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 on behalf of herself and others similarly situated.

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Attorneys for Defendant CONTINENTAL CURRENCY SERVICES, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

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]*

**JOINT STIPULATION REQUESTING
 APPROVAL OF SETTLEMENT
 PURSUANT TO THE PRIVATE
 ATTORNEYS GENERAL ACT OF 2004
 ("PAGA"); ~~PROPOSED~~ ORDER AND
 JUDGMENT THEREON**

*[Filed Concurrently with the Declaration of
 Melissa A. Huether in Support Thereof]*

1 Plaintiff TASHA SAMPSON (“Plaintiff”) and Defendant CONTINENTAL
2 CURRENCY SERVICES, INC. (“Defendant”) (collectively, “the Parties”), by and through
3 their respective counsel of record, hereby stipulate and agree as follows:

4 **WHEREAS**, on August 24, 2020, Plaintiff submitted a letter to the California Labor
5 and Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private
6 Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent
7 to seek civil penalties under PAGA for violations of the Labor Code.

8 **WHEREAS**, on November 2, 2020, Plaintiff submitted an amended letter to the LWDA
9 to notify it, pursuant to PAGA, of Plaintiff’s intent to seek additional civil penalties under
10 PAGA for failure to timely pay earned wages during employment in violation of Labor Code
11 section 204.

12 **WHEREAS**, on November 2, 2020, Plaintiff filed a representative PAGA action
13 complaint alleging a single claim pursuant to PAGA for the following claims against
14 Defendant: (1) failure to pay wages for all hours worked at the legal minimum wage; (2) failure
15 to pay wages for all overtime hours worked at the overtime rate of pay; (3) failure to pay wages
16 to hourly non-exempt employees to compensate them for workdays Defendant failed to provide
17 legally required and compliant meal periods; (4) failure to pay wages to hourly non-exempt
18 employees to compensate them for workdays Defendant failed to provide legally required and
19 compliant rest periods; (5) failure to timely pay earned wages during employment; (6) failure
20 to provide complete and accurate wage statements; and (7) failure to pay all wages due and
21 owing upon separation of employment (“the Action”);

22 **WHEREAS**, the Parties agreed to attend a private mediation session with well-respected
23 mediator Steve J. Rottman, Esq. who is experienced in wage and hour class and PAGA
24 representative actions;

25 **WHEREAS**, in advance of the mediation, the Parties agreed to engage in informal
26 discovery. The Parties subsequently exchanged informal discovery, including: a data sampling
27 consisting of the complete timekeeping and payroll records for 10% of the purportedly
28 “aggrieved employees” (the “PAGA Group”); information and documentation concerning the

1 claims set forth in the Action, such as multiple iterations of Defendant's employee handbook
2 and policies and procedures; meal period agreements which included a meal period waiver for
3 first and second meal periods as well as an agreement for on duty meal periods; the number of
4 putative PAGA Group members and the number of current versus former employees; the total
5 pay periods worked by the PAGA Group; the total number of wage statements issued to the
6 PAGA Group; and the number of employees employed each pay period from August 24, 2019
7 through mediation.

8 **WHEREAS**, on September 27, 2021, the Parties attended an all-day mediation with
9 experienced wage-and-hour mediator Steve J. Rottman, Esq. and reached an agreement in
10 principle to resolve the Action;

11 **WHEREAS**, the Parties concluded that there were benefits associated with settling the
12 matters, and concluded, after taking into account the sharply disputed factual and legal issues
13 involved in this litigation, the risks associated with further prosecution, the substantial benefits
14 to be received pursuant to the compromise and settlement of the PAGA representative penalty
15 claims as set forth in the Settlement Agreement, and that settlement on the terms set forth therein
16 is in the best interest of the Plaintiff, the LWDA, the Aggrieved Employees covered by PAGA,
17 and Defendant, and is fair and reasonable;

18 **WHEREAS**, Defendant denies any liability or wrongdoing of any kind associated with
19 the claims alleged in the action; Defendant further denies that this action is appropriate for
20 PAGA representative treatment for any purpose other than settling this case; Defendant
21 contends, that it has complied at all times with the California Labor Code, the related California
22 Wage Orders, and all other state wage laws, and further contends that this case is without merit;
23 Defendant has denied and continues to deny each and every material factual allegation and
24 alleged claim asserted against it in this case and denies that Plaintiff or any other alleged
25 aggrieved employee has been harmed based on the allegations raised by Plaintiff;

26 **WHEREAS**, the Parties have reached a settlement of the claims of the Aggrieved
27 Employees who are defined as: all persons within the State of California who are or were
28 employed by Defendants as hourly, non-exempt employees in the State of California at any

1 time within the PAGA Period. The PAGA Period is from August 24, 2019 through the date of
2 mediation, September 27, 2021. According to the informal discovery conducted in advance of
3 the mediation in this matter, Plaintiff's counsel and expert witness analyzed a sampling of the
4 complete time and pay records for (10%) of the approximately 389 employees of Defendant
5 during the period from approximately August 24, 2019 to July 23, 2021. The number of pay
6 periods through mediation were estimated to be 13,100;

7 **WHEREAS**, thereafter, Parties negotiated and finalized the terms of a settlement
8 memorialized in a long-form Joint Stipulation of Settlement of PAGA Action (the "Settlement
9 Agreement"); a true and correct copy of the fully executed Settlement Agreement is appended
10 to the concurrently filed Declaration of Melissa A. Huether in Support ("Huether Dec.") as
11 **Exhibit 1.**

12 **WHEREAS**, any settlement of a PAGA action brought by an aggrieved employee must
13 be approved by the court. Lab. Code § 2699(1)(2); in 2009, the California Supreme Court held
14 that an aggrieved employee's representative action brought on behalf of the state and other
15 aggrieved employees against an employer for PAGA violations *does not* need to meet the
16 requirements for class certification nor does there need to be notice to the other employees.
17 *Arias v. Superior Court*, 46 Cal.4th 969, 975; thus, the Court simply reviews the settlement and
18 approves it if it is deemed to be fair and reasonable. *See Gutilla v. Aerotek, Inc.*, 2017 WL
19 2729864, at *3 (E.D. Cal. Mar. 2017) ("the court will approve a settlement of PAGA claims
20 upon a showing that the settlement terms (1) meet the statutory requirements set forth by PAGA,
21 and (2) are fundamentally fair, reasonable, and adequate in view of PAGA's public policy
22 goals."); *see also Rincon v. W. Coast Tomato Growers, LLC*, 2018 WL 828104, at *2 (S.D. Cal.
23 2018) (same);

24 **WHEREAS**, the Parties seek to obtain the Court's approval of the settlement terms and
25 resolve this matter in the most efficient manner possible; and

26 **WHEREAS**, for the reasons set forth in the supporting Declaration of Melissa A.
27 Huether, the PAGA settlement obtained here, including a gross PAGA settlement amount of
28 \$275,000, is fair and reasonable.

1 **THEREFORE, IT IS HEREBY STIPULATED AND PROPOSED BY THE**
2 **PARTIES HERETO AS FOLLOWS:**

3 The Parties stipulate and jointly request that the Court approve the following terms of the
4 fully-executed Stipulation of PAGA Resolution (“Settlement Agreement”) which includes the
5 following key terms:

- 6 1. “Aggrieved Employees” or “PAGA Group” is defined as all persons within the
7 State of California who are or were employed by Defendants as hourly, non-
8 exempt employees in the State of California at any time within the PAGA Period
9 (Settlement Agreement § I.M.);
- 10 2. “PAGA Period” or “Settlement Period” is defined as the time period from
11 August 24, 2019 through September 27, 2021. (Settlement Agreement § I.O.);
- 12 3. “Settlement Amount” or “Gross Settlement Fund” refers to the Two Hundred
13 Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) which shall be
14 paid by Defendant, and from which all Net Settlement Payments, Court
15 approved attorneys’ fees and litigation costs, Administrative Costs,
16 enhancement to Named Plaintiff, and distribution to the LWDA (Settlement
17 Agreement §I.U.):
 - 18 a. Plaintiff’s Counsel shall not seek or receive an amount in excess of
19 Ninety-One Thousand, Six Hundred Sixty-Six Dollars and Zero Cents
20 (\$91,666.00) which represents 33 1/3% or one third of the Settlement
21 Amount for all past and future attorneys’ fees necessary to prosecute,
22 settle, and administer the Action and this Resolution (Settlement
23 Agreement § X);¹
 - 24 b. Plaintiff’s Counsel shall not seek or receive an amount in excess of
25 Fifteen Thousand Dollars (\$15,000.00) for all past and future litigation

26
27 ¹ See ¶¶ 38-53 of Declaration of Melissa A. Huether in Support of Joint Stipulation Requesting Approval of
28 Settlement Pursuant to the Private Attorneys General Act of 2004, filed concurrently herewith, for briefing on
Plaintiff’s counsel’s request for attorneys’ fees. Plaintiff’s contends 33 1/3% of the Settlement Amount is fair and
reasonable as this is a common fund settlement.

1 costs and expenses necessary to prosecute, settle, and administer the
2 Action and this Resolution (Settlement Agreement § X). Plaintiff's
3 counsel has only incurred \$11,068.98 and is therefore only requested
4 reimbursement of litigation costs in the amount of \$11,068.98. The
5 unused amount of litigation costs will remain a part of the Net Settlement
6 Amount;

7 c. Plaintiff shall not seek or receive an amount in excess of One Thousand
8 Five Dollars (\$1,500.00) for her participation in and assistance with the
9 litigation. If the Court approves an enhancement of less than One
10 Thousand Five Dollars (\$1,500.00) to Plaintiff, then the unapproved
11 portion or portions shall revert into the Net Settlement Amount
12 (Settlement Agreement § XI); and

13 d. Charges and expenses of the Settlement Administrator, estimated to be
14 Four Thousand Dollars (\$4,000.00), will be paid from the Settlement
15 Amount. Any charges and expenses of the Settlement Administrator
16 greater than the allocated Four Thousand Dollars (\$4,000.00) will come
17 from the Settlement Amount (Settlement Agreement § VI).

18 4. Based on the requested amounts which are to be paid from the Gross Settlement
19 Fund, the estimated Net Settlement Amount is \$166,765.02, of which 75% (i.e.,
20 \$125,073.77) will be distributed to the LWDA and the remaining 25% (i.e.,
21 \$41,691.26) will be distributed to Aggrieved Employees. The average payment
22 to Aggrieved Employees is approximately \$107.18, based on 389 Aggrieved
23 Employees sharing an estimated \$41,691.26.

24 5. No Ability to Object or Opt-Out. The alleged Aggrieved Employees are not
25 permitted to opt-out or object to the Settlement Agreement. *See Robinson v.*
26 *Southern Counties Oil Co.* (August 13, 2020), First Appellate Dist. A158791;
27
28

- 1 6. The Net Settlement Amount shall be characterized as 100% civil penalties. The
2 Settlement Administrator shall pay seventy-five percent (75%) of the Net
3 Settlement Amount to the LWDA. (Settlement Agreement §§ I.J. & XII.A.);
- 4 7. PAGA Notice and Payment Procedure:
- 5 a. As soon as practicable following Approval of the Resolution, but no later
6 than twenty (20) calendar days after the Court's Approval, Defendant
7 will provide to the Settlement Administrator the PAGA List. The PAGA
8 List shall include a list of Aggrieved Employees including: (1) name; (2)
9 last known home address; (3) number of pay periods as a PAGA Group
10 member during the PAGA period; and (4) social security number.
11 (Settlement Agreement § I.N. & VII.A.1);
- 12 b. The Settlement Administrator shall run all the addresses provided
13 through the United States Postal Service NCOA database (which
14 provides updated addresses for any individual who has moved in the
15 previous four years and has notified the U.S. Postal Service of a
16 forwarding address) to obtain current address information. (Settlement
17 Agreement § VII.A.2.);
- 18 c. Within thirty (30) calendar days after the Settlement Administrator's
19 receipt of the PAGA List, the Settlement Administrator will mail the
20 Notice of PAGA Settlement together with a settlement payment to all
21 PAGA Group members by first-class United States mail, postage
22 prepaid, with directions to the Postmaster to forward the Notice and
23 return all undeliverable Notices to the Settlement Administrator. For
24 each Notice of PAGA Settlement and settlement payment that is returned
25 as undeliverable, the Settlement Administrator shall promptly attempt to
26 locate the Aggrieved Employee by performing an additional skip trace
27 and shall re-mail the Notice of PAGA Settlement and settlement check
28

no later than ten (10) calendar days following receipt of the undeliverable Notice of PAGA Settlement. (Settlement Agreement § VII.A.3.);

d. The Notice of PAGA Settlement will be provided in English and Spanish.

e. Defendant will deposit the Settlement Amount in escrow with the Settlement Administrator within twenty (20) business days of its receipt of a notice of entry of the Court's Approval order (Settlement Agreement § VIII.B.1.);

f. The Net Settlement Amount will be subdivided as follows: 75% of the payment will be paid to the Labor and Workforce Development Agency and 25% will be paid to Aggrieved Employees. Members of the PAGA Group will receive a lump sum payment in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement. The lump sum 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 member (Settlement Agreement §§ I.J, I.K. & VIII.A.1-2);

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

1 Settlement Payment was drafted. (Settlement Agreement § VIII.B.4.);

2 and

- 3 h. The Settlement Administrator shall cause the Court approved
4 enhancement to Named Plaintiff, attorneys' fees, litigation costs, and
5 LWDA Payment to be paid at the same time and manner as the
6 Settlement Payments to the PAGA Group (i.e., within thirty (30)
7 calendar days after the Settlement Administrator's receipt of the PAGA
8 List) (Settlement Agreement § VII.A.3. & VIII.C.).

9 Dated: May 16, 2022

Respectfully submitted,
10 **LAVI & EBRAHIMIAN, LLP**
11 **LAW OFFICES OF SAHAG MAJARIAN II**

12 By: 

13 Joseph Lavi, Esq.
14 Vincent C. Granberry, Esq.
15 Melissa A. Huether, Esq.
16 Sahag Majarian II, Esq.
17 Attorneys for PLAINTIFF
18 TASHA SAMPSON

16 Dated: May 13, 2022

Respectfully submitted,
17 **THOMPSON COBURN LLP**

18 
19 By: _____

20 John L. Viola, Esq.
21 Keith J. Rasher, Esq.
22 Attorneys for DEFENDANT
23 CONTINENTAL CURRENCY
24 SERVICES, INC.
25
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28

1 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
2 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
3

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

7 Plaintiff,

8 vs.

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

11 Defendants.

Case No.: 20STCV41882

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

**~~PROPOSED~~ ORDER GRANTING JOINT
STIPULATION REQUESTING
APPROVAL OF SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004
("PAGA") AND JUDGMENT**

12 Pursuant to Stipulation by the parties and good cause appearing:

13 Having considered the submissions of Plaintiff Tasha Sampson ("Plaintiff") and
14 Defendant Continental Currency Services, Inc. ("Defendant") (collectively, the "Parties"), and
15 all legal authorities and documents submitted in support thereof, including the Joint Stipulation
16 of Settlement of PAGA Action (the "Settlement Agreement") attached to the Huether Dec. as
17 **Exhibit 1**, and good cause appearing,

18 **HEREBY ORDERS AND ENTERS JUDGMENT**, as follows:

19 1. All terms used herein shall have the same meaning as defined in the Settlement
20 Agreement attached to the Huether Dec. as **Exhibit 1**.

21 2. The Court hereby approves the terms set forth in the Settlement Agreement and
22 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
23 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
24 the Settlement Agreement has been reached as a result of informed and non-collusive arm's-
25 length negotiations. The Court further finds that the Parties were able to reasonably evaluate
26 their respective positions. The Court also finds that settlement now will avoid additional and
27 potentially substantial litigation costs, as well as delay and risks if the Parties were to continue
28

1 to litigate the case. The Court has reviewed the monetary recovery being provided as part of
2 the Settlement and recognizes the significant value accorded to the Aggrieved Employees.

3 3. The Settlement Agreement is not an admission by Defendant or by any other of
4 the Released Parties, nor is this Order a finding of the validity of any allegations or of any
5 wrongdoing by any Defendant or any other Released Parties. Neither this Order, the Settlement
6 Agreement, nor any document referred to herein, nor any action taken to carry out the
7 Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
8 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of
9 the other Released Parties.

10 4. The entire Net Settlement Amount (the remainder of the Settlement Amount after
11 deducting Plaintiff's counsel's fees (\$91,666) and costs (\$11,068.98) and the costs of
12 administration (no more than \$4,000) from the \$275,000 Gross Settlement Sum) shall be
13 allocated for payment of civil penalties and shall be distributed 75% to the LWDA and 25% to
14 the Aggrieved Employees.

15 5. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
16 based on the number of pay periods worked by each Aggrieved Employee for Defendants during
17 the Settlement Period. "Aggrieved Employees" means all persons within the State of California
18 who are or were employed by Defendants as hourly, non-exempt employees in the State of
19 California at any time within the PAGA Period. "PAGA Period" means the time period from
20 August 24, 2019 to September 27, 2021

21 6. Defendants shall pay the Aggrieved Employees pursuant to the procedure
22 described in the Settlement Agreement.

23 7. The Court hereby confirms Lavi & Ebrahimian, LLP and the Law Offices of
24 Sahag Majarian II as PAGA Counsel.

25 8. The Court hereby awards attorneys' fees in the amount of 33 1/3% of the
26 Settlement Amount, which is \$91,666.00 in attorneys' fees and \$ 11,068.98 in attorneys' costs.
27
28

1 The payment of fees to Plaintiff's Counsel shall be made in accordance with the terms of the
2 Settlement.

3 9. The Court approves the Notice of PAGA Resolution attached as Exhibit A to the
4 Settlement Agreement.

5 10. All settlement checks will remain valid for 180 days after which the checks shall
6 become null and void, and any monies remaining in the distribution account shall be
7 transmitted to the California State Controller for deposit in the Unclaimed Property Fund in the
8 name of the PAGA Group member to whom the uncashed Net Settlement Payment was drafted.

9 11. The Court further orders, adjudges and decrees that upon Approval by the
10 Court of this Settlement, Plaintiff, as a representative of the State of California, Aggrieved
11 Employees, and the State of California will release any and all claims and causes of action,
12 known or unknown, contingent or accrued, against Defendant, and each of its predecessors,
13 parents, subsidiaries, divisions, affiliates and related entities, officers, directors, shareholders,
14 partners, joint venturers, persons, employees, agents, servants, representatives, members,
15 attorneys, insurers, principals, managers re-insurers, assigns, and affiliates and any and all
16 other entities with whom they have been, are now, or may hereafter be affiliated, and any of
17 its affiliated companies, predecessors, successors and assigns, as well as its past or present
18 officers, directors, agents, representatives, attorneys, partners, joint venturers, insurers, re-
19 insurers, assigns, (collectively "Released Entities"), arising out of the facts and claims
20 asserted in the Litigation, or which may be asserted in the Litigation based upon the factual
21 allegations in the Complaint, for civil penalties under the Private Attorney General Act of
22 2004 Cal. Lab. Code § 2698, for violations of the California Labor Code governing: all
23 claims for failure to provide compliant meal and rest periods and associated premium pay, or
24 to properly calculate and/or pay premium pay in lieu of meal and rest periods; all claims for
25 failure to pay overtime wages and for failure to properly calculate overtime wages; all claims
26 for failure to pay minimum wages, straight time wages, bonus, commissions, or incentive
27 compensation, and for failure to properly calculate minimum wages, straight time wages,
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1 bonus, commissions, or incentive compensation, and all theories for or related to nonpayment
2 of such wages; all claims for non-compliant, incomplete, and/or inaccurate wage statements;
3 all claims for the failure to timely pay wages upon termination; all claims for the failure to
4 pay wages timely; and any other penalties which could be asserted based on the allegations
5 alleged against Defendant in Plaintiff's LWDA letter and amended letter and the Litigation,
6 which includes, without limitation, Labor Code sections 200, 201, 202, 203, 204, 226, 246,
7 510, 1174, 1194, and 1197.

8 12. This Court shall retain jurisdiction with respect to all matters related to the
9 administration and consummation of the settlement, and any and all claims, asserted in, arising
10 out of, or related to the subject matter of the lawsuit, including but not limited to all matters
11 related to the settlement and the determination of all controversies relating thereto.

12
13 Date: May 26, 2022



14 By: **Maurice A. Leiter**
15 Hon. Maurice A. Leiter
16 Judge of the Superior Court
17 Maurice A. Leiter / Judge
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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On May 26, 2022, I served the foregoing document, described as:

**“JOINT STIPULATION REQUESTING APPROVAL OF SETTLEMENT PURSUANT TO
THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”); [PROPOSED]
ORDER AND JUDGMENT THEREON”**

on all interested parties in this action as follows:

*Attorneys for Defendant CONTINENTAL
CURRENCY SERVICES, INC.:*

John L. Viola, Esq.
Keith J. Rasher, Esq.
THOMPSON COBURN LLP
10100 Santa Monica Blvd., Ste. 500
Los Angeles, CA 90067

☒ **(BY MAIL)** As follows:

I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct. Executed on May 16, 2022, at Beverly Hills, California.



J. Cesar Flores