administrator, estimated to be Four Thousand Dollars and Zero Cents (\$4,000.00), will be paid
14 from the Settlement Amount. Any charges and expenses of the Settlement Administrator greater
15 than the allocated Four Thousand Dollars and Zero Cents (\$4,000.00), will come from the
16 Settlement Amount. If the actual Settlement Administrator fees are less than the Parties’
17 estimation, the difference between the actual and estimated Settlement Administrator fees will
18 be included in the Net Settlement Amount.

19 **VII. NOTICE**

20 **A.** Plaintiff and Defendant, through their respective attorneys, have jointly prepared
21 a Notice of PAGA Resolution, in the form attached hereto as Exhibit “A” which in substance
22 will be provided to the members of the PAGA Group as follows:

23 (1) As soon as practicable following Approval of the Resolution, but no later
24 than twenty (20) calendar days after the Court’s Approval, Defendant will provide to the
25 Settlement Administrator the PAGA List.

26 (2) The Settlement Administrator shall run all the addresses provided through
27 the United States Postal Service NCOA database (which provides updated addresses for any
28 individual who has moved in the previous four years who has notified the U.S. Postal Service of
a forwarding address) to obtain current address information.



(3) Within thirty (30) calendar days after the Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail the Notice of PAGA Resolution together with a Net Settlement Payment to all PAGA Group members by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Resolution and Net Settlement Payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the Notice of PAGA Resolution and Net Settlement Payment check no later than ten (10) calendar days following receipt of the undeliverable Notice of PAGA Resolution.

(4) The Notice of PAGA Resolution will be provided in English and Spanish.

VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

(1) Members of the PAGA Group will receive a lump sum payment in an amount calculated by the Settlement Administrator in accordance with the provisions of this Agreement.

(2) The Net Settlement Payment to each member of the PAGA Group will be determined by dividing the Net Settlement Amount by the total number of pay periods worked by all members of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then multiplying the Pay Period Amount by the number of pay periods worked by the individual PAGA Group member.

B. Funding of Resolution.

(1) The funding of the Settlement Amount will be completed at one time with funds provided to and escrowed by the Settlement Administrator. The funds used for the Settlement Amount shall be paid to the Settlement Administrator by Defendant within twenty (20) business days of its receipt of a notice of entry of the Court's Approval order.

(2) If a PAGA Group member is deceased at the time of distribution, the Settlement Administrator shall distribute the deceased PAGA Group member's Net Settlement Payment to the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s), the Settlement Administrator shall notify the executor of the deceased PAGA



1 Group member's estate and attempt to place the deceased PAGA Group member's payment in
2 escrow or similar disposition such that any competing heirs may take whatever action they wish
3 to resolve ultimate disposition of such money and the Settlement Administrator and the Parties
4 hereto may disclaim any further interest in or obligation in relation to such money.

5 (3) If a check is returned to the Settlement Administrator as undeliverable,
6 the Settlement Administrator shall promptly attempt to obtain a valid mailing address by
7 performing a skip trace search and, if another address is identified, shall mail the check to the
8 newly identified address. If the Settlement Administrator is unable to obtain a valid mailing
9 address through this process, the monies represented by the check shall be turned over according
10 to the below procedures.

11 (4) Settlement checks will specifically indicate that they are void if not
12 negotiated within one hundred eighty 180 days of their issuance. Any settlement checks that
13 remain uncashed one hundred eighty (180) or more calendar days after issuance by the
14 Settlement Administrator shall be voided. The Settlement Administrator will remit the entire
15 amount of each PAGA Group member's uncashed Individual Settlement Payment to the
16 California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA
17 Group member to whom the uncashed Individual Settlement Payment was drafted.

18 **C. Time for Distribution of the Enhancement to Named Plaintiff, Attorneys'**
19 **Fees, Costs, and LWDA Payment.**

20 The Settlement Administrator shall cause the Court approved enhancement to Named
21 Plaintiff, Attorneys' Fees, Litigation Costs, and LWDA Payment to be paid at the same time
22 and manner as the Settlement Payments to the PAGA Group.

23 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

24 The amounts paid under this Agreement do not represent a modification of any
25 previously credited hours of service under any employee benefit plan, policy or bonus program
26 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
27 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
28 sponsored by Defendant, policies or bonus programs. Any payments made under the terms of
this Resolution shall not be applied retroactively, currently or on a going forward basis as salary,



1 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit
2 plan, policy or bonus program. Defendant retains the right to modify the language of its benefit
3 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid
4 pursuant to this Resolution are not for "hours worked," "hours paid," "hours of service," or any
5 similar measuring term as defined by applicable plans, policies and bonus programs for purpose
6 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
7 benefits are not required by this Resolution.

8 **X. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

9 Defendant shall not oppose an application by Plaintiff's Counsel to receive, and
10 Plaintiff's Counsel shall not seek or receive, an amount in excess of Ninety-One Thousand Six
11 Hundred Sixty-Six Dollars and no cents which represents one-third of the Settlement Amount
12 for all past and future attorneys' fees necessary to prosecute, settle, and administer the Litigation
13 and this Resolution. Additionally, Defendant shall not oppose an application by Plaintiff's
14 Counsel to receive, and Plaintiff's Counsel shall not seek or receive, an amount in excess of
15 Fifteen Thousand Dollars (\$15,000.00), which represents all past and future litigation costs and
16 expenses necessary to prosecute, settle and administer the Litigation and this Resolution. In the
17 event that the escalator clause in section I.U is triggered and the Settlement Amount is increased,
18 Plaintiff's Counsel shall have, at its discretion, the right to increase its Attorneys' Fees request
19 so as to remain at 33.33% of the increased Settlement Amount. Any attorneys' fees or litigation
20 costs awarded to Plaintiff's Counsel by the Court shall be deducted from the Settlement Amount
21 for the purpose of determining the Net Settlement Amount. This amount shall include all
22 attorneys' fees and litigation costs and expenses for which Plaintiff and Plaintiff's Counsel could
23 claim under any legal theory whatsoever. Should the Court approve a lesser percentage or
24 amount of fees and/or litigation costs than the amount that Plaintiff's Counsel ultimately seeks,
25 then the unapproved portion or portions shall revert to the Net Settlement Amount.

26 **XI. ENHANCEMENT TO PLAINTIFF**

27 Defendant shall not oppose an application by Plaintiff to receive, and Plaintiff shall not
28 seek or receive, an amount in excess of One Thousand Five Dollars (\$1,500.00) for her
participation in and assistance with the Litigation. Any enhancement awarded to Plaintiff by the

1 Court shall be deducted from the Settlement Amount for the purpose of determining the Net
2 Settlement Amount and shall be reported on IRS Form 1099. If the Court approves an
3 enhancement of less than One Thousand Five Dollars (\$1,500.00) to Plaintiff, then the
4 unapproved portion or portions shall revert into the Net Settlement Amount.

5 **XII. TAXATION AND ALLOCATION**

6 **A.** For withholding tax characterization purposes and payment of taxes, the Net
7 Settlement Amount shall be deemed and is allocated by the Parties as follows: 100% as
8 penalties.

9 **B.** All PAGA Group members who cash their settlement check may receive an IRS
10 Form 1099 for their portion of the settlement, if deemed required by the Settlement
11 Administrator (in compliance with IRS guidelines).

12 **C.** Nothing in this Settlement is intended to constitute legal advice regarding
13 federal, state, and/or local tax obligations. The Parties, Defense Counsel and Plaintiff's Counsel
14 make no representations as to the tax treatment or legal effect of the payments called for
15 hereunder, and Aggrieved Employees are not relying on any statement or representation by the
16 Parties, Plaintiff's Counsel or Defense Counsel in this regard. Aggrieved Employees understand
17 and agree that they will be responsible for the payment of any employee taxes and penalties
18 assessed on the payment described herein and will hold the Parties, Plaintiff's Counsel and
19 Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses,
20 including attorney's fees, resulting in any way from personal tax treatment of the payments
21 made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is
22 interpreted to contain or constitute advice regarding any state or federal tax issue, such advice
23 is not intended or written to be used, and cannot be used, by any person for the purpose of
24 avoiding penalties under the Internal Revenue Code. Neither the Parties, Plaintiff's Counsel nor
25 Defense Counsel are responsible for any Aggrieved Employee's tax obligations regarding the
26 allocation of the settlement payments.

27 **XIII. COURT APPROVAL**

28 This Agreement and the Resolution is contingent upon Approval by the Court. Plaintiff
and Defendant agree to take all steps as may be reasonably necessary to secure Approval of the



Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining Court Approval of the Resolution in all respects.

XIV. APPRISAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR.

The Settlement Administrator shall keep Plaintiff's Counsel and Defense Counsel apprised of all distributions from the Settlement Amount. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to Plaintiff's Counsel and Defense Counsel. The Settlement Administrator shall also provide Defense Counsel with a final accounting, including the names of payees and Net Settlement Payments.

XV. MISCELLANEOUS PROVISIONS

A. Interpretation of This Agreement.

(1) This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of laws provisions. Any claim arising out of or relating to this Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Los Angeles, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court over them solely in connection therewith.

(2) Plaintiff, on her own behalf and on behalf of the PAGA Group, and Defendant participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other.

(3) The terms and conditions of this Agreement constitute the exclusive and

1 final understanding and expression of all agreements between Plaintiff and Defendant with
2 respect to the Resolution of the Litigation. This Agreement may be modified only by a writing
3 signed by counsel for all Parties or their successors-in-interest.

4 **B. Further Cooperation.**

5 Plaintiff and Defendant and their respective counsel shall proceed diligently to prepare
6 and execute all documents, to seek Approval from the Court, and to do all things reasonably
7 necessary or convenient to consummate this Agreement as expeditiously as possible.

8 **C. Confidentiality of Documents.**

9 Plaintiff, and the Settlement Administrator, shall maintain the confidentiality of all
10 documents, deposition transcripts, declarations and other information obtained in the lawsuit,
11 unless necessary for appeal or such documents are ordered to be disclosed by the Judge or by a
12 subpoena.

13 **D. Counterparts.**

14 This Agreement may be executed in one or more actual or non-original counterparts, all
15 of which will be considered one and the same instrument and all of which will be considered
16 duplicate originals. This Agreement may be signed electronically or by facsimile, and an
17 electronic or facsimile signature is deemed valid and binding, and triggers all rights and
18 obligations under this Agreement.

19 **E. Authority.**

20 Each individual signing below warrants that he or she has or they have the authority to
21 execute this Agreement on behalf of the party for whom or which that individual signs.

22 **F. No Third-Party Beneficiaries.**

23 Named Plaintiff, members of the PAGA Group, Defendant and Released Entities are
24 direct beneficiaries of this Agreement, and there are no third-party beneficiaries.

25 **G. Force Majeure.**

26 The failure of any party to perform any of its obligations hereunder shall not subject such
27 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
28 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
floods, wars, interruptions or delays in transportation, power outages, labor disputes or



shortages, shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such party.

H. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal/court holiday, that deadline shall be continued until the following business day.

I. Severability.

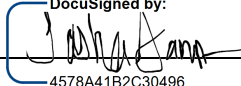
In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's Counsel, on behalf of the Parties and the PAGA Group, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

J. Defendant's Fees and Costs

All of Defendant's own legal fees, costs and expenses incurred in this Action shall be borne by Defendant.

APPROVED AS TO CONTENT

DATE: _____, 2022
January 21, 2022

DocuSigned by:

4578A41B2C30496...
TASHA SAMPSON

DATE: _____, 2022

By: _____
For: CONTINENTAL CURRENCY
SERVICES, INC.

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1 shortages, shortages of material or supplies, governmental laws, restrictions, rules or
2 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
3 or different circumstances or causes beyond the reasonable control of such party.

4 **H. Deadlines Falling on Weekends or Holidays.**

5 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
6 or legal/court holiday, that deadline shall be continued until the following business day.

7 **I. Severability.**

8 In the event that any one or more of the provisions contained in this Agreement shall for
9 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
10 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
11 Counsel, on behalf of the Parties and the PAGA Group, mutually agree in writing to proceed as
12 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

13 **J. Defendant's Fees and Costs**

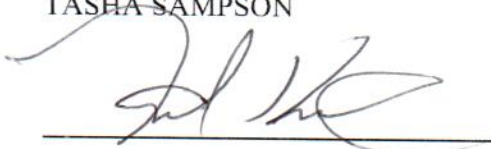
14 All of Defendant's own legal fees, costs and expenses incurred in this Action shall be
15 borne by Defendant.

16
17 APPROVED AS TO CONTENT

18 DATE: _____, 2022

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20
21 DATE: 1/19, 2022

TASHA SAMPSON

By: 

For: CONTINENTAL CURRENCY
SERVICES, INC.

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1 APPROVED AS TO FORM

2
3 DATE: _____, 2022
4 January 20, 2022

LAVI & EBRAHIMIAN, LLP
LAW OFFICES OF SAHAG MAJARIAN II

6 By: _____

DocuSigned by:
Joseph Lavi
871E0169FCF244D...
Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Sahag Majarian II
Attorneys for Plaintiff

10 DATE: February 8, 2022

THOMPSON COBURN LLP

13 By: _____

John L. Viola
John L. Viola
Keith J. Rasher
Attorneys for Defendant

Exhibit A

Mailing Date

[RETURN ADDRESS OF SETTLEMENT ADMINISTRATOR]

Re: Settlement Payment From *Sampson vs. Continental Currency Services, Inc.* Lawsuit

To [MERGE NAME]:

Enclosed is your settlement payment from the settlement of the lawsuit titled *Sampson vs. Continental Currency Services, Inc., et al.*, Los Angeles County Superior Court, Case No. 20STCV41882 (the "Lawsuit"). Plaintiff Tasha Sampson ("Plaintiff") filed the Lawsuit in which she alleged that Defendant Continental Currency Services, Inc. ("Defendant") failed to comply with certain provisions of the California Labor Code with respect to specified employees. Defendant very much values its employees, is committed to compensating them fairly and accurately, and categorically denies Plaintiff's allegations and contends that it has at all times complied with California law. The Court has made no determination on the merits of Plaintiff's claims, but the parties have decided to resolve this case in order to avoid the expense and disruption of further litigation.

Plaintiff sought penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") on behalf of herself and all other Aggrieved Employees. A PAGA action is an action for civil penalties in which the State of California receives a portion of any penalties collected. The Aggrieved Employees are all persons within the State of California who are or were employed by Defendant as hourly, non-exempt employees in the State of California at any time within the time period from August 24, 2019 to September 27, 2021. You have been identified as one of the Aggrieved Employees entitled to receive proceeds from this settlement. The settlement releases all claims for PAGA civil penalties that the plaintiff, the Aggrieved Employees, and the State of California may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law arising from the allegations in the Lawsuit or that could have been alleged in the Lawsuit, including all claims for failure to provide compliant meal and rest periods and associated premium pay, or to properly calculate and/or pay premium pay in lieu of meal and rest periods; all claims for failure to pay overtime wages and for failure to properly calculate overtime wages; all claims for failure to pay minimum wages, straight time wages, bonus, commissions, or incentive compensation, and for failure to properly calculate minimum wages, straight time wages, bonus, commissions, or incentive compensation, and all theories for or related to nonpayment of such wages; all claims for non-compliant, incomplete, and/or inaccurate wage statements; all claims for the failure to timely pay wages upon termination; all claims for the failure to pay wages timely; and any other penalties which could be asserted based on the allegations alleged against Defendant in Plaintiff's LWDA letter and amended letter and the Litigation, which includes, without limitation, Labor Code sections 200, 201, 202, 203, 204, 226, 246, 510, 1174, 1194, and 1197. The Release is limited to PAGA claims only and does not release any other claims you may have.

On XXXX, the Los Angeles County Superior Court entered Judgment approving the settlement of this matter. After accounting for the relevant fees and costs and the portion of the settlement that PAGA requires to be paid to the California Labor and Workforce Development Agency, \$[XXX] will be paid to the Aggrieved Employees on a pro-rata basis based on the number of pay periods each Aggrieved Employee worked during the pertinent period.

Your enclosed check, payable in the gross amount of <<\$ Amount>>, is valid for one hundred and eighty (180) days from the date of its issuance. After that date, it will be null and void. Unclaimed funds will be sent to the State Controller's Office, Unclaimed Property Division. If you have any questions, you may contact us using the contact information at the top of this letter.

Defendant will not take any adverse action against you based on your decision to cash this check, and Defendant encourages you to cash this check.

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THIS PROCEEDING. PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.