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Attorneys for Plaintiffs
DARLENE TORRES, LEANNA RUVALCABA,
and MARCELLA BERNAL, individually and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

DARLENE TORRES, LEANNA
RUVALCABA, and MARCELLA BERNAL,
individuals, on their own behalf and on behalf of
all similarly aggrieved employees,

Plaintiffs,

v.

MONETARY MANAGEMENT OF
CALIFORNIA, INC., a foreign corporation;
DFC GLOBAL CORP., a foreign corporation;
and DOES 1through 50, inclusive,

Defendants.

Case No.: 21STCV09917

*[Assigned for all purposes to the Hon. William F.
Highberger, Dept. 10]*

Complex Class Action

**DECLARATION OF TARAS KICK IN
SUPPROT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Date: January 17, 2023

Time: 1:30 p.m.

Dept: 10

Complaint filed: March 12, 2021

FAC filed: June 9, 2022

Trial date: None set

DECLARATION OF TARAS KICK

I, Taras Kick, declare:

1. I am an attorney licensed to practice before all courts of the State of California and a shareholder with The Kick Law Firm, APC. The following is based on my personal knowledge, and, if called as a witness, I could and would testify competently thereto.

2. I have been a member of the California State Bar since 1989, the year I graduated from the University of Pennsylvania Law School. Prior to that, in 1986, I graduated from Swarthmore College, from which I earned a Bachelor of Arts degree in Economics and Psychology. I have served as class counsel in numerous national and California state class actions, including being appointed lead counsel and a member of plaintiffs' executive committees. From 2012 to September 2017, I was a Commissioner of the California Law Revision Commission, an independent state agency created by statute in 1953 to assist the Legislature and Governor by examining California law and recommending needed reforms, having been appointed by Governor Edmund G. Brown Jr. in 2012, and was Chairperson of the Commission from September 2015 through September 2016 (although my role in this case is independent of any aspect of my duties with the Commission and does not reflect one way or the other any positions of the Commission). For over five years I was a member of the national Board of Directors of Public Justice, including its Class Action Preservation Committee. I am or have been a member of numerous other committees pertaining to consumer class actions, including the American Association for Justice Class Action Litigation Sub-Group; the Consumer Attorneys of California Class Action Group; the American Bar Association Committee on Class Actions & Derivative Suits; and, the State Bar of California Antitrust and Unfair Competition Litigation section. The Kick Law Firm, APC primarily represents plaintiffs in wage and hour and consumer class actions.

3. The class action cases in which this firm has been appointed either as lead counsel, or as co-lead counsel, include the following: *Eaton v. Cavalia (USA) Inc., et al.*, San Francisco County Superior Court, Case No. CGC-19-579421, assigned to Richard B. Ulmer (class and representative PAGA action, final approval granted November 21, 2022); *Johnson v. Randy Taylor Consulting, LLC, et al.*, Los Angeles County Superior Court Case No. 21SMCV00156, assigned to Hon. Helen Zukin, SSC-207 (class and representative PAGA action, final approval granted November 2, 2022); *In Re Southern California Gas*

1 *Leak Cases*, Judicial Council Coordinated Proceeding No. 4861, assigned to Hon. Daniel J. Buckley,
2 Coordination Trial Judge, Dept. SSC-1 (co-lead counsel and member of the class action steering
3 committee, final approval granted April 29, 2022); *Samano v. Deleons Transport Inc.*, Los Angeles
4 County Superior Court, Case No. 19STCV44589, assigned for all purposes to Hon. Elihu M. Berle (class
5 and representative PAGA action; final approval granted January 22, 2022); *Johnson, et al., v. Angel View*,
6 San Bernardino County Superior Court, Case No. CIVDS1935378 (class and representative PAGA action;
7 final approval granted November 18, 2021); *Imperial Wage And Hour Cases*, San Bernardino County
8 Superior Court, Case No. JCPDS5130 (class and representative PAGA action; final approval granted
9 November 2, 2021); *Metzke v. Thermo Fisher Scientific, Inc.*, San Francisco County Superior Court, Case
10 No. CGC-19-581914 (class and representative PAGA action; final approval granted October 28, 2021);
11 *Story v. SEFCU*, United States District Court for the Northern District of New York, Case No. 1:18-cv-
12 00764 (an overdraft fee class action, final approval granted on February 25, 2021); *Daves, et al. v.*
13 *Amadeus Waterawys, Inc.*, Los Angeles County Superior Court, Case No. 19STCV25203, assigned for all
14 purposes to Hon. Ann I. Jones (wage & hour class action; final approval granted January 8, 2021); *Smith*
15 *v. Bank of Hawaii*, United States District Court for the District of Hawaii, Case No. 1:16-cv-00513 (an
16 overdraft fee class action, final approval granted on December 22, 2020); *Coleman-Weathersbee v.*
17 *Michigan State University Federal Credit Union*, United States District Court for the Eastern District of
18 Michigan, Case No. 2:19-cv-11674 (an overdraft fee class action, final approval granted on July 29, 2020);
19 *Walker v. People's United Bank*, United States District Court for the District of Connecticut, Case No.
20 3:17-cv-00304 (an overdraft fee class action, final approval granted on June 29, 2020); *Salls v. Digital*
21 *Federal Credit Union*, United States District Court for the District of Massachusetts, Case. No. 18-cv-
22 11262-TSH (an overdraft fee class action, final approval granted in January 2020); *Pingston-Poling v.*
23 *Advia Credit Union*, United States District Court for the Western District of Michigan, Case No. 1:15-
24 CV-1208 (an overdraft fee class action, final approval granted in January 2020); *Lloyd v. Navy Federal*
25 *Credit Union*, United States District Court for the Southern District of California, Case No. 3:17-cv-01280
26 (an overdraft fee class action, final approval granted May 18, 2019); *Ketner v. SECU Maryland*, Civil
27 No.:1:15-CV-03594-CCB (D. MD. 2017) (an overdraft fee class action, final approval granted January
28 11, 2018); *Towner v. 1st MidAmerica Credit Union*, No. 3:15-cv-1162 (S.D. Ill. 2017) (an overdraft fee

1 class action, final approval granted in November 2017); *Lane v. Campus Federal Credit Union*, Case No.
2 3:16-cv-00037 (M.D. La. 2017) (an overdraft fee class action, final approval granted in August 2017); *Fry*
3 *v. MidFlorida Credit Union*, United States District Court for the Middle District of Florida, Case No.
4 8:15-CV-2743 (an overdraft fee class action, final approval granted); *Ramirez v. Baxter Credit Union*,
5 United States District Court for the Northern District of California, Case No. 16-cv-03765-SI (an overdraft
6 fee class action, final approval granted); *Lynch v. San Diego County Credit Union*, San Diego County
7 Superior Court, Case No. 37-2015-00008551 (an overdraft fee class action, final approval granted);
8 *Gunter v. United Federal Credit Union*, United States District Court for the District of Nevada, Case No.
9 3:15-cv-00483-MMD-WGC (an overdraft fee class action, final approval granted); *Hernandez v. Point*
10 *Loma Credit Union*, San Diego County Superior Court, Case No. 37-2013-00053519 (an overdraft fee
11 class action, final approval granted); *Gray v. Los Angeles Federal Credit Union*, Los Angeles County
12 Superior Court, Case No. BC625500 (an overdraft fee class action, final approval granted in); *Morales v.*
13 *Kern Schools Federal Credit Union*, Kern County Superior Court, Case No. BCV-15-100538 (an
14 overdraft fee class action, final approval granted in June 2017); *Manwaring v. Golden 1 Credit Union*,
15 Sacramento County Superior Court, Case No. 34-2013-00142667 (an overdraft fee class action, final
16 approval granted); *Casey v. Orange County Credit Union*, Orange County Superior Court No. 30-2013-
17 00658493-CJ-BT-CXC (an overdraft fee class action, final approval granted); *Sewell v. Wescom Credit*
18 *Union*, Los Angeles County Superior Court No. BC5860 (an overdraft fee class action, final approval
19 granted); *Fernandez v. Altura Credit Union*, Riverside County Superior Court, Case No. RIC1610873 (an
20 overdraft fee class action, final approval granted); *Hernandez v. Logix Federal Credit Union*, Los Angeles
21 County Superior Court, Case No. BC628495 (an overdraft fee class action, final approval granted);
22 *Bowens v. Mazuma Federal Credit Union*, United States District Court for the Western District of
23 Missouri, Case No. 15-00758-CV-W-BP (an overdraft fee class action, final approval granted); *Santiago*
24 *v. Meriwest Credit Union*, Sacramento County Superior Court, Case No. 34-2015-00183730 (an overdraft
25 fee class action, final approval granted); *Howard v. Sage Software*, Los Angeles County Superior Court
26 Case No. BC487140 (final approval granted); *Kirtley v. Wadekar*, United States District Court for the
27 District of New Jersey, Case No. 05-5383 (final approval granted); *Pereyra v. Mike Campbell &*
28 *Associates*, Los Angeles County Superior Court Case No. BC365631 (final approval granted); *Alston v.*

1 *Pacific Bell*, Los Angeles County Superior Court Case No. BC297863 (final approval granted); *Oshaben*
2 *v. Monster Worldwide, Inc.*, et al., San Francisco County Superior Court Case No. CGC-06-454538 (final
3 approval granted); *Cole v. T-Mobile USA, et al.*, Central District of California Case No. 06-6649 (final
4 approval granted).

5 4. Other attorneys at The Kick Law Firm, APC (“TKLF”) who worked on this matter include
6 Greg Taylor, a 2016 graduate of UCLA School of Law, where he was a Dean’s merit scholarship recipient
7 and a member of the *UCLA Entertainment Law Review*, who has represented plaintiffs in employment
8 actions for approximately five years before joining TKLF in 2022; Jeffrey Bils, a 2014 graduate of UCLA
9 School of Law, where he was a member of the *UCLA Law Review* and recipient of the Dean’s Award for
10 Statutory Interpretation, who has practiced almost exclusively in California employment matters,
11 including class actions and representative PAGA actions over the past seven years; and, Karen Wallace,
12 who holds a Ph.D in English from UCLA, was admitted to the California Bar in 2010, and who since then
13 has in large practiced in plaintiffs’ employment and consumer cases.

14 5. The Kick Law Firm, APC, represents Plaintiffs Darlene Torres, Leanna Ruvalcaba, and
15 Marcella Bernal and the proposed putative class (“Plaintiffs”), and this declaration is in support of the
16 concurrently filed motion seeking preliminary approval of a proposed settlement with Defendant
17 Monetary Management of California, Inc. (“Defendant”) in the gross non-reversionary amount of
18 \$1,500,000, for a Settlement “Class” of approximately 738 individuals ascertained from Defendant’s
19 records, defined as “all non-exempt employees who were employed by Money Mart in California during
20 the Claims Period, with the Claims Period defined as the period from March 12, 2017 to the point in time
21 where the class Workweeks reach 71,500, or until the Court grants preliminary approval of the Agreement,
22 whichever occurs first.” (the “Class Period,” also referred to as the “Claims Period”).

23 6. The proposed settlement is embodied in the parties’ Stipulation for Class Action Settlement
24 (the “Settlement” or “SA”), attached hereto as **Exhibit 1**. The proposed Notice of Pendency of Class
25 Action Settlement and Final Hearing (“Class Notice”) is attached as Exhibit 1 to the Settlement.

26 7. The Kick Law Firm, APC undertook this case on a contingent basis, with the understanding
27 that the firm would not be compensated for its efforts unless the case was successful. To date, TKLF has
28 not been paid for any of its time spent on this matter. The time spent on this matter by the firm’s attorneys

1 has required considerable work that could have, and would have, been spent on other billable matters. As
2 a result of having accepted and been devoted to this case, it is my informed belief this law firm wound up
3 not representing parties in cases it otherwise would have, and which in my opinion likely would have
4 compensated this firm at its hourly rates requested in this matter.

5 8. Plaintiffs Leanna Ruvalcaba, Marcella Bernal, and Darlene Torres worked for payday
6 lender Monetary Management of California, Inc. (“Money Mart” or “Defendant”) during the Class Period.
7 On December 17, 2020, pursuant to Labor Code § 2699.3, Plaintiffs submitted notice to the Labor and
8 Workforce Development Agency (“LWDA”) and to Defendants, LWDA Case No. LWDA-CM-815829-
9 20, of their intention to litigate various alleged Labor Code violations. A true and correct copy of the
10 PAGA Notice Letter served on the LWDA in connection with this action is attached hereto as **Exhibit 2**.

11 9. On March 12, 2021, Plaintiffs filed the initial PAGA-only complaint against Defendants
12 on behalf of themselves and others similarly aggrieved to recover civil penalties pursuant to California
13 Labor Code §§ 2698, *et seq.* (“PAGA”) for Defendants’ alleged violations of the California Labor Code
14 (“the Action”).

15 10. On June 2, 2022, the Court granted leave to file a First Amended Complaint (“FAC”), and
16 on June 9, 2022, Plaintiffs filed the FAC to add eleven (11) additional causes of action for Labor Code
17 violations and unfair and unlawful business practices on behalf of a class of similarly situated employees.
18 The FAC is the operative complaint.

19 11. Defendant DFC Global Corp. was dismissed without prejudice on June 2, 2022, as
20 Plaintiffs and Money Mart (collectively, the “Parties”) investigated and agreed the entity did not employ
21 Plaintiffs or Class Members. The dismissal of DFC Global Corp. did not reduce the Settlement amount
22 previously agreed to by acceptance of the mediator's proposal in any manner.

23 12. Both before and after initiating the Action on behalf of the putative class, Plaintiffs and
24 Class Counsel diligently investigated the claims alleged and conducted legal research regarding
25 Defendant’s potential liability and defenses. Money Mart retained respected and experienced class action
26 counsel, Bartko Zankel Bunzel & Miller. Leading up to mediation, counsel for Plaintiffs and Money Mart
27 engaged in numerous meetings and conferences and exchanged informal discovery. Among other things,
28 Money Mart produced a detailed sample of timekeeping and payroll records, which evidenced violations,

1 including Defendant's failure to provide employees the opportunity to take timely, duty-free meal periods.
2 Indeed, Plaintiffs received and reviewed hundreds of pages of data and documents, including Defendant's
3 written policies and a detailed sample of its non-exempt employees' timekeeping and payroll records for
4 111 employees, comprising 15% of the putative Class.

5 13. The Kick Law Firm, APC retained economic experts specializing in analysis of California
6 wage and hour issues, Berger Consulting Group, who then analyzed the data provided by Defendant and
7 created a damages model based on it. TKLF carefully considered the class claims at issue and its expert's
8 analysis of violation rates for Defendant's timekeeping and payroll data.

9 14. Based on the records produced by Defendant, Plaintiffs contended that Defendant's
10 Employee Handbook contains a facially unlawful provision, which does not authorize and permit rest
11 breaks for employees who work more than two hours but less than four hours. Moreover, Plaintiffs found
12 no evidence that Defendant paid premium wages for missed or short rest periods or had any process for
13 auditing records to identify violations. Analysis of Defendant's records also arguably confirmed that
14 employees were frequently denied the opportunity to take compliant meal periods, as defined by statute.
15 Indeed, Plaintiffs' experts found that the data provided by Money Mart demonstrates an approximately 25
16 percent rate of meal period violations.

17 15. On October 21, 2021, the Parties engaged in a private, neutral mediation with an
18 experienced wage and hour mediator, Marc Feder, Esq., which resulted in the Parties' acceptance of a
19 mediator's proposal. Following the successful mediation, the Parties drafted and executed a long form
20 agreement. Based on Plaintiffs' substantial investigation and analysis, Class Counsel was able to act
21 intelligently and effectively in negotiating at arm's-length and evaluating the mediator's recommendation.
22 Indeed, the investigation and informal discovery conducted in this matter have been adequate to give
23 Plaintiffs and Class counsel a sound understanding of the merits of their position, Defendant's defenses,
24 and to evaluate the reasonable value range of the claims of the Class.

25 16. The risks of achieving and maintaining class action status include, among others, facing
26 challenges to class certification and liability, the outcome of which is uncertain. Moreover, even though I
27 believe strong evidence exists showing Defendant's liability, the costs of continued discovery, law and
28 motion, and trial preparation would be substantial for all Parties.

1 17. Were litigation to proceed, there is a strong likelihood it would be protracted and
2 contentious, as Defendant disputes all aspects of Plaintiffs' claims. Plaintiffs would have to prepare and
3 file a motion for class certification, which outcome is uncertain based on Defendant's contentions, *inter*
4 *alia*, that individual questions of fact predominate, and that Plaintiffs cannot show the "willfulness"
5 requirement for Section 203 penalties. If the motion were granted, Defendant would likely move for
6 decertification, appeal certification, or move for Summary Judgment

7 18. To succeed on the merits, Plaintiffs would have to prove that Defendant actually engaged
8 in the practices and policies alleged and that those practices and policies violated the law. While Class
9 Counsel believe strong evidence exists showing Defendant's liability, there remains a risk that the trier of
10 fact might find otherwise. If the case were to proceed to trial, additional discovery would be needed and
11 the Parties would thus incur significant additional expenses, which money could go instead to fund a
12 settlement for the benefit of the Class as a whole. For instance, Plaintiffs would need to analyze all the
13 rest of Defendant's time and payroll data and prepare comprehensive damages models with their experts'
14 assistance to present at trial. Moreover, discovery disputes would have certainly arisen, which would have
15 cost the Parties additional time and money. Further, regardless of which Party prevailed, appellate practice
16 would no doubt ensue, further delaying any possible recovery by Class Members. In other words, both
17 Parties would likely incur substantial attorneys' fees and costs from continued litigation, likely
18 approaching hundreds of thousands of dollars.

19 19. There were numerous risks to continuing to litigate, including potentially viable defenses
20 that Defendant asserted or could have asserted as outlined below:

- 21 a. **Non-Certification and Liability.** Had the Action not settled, Defendant would have
22 challenged class certification and liability, as Defendant vigorously disputes all of
23 Plaintiffs' contentions. For instance, Defendant denied the allegations that Class
24 Members were required to work off-the-clock and not timely paid all wages due.
25 Plaintiffs' expert economic consultant assumed 30 minutes of off-the-clock time per
26 shift, and then extrapolated that to all class members, to equal approximately
27 \$3,433,791 in damages. However, Defendant, while denying violations, also provided
28 counter-evidence that even if such off-the-clock time occurred at all, it was a small

1 fraction of what had been contended by Plaintiffs. Plaintiffs noted that Defendant's
2 own records showed that all Class members were subject to common policies and
3 practices and paid according to uniform formulae. However, Plaintiffs also faced the
4 risk Defendant would successfully argue that individualized questions of fact
5 predominate over any common issues, and that such issues would preclude
6 certification. Indeed, Defendant argued that the Class is uncertifiable due to hundreds
7 of individual inquiries as to each Class Member's experience with supposedly working
8 off the clock and logging time worked.

9 b. **No Derivative Penalties.** Plaintiffs also faced the risk Defendant could successfully
10 argue that Plaintiffs' claims for wage statement and waiting time penalties claims are
11 entirely derivative of Plaintiffs' rest period and wage claims, and therefore suffered
12 from not only the same litigation risks as the rest break claims, but also additional risks
13 unique to these claims. For example, Defendant denies any willful failure to pay any
14 alleged compensation, creating a challenge to establish Defendant's *willfulness*.
15 Plaintiffs faced a significant risk that Money Mart would have been able to avoid
16 liability due to a defense that it did not engage in a "knowing and intentional"
17 violation—arguing that it should not be penalized for mere technical violations that do
18 not result in any injury. While Plaintiffs remain confident and prepared to zealously
19 pursue the claims, they recognize the possible risks of losing on the merits, especially
20 in light of the risk of being unable to recover derivative claims.

21 c. **Arbitration Agreement.** Regarding the class claims, Plaintiffs faced the risk
22 Defendant might successfully argue that Plaintiffs and the Class were subject to
23 arbitration agreements and that this would preclude a class action. While Plaintiffs
24 contend these agreements might not be enforceable, Plaintiffs face the risk that a Court
25 find otherwise, precluding a class action and dramatically reducing the maximum
26 potential value of Plaintiffs' claims.

27 d. **Other Risk Factors.** Plaintiffs also had to take into account other risks, including,
28 without limitation, the risks of losing on appeal, the possibility of the law changing, the

time value of money, and the inability to collect on a large judgment, among other things.

e. **Costs.** The Action clearly involves complex legal issues, including class certification. With regard to expected duration, litigating Plaintiffs' claims through trial could last two or more years if the proposed settlement is not approved. This would be expensive for all parties and delay or jeopardize what is now a certain recovery for the putative class.

f. **Discretionary PAGA Penalties.** Plaintiffs also take into account the significant risk that under Labor Code § 2699(e)(2), a court may award a lesser amount than the maximum civil penalty specified under PAGA, if based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive or confiscatory.

20. Prior to mediation, Plaintiffs' experts quantified PAGA penalties for unpaid wages, meal breaks, rest breaks, and business expenses under PAGA, Lab. Code § 2699(f)(2), assuming a \$200 penalty per employee per pay period for each subsequent violation. For non-compliant wage statements, Plaintiffs' experts assumed heightened initial and subsequent penalties of \$250 and \$1,000 per employee per pay period. Plaintiffs have re-evaluated these estimates to account for current law as well as the risks present.

21. When accounting for penalties available under current law, Plaintiffs have estimated maximum total waiting time, wage statement and PAGA penalties is reduced from \$15,707,413 to \$5,991,638. In other words, Plaintiffs have estimated if they were to prevail on all these liability issues, as well as on class certification, and if no discounts were applied for risk of success, the proposed settlement of \$1,500,000 equals approximately 10.3% of Defendant's maximum possible exposure for damages and penalties.

22. Plaintiffs have estimated Defendant's total risk-adjusted realistic exposure by applying the following discounts to the maximum total value of the claims calculated by Plaintiffs' experts: 50% for the risk of Defendant enforcing its arbitration agreement; 35% for the risk of non-certification; 20% discount on penalty claims under *Maldonado*; and 50% discount on PAGA claims for the Court's discretion on reducing penalties and underlying risks. If one applies these discounts, this reduces the

1 maximum possible damages and penalties to \$1,888,918.¹ By this estimation, the negotiated gross
2 settlement amount of \$1,500,000 thus represents about 79.4% of the realistic valuation of the claims.

3 23. As discussed above, Class Counsel, The Kick Law Firm, APC, has significant experience
4 in complex litigation, including wage and hour class actions, and has been diligent in representing the
5 putative Settlement Class. Plaintiffs Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal, the
6 proposed Class Representatives, have participated actively at all stages of the litigation, and their interests
7 are not in conflict with the absent class members. Plaintiffs agreed to act as Class Representatives and
8 understand their responsibility to assist Class Counsel in prosecuting the action on behalf of the Class.
9 Plaintiffs are members of the proposed class and were subject to the same employment policies and
10 practices as all other Class members. Indeed, the claims of the Class Members and the named Plaintiffs
11 are coextensive and there is no conflict between Plaintiffs and their counsel, on the one hand, and any
12 other Class Member. In this case, not only is there no conflict of interest, but Plaintiffs' interests are
13 essentially identical, if not entirely identical, to the interests of all the members of the Settlement Class.

14 24. The Settlement provides proposed service awards of \$7,500.00 each to the three Plaintiffs
15 (\$22,500 in total), which is intended to recognize the time, effort, and risk they undertook in bringing this
16 case and helping to secure the relief obtained for the members of the Class. Plaintiffs should be
17 compensated for their significant contributions provided to the Class, the arguable reputational risks they
18 undertook, their time and efforts expended on behalf of the Class, Plaintiffs' entering into a broader waiver
19 of claims outside of the scope of the Class claims released by the Class in the Settlement, and the
20 significant accomplishments of this case. Among other things, Plaintiffs stepped forward with willingness
21 to serve the Class, provided essential information for the prosecution of this action and in connection with
22 mediation and settlement, gathered and provided pertinent documents, took time to participate in phone
23 calls with counsel, were available during the all-day mediation, and reviewed the settlement documents.
24 At no time did Plaintiffs ever have a guarantee of any personal benefit as a result of this case.

25 //

26 //

27 //

28 ¹ \$14,530,138 x 0.5 x 0.65 x 0.8 x 0.5 = \$1,888,917.94

1 25. The parties have selected Simpluris, Inc. to act as the Settlement Administrator. Simpluris
2 has served us as settlement administrator in numerous class actions and has been appointed as
3 administrator by this Court. Of two reputable settlement administrators, Simpluris provided the lower bid.
4 Simpluris' bid in my opinion is fair and reasonable considering the size of the Class, the number of pages
5 to be mailed to Class members, the services provided by the Settlement Administrator including, posting
6 of information and case documents on a website, providing Spanish translation of Notice documents, skip
7 tracing and remailing returned mail, handling payroll tax calculations, and other necessary duties that will
8 be carried out. We have worked with Simpluris in other similar cases and are confident in its abilities to
9 adequately administer the Settlement, including with respect to handling class member data and settlement
10 funds. Attached hereto as **Exhibit 3** is a true and correct copy of the settlement administration bid provided
11 by Simpluris.

12 26. As the proposed Class Counsel in this matter is limited to attorneys of The Kick Law Firm,
13 no other firm will be sharing or splitting fees. Pursuant to the Settlement, Class Counsel will request, and
14 Defendant will not oppose, attorneys' fees in an amount equal to one-third (1/3) of the GSA, or \$500,000,
15 and reimbursement of litigation costs. (*See* Ex. 1, Settlement, VII.6.)

16 27. Class Counsel's litigation costs, which will be itemized with the final approval motion, are
17 currently approaching \$20,000. Though the Settlement provides for \$10,000, Class Counsel respectfully
18 requests for the Notice to indicate costs not to exceed \$20,000. Defense counsel has no objection to this
19 request, as Class Counsel seeks reimbursement of actual litigation costs and this request will not impact
20 the gross settlement amount.

21 28. The second half of the LA Superior Court Checklist ("Checklist") indicates a number of
22 items that the Settlement should address. (*See* Checklist pp. 4-8.) Class Counsel has gone through all items
23 in the Checklist and confirmed that each exist in the proposed Settlement and Notice, including the class
24 definition, monetary terms, release terms, and details of Notice administration.

25 29. A Proposed Judgment not including a dismissal pursuant to CRC 3.769 is attached hereto
26 as **Exhibit 4**.

27 30. On December 21, 2022, I am informed that my office is submitting the Settlement, Motion
28 for Preliminary Approval of Class and PAGA Action Settlement, and supporting declarations to the

1 California Labor and Workforce Development Agency (“LWDA”) pursuant to the Private
2 Attorneys General Act (“PAGA”). A true and correct copy of proof of submission of the Settlement to
3 the LWDA will be attached as **Exhibit 5** after confirmation of submission is received.

4 I declare under the penalty of perjury the foregoing things are true and correct to the best of my
5 belief and knowledge.

6 Executed this 21st day of December 2022, in Los Angeles, California.

7
8 /s/ Taras Kick
Taras Kick

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

DARLENE TORRES, LEANNA
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MONETARY MANAGEMENT OF
CALIFORNIA, INC., a foreign corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV09917

**STIPULATION FOR CLASS ACTION
SETTLEMENT**

Assigned for All Purposes to:
Hon. Terry Green, Dept. 14

Action Filed: 3/12/2021
FAC Filed: 4/___/2022

INTRODUCTION

Plaintiffs Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal (“Named Plaintiffs”) and

Defendant Monetary Management of California, Inc. (“Money Mart” or “Defendant”), hereby submit this Stipulation for Class Action Settlement (“Stipulation,” “Settlement” or “Agreement”) to the Court for its consideration. This Stipulation is filed in conjunction with Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, which Money Mart does not oppose. Named Plaintiffs’ lawsuit is premised on claims that Money Mart failed to pay minimum wages; failed to pay overtime wages; failed to pay all wages during employment; failed to provide compliant meal periods or pay required premiums; failed to permit compliant rest breaks or pay required premiums; failed to indemnify employees for necessary expenditures incurred in discharge of duties; failed to provide accurate itemized wage statements; failed to pay all wages due upon separation of employment; failed to pay wages within the required time; failed to keep accurate records; violations of Business and Professions Code §§ 17200, et seq.; and enforcement of Labor Code § 2698, et. seq. (“PAGA”).

STIPULATION AND SETTLEMENT AGREEMENT
OF CLASS ACTION CLAIMS

This Stipulation is made by Named Plaintiffs on behalf of themselves and the “Class Members” as defined herein, on the one hand, and Money Mart, on the other hand, in the above-captioned action (“Class Action” or “Action”) pending in the Superior Court for the State of California, County of Los Angeles, and subject to the approval of the Court.

I. Class Certification.

Solely for purposes of this Settlement, Named Plaintiffs and Money Mart (collectively, “Parties”) stipulate and agree to settle the Action as a class action. The Parties stipulate and agree to the certification of the Class Action against Money Mart for purposes of this Settlement only. Named Plaintiffs will have dismissed without prejudice claims against DFC Global, Corp. (“DFC”), which does not have non-exempt employees in California. Named Plaintiffs were never employees of DFC.

Should, for whatever reason, the Settlement not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-

1 settlement context in this Action and shall have no bearing on, and shall not be admissible in
2 connection with, the issue of whether a class should be certified in any other lawsuit. Money Mart
3 expressly reserves its right to oppose class certification should this Settlement not become final.

4 **II. Procedural History.**

5 On December 17, 2020, Named Plaintiffs submitted a Private Attorneys General Act, Cal.
6 Labor Code § 2698, et seq. (“PAGA”) notice to the Labor & Workforce Development Agency, and
7 served Money Mart and DFC with this same notice. On March 12, 2021, Named Plaintiffs filed their
8 original complaint as a representative action under PAGA against Money Mart and DFC on behalf
9 of themselves and all similarly situated employees. The Parties will file a Joint Stipulation and
10 Proposed Order Granting Leave to File a First Amended Complaint as putative class action adding
11 class action wage and hour claims against Money Mart to the PAGA action concurrently with
12 Named Plaintiffs’ Notice of Motion and Unopposed Motion for Preliminary Approval of Class-
13 Action Settlement. Named Plaintiffs have filed a request for dismissal without prejudice as to DFC.

14 **III. Investigation in the Action.**

15 The Parties have conducted significant informal discovery, and Named Plaintiffs have
16 conducted an investigation of the facts and law during the twelve-month period of time in which the
17 parties have litigated this Action. Such informal discovery and investigation has included, *inter*
18 *alia*, the exchange of hundreds of pages of documents and policies, as well as a significant sample
19 size of payroll records and timekeeping data used by Named Plaintiffs and Class Counsel (as defined
20 below) to determine potential violations of California wage-and-hour laws, if any, as well as the
21 scope of damages in the event violations could be proven. Class Counsel has further investigated
22 the applicable law as applied to the facts discovered regarding the alleged claims, damages, and
23 potential defenses thereto. In pertinent part, the investigation has yielded the following: Named
24 Plaintiffs generally allege that Class Plaintiffs (as defined below) have suffered damages; that
25 Money Mart did not pay Class Plaintiffs all wages and overtime premiums owed to them; that
26 Money Mart did not pay Class Plaintiffs all premium wages for meal and rest period violations;
27 that Money Mart did not provide Class Plaintiffs with legally compliant accurate itemized wage
28 statements; that Money Mart did not reimburse Class Plaintiffs for all business expenses; that

1 Money Mart failed to pay wages to the Class Plaintiffs within the required time; that Money Mart
2 failed to maintain employment records as required by law; that Money Mart owes wages, penalties,
3 liquidated damages, waiting time penalties, interest, attorneys' fees, or other damages based on a
4 failure to fully or timely compensate Class Plaintiffs for all hours worked at any time on or before
5 the last day of the Class Period while working for Money Mart (whether based on contract, the
6 California Wage Orders, the California Labor Code, or any other applicable law); that Money Mart
7 engaged in alleged unlawful, unfair and/or fraudulent business practices under California's Business
8 and Professions Code 17200 *et seq.*; that Money Mart violated the Labor Code Private Attorney
9 General's Act of 2004 ("the PAGA Claim"); and that Class Plaintiffs were harmed by the conduct
10 alleged in the Action. Thus, Named Plaintiffs demand various amounts for wages, penalties,
11 interest, costs, attorneys' fees, and other damages, on behalf of themselves and all Class Plaintiffs.

12 Based upon a thorough review of the law and facts of this case, Money Mart contends that
13 there is no basis for damages, attorneys' fees, liquidated damages, waiting time penalties, and/or
14 any other penalties to be assessed against it pursuant to California state law because Class Plaintiffs
15 were at all times properly paid all wages owed (including overtime) and were properly provided all
16 meal and rest periods as required under California law. As such, all amounts properly owed to Class
17 Plaintiffs were timely paid to them, and Money Mart disputes that Class Plaintiffs are owed any
18 additional wages. Money Mart denies that it failed to properly pay meal period or rest period
19 premium wages when required under applicable law, including but not limited to, the legal precedent
20 of *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Money Mart denies that it
21 failed to provide legally compliant accurate itemized wage statements; denies that they failed to
22 maintain employment records as required by law; denies that it failed to reimburse Class Plaintiffs
23 for business expenses; denies that it did not pay wages within the required time; denies that it did
24 not properly pay all wages to Class Plaintiffs upon their separation from their employment; and
25 denies that it owes or owed wages, penalties, interest, attorneys' fees, or other damages related to
26 the underlying claims during the Class Period. Nevertheless, given the risks inherent in litigation
27 and in the spirit of compromise, Money Mart, Named Plaintiffs, and Class Members hereby agree
28 to compromise all claims and forego any and all claims for liquidated damages and/or penalties

1 against Money Mart and the Released Parties pursuant to the California Labor Code and California
2 Wage Orders, and any other applicable law, in return for payments made pursuant to this Stipulation.

3 **IV. Benefits of Settlement to Class Members.**

4 Named Plaintiffs recognize the expense and length of continued proceedings necessary to
5 continue the litigation against Money Mart through trial and through any possible appeals. Named
6 Plaintiffs have also taken into account the uncertainty and risk of denial of a motion for class
7 certification and the uncertain outcomes resulting from further litigation, and the difficulties and
8 delays inherent in such litigation. Named Plaintiffs are also aware of the burdens of proof necessary
9 to establish liability for the claims asserted in the Action, Money Mart's defenses thereto, and the
10 difficulties in establishing damages for the Named Plaintiffs and Class Members. Named Plaintiffs
11 have also taken into account the settlement negotiations to date and a lengthy mediation
12 commencing on October 21, 2021, before Marc Feder, a renowned expert mediator of class actions,
13 representative actions, and collective actions, especially those in the wage-and-hour arena such as
14 the Action, and the fact that the Settlement is the product of a mediator's proposal. Moreover, the
15 mediator's proposal was accepted by the Parties only after further efforts on behalf of the mediator
16 to convey facts and arguments from Money Mart to the Named Plaintiffs, and vice versa, in an effort
17 to maximize the likelihood that a mediator's proposal would be accepted by both Parties. Based on
18 the foregoing, Named Plaintiffs have determined that the Settlement set forth in this Agreement is
19 a fair, adequate, and reasonable settlement, and is in the best interests of the Class Plaintiffs.

20 **V. Money Mart's Reasons for Settlement.**

21 Money Mart has concluded that further defense of this litigation would be protracted and
22 expensive. Substantial amounts of time, energy, and resources of Money Mart have been and, unless
23 this Settlement is made, will continue to be devoted to the defense of the claims asserted by Named
24 Plaintiffs on behalf of themselves and the putative class. Money Mart also assessed the risk of a
25 finding of liability against it and have taken into account the settlement negotiations to date. Money
26 Mart, therefore, agreed to settle in the manner and upon the terms set forth in this Agreement to put
27 to rest the Claims as set forth in the Action.

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1 **VI. Money Mart's Denials of Wrongdoing.**

2 Money Mart has denied and continues to deny each of the claims and contentions alleged by
3 Named Plaintiffs in the Action. Money Mart has repeatedly asserted and continues to assert
4 defenses thereto and have expressly denied and continue to deny any wrongdoing or legal liability
5 arising out of any of the facts or conduct alleged in the Action. Money Mart has also denied and
6 continues to deny, *inter alia*, that Named Plaintiffs and the Class Members have suffered damages,
7 that Money Mart owes wages, penalties, liquidated damages, waiting time penalties, interest,
8 attorneys' fees, or other damages of any kind, whether based on contract, the California Wage
9 Orders, or the wage-and-hour laws which would be applicable to any Class Member's employment
10 with Released Parties (as defined below) during the Class Period, or otherwise.

11 **VII. Class Claims.**

12 Named Plaintiffs, on behalf of themselves and all Class Plaintiffs (as defined below), have
13 claimed and continue to claim that the Released Claims (as defined below) have merit and give rise
14 to liability on the part of Money Mart. Neither this Agreement nor any documents referred to herein,
15 nor any action taken to carry out this Agreement, will be construed or used as an admission by or
16 against any Party (including Money Mart, Named Plaintiff, Class Plaintiffs, counsel, or Released
17 Parties, all as defined below), as to the merits or lack thereof of the claims asserted..

18 NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among Named Plaintiffs, on
19 behalf of themselves and the Class Members on the one hand, and Money Mart on the other hand,
20 and subject to the approval of the Court, that the Class Action is hereby being compromised and
21 settled pursuant to the terms and conditions set forth in this Agreement upon the Effective Date (as
22 defined below), subject to the recitals set forth herein above, which by this reference become an
23 integral part of this Agreement, and subject to the following terms and conditions:

24 **1. Definitions:**

25 (a) "Class Counsel" refers to Taras Kick and Karen L. Wallace and Sam Vahedi
26 of The Kick Law Firm, APC.

27 (b) "Class Plaintiffs" and "Class" are defined as all non-exempt employees who
28 were employed by Money Mart in California during the Claims Period. Class Plaintiffs and Class

1 comprise all putative class members as alleged in the proposed First Amended Complaint
2 (hereinafter referred to as “Complaint”). The Parties estimate there are approximately 738 Class
3 Plaintiffs.

4 (c) “Action” or “Class Action” refers to the action entitled *Darlene Torres,*
5 *Leanna Ruvalcaba, and Marcella Bernal, individually, on their own behalf and on behalf of all*
6 *similarly aggrieved employees v. Monetary Management of California, Inc., a foreign*
7 *corporation; DFC Global Corp., a foreign corporation; and Does 1 through 50, inclusive,* in
8 Superior Court of the State of California, County of Los Angeles, Case No. 21STCV09917, filed on
9 March 12, 2021, and as proposed to be amended subsequently.

10 (d) “Class Members” comprise all Class Plaintiffs who do not affirmatively opt
11 out of and exclude themselves from the Class in a timely manner, as defined herein.

12 (e) “Claims Period” is defined as the period from March 12, 2017, to the point
13 in time where the class Workweeks reach 71,500, or until the Court grants preliminary approval of
14 the Agreement, whichever occurs first.

15 (f) “Money Mart” means Monetary Management of California, Inc.

16 (g) “DFC” means DFC Global Corp.

17 (h) “Defendant” means defendant Money Mart.

18 (i) The “Effective Date” is defined as follows: If no objection to this Settlement
19 or to any of the terms and or conditions of the Stipulation are filed by a Class Member or any
20 intervenor to this action, the Effective Date shall occur on the day that the Court enters an order of
21 final approval of this settlement and enters judgment; however, if any objection to this Settlement
22 or to any of the terms and or conditions of the Stipulation is filed by any Class Member or intervenor
23 to the Action, the Effective Date shall occur upon the expiration of the time for the filing any appeal
24 of the order of final approval of this settlement and/or the judgment. If an appeal is filed or any writ
25 granted, then the Effective Date shall occur after the appeal has been dismissed or the writ dissolved,
26 and when there is no further time to appeal the dismissal of the appeal or the dissolution of the writ.

1 (j) **“Enhancement Award”** means the sum to be paid to the Named Plaintiffs, as
2 an enhancement for their singular role in undertaking this Action, and for the risks and work
3 attendant to this role, which award shall be deducted from the “Settlement Fund.”

4 (k) **“Named Plaintiffs”** means Plaintiff Darlene Torres, Leanna Ruvalcaba, and
5 Marcella Bernal.

6 (l) **“Net Settlement Amount”** means the Settlement Fund, less all of the
7 following: (i) Named Plaintiff’s Enhancement Awards; (ii) Class Counsel’s attorneys’ fees;
8 (iii) Class Counsel’s litigation costs and expenses; (iv) all expenses incurred by Simpluris (the
9 “Settlement Administrator”), the third-party claims administrator selected by the Parties; and
10 (v) PAGA Payments to PAGA Employees and the California Labor and Workforce Development
11 Agency (the “LWDA”).

12 (m) **“Objection/Exclusion/Dispute Deadline”** means forty-five (45) days after
13 the original Notice is mailed to the Class Members or twenty-one (21) days after re-mailing,
14 whichever is later. If the last deadline falls on a Sunday or federal or state holiday, the time to object
15 or seek exclusion will be extended to the next day on which the U.S. Postal Service is open.

16 (n) **“PAGA Period”** is defined as the period from January 6, 2020, through the
17 point in time where the class Workweeks reach 71,500, or the Court grants preliminary approval of
18 the class action settlement, whichever occurs first.

19 (o) **“PAGA Employees”** is defined as Class Plaintiffs who performed work for
20 Money Mart in California during the PAGA Period, regardless of whether they opt out of the Class
21 Settlement. The Parties estimate there are approximately 316 PAGA Employees.

22 (p) **“PAGA Payment”** means a PAGA Employee’s pro-rata share of the
23 Settlement Fund allocated to the PAGA Claim. Fifty thousand dollars and zero cents (\$50,000.00)
24 will be payable from the Settlement Fund to the LWDA and PAGA Employees, seventy-five percent
25 (75%) of which shall be distributed to the LWDA, and twenty-five percent (25%) of which shall be
26 distributed to PAGA Employees on a pro rata basis.

27 (q) **“PAGA Pay Period”** means any biweekly pay period during which a PAGA
28 Employee worked at least one (1) day or is otherwise identifiable as Money Mart’s non-exempt

1 employee in the state of California in Money Mart's records during the PAGA Period, which the
2 Settlement Administrator preliminarily and finally assigns as credits to individual PAGA
3 Employees when calculating individual PAGA Payments.

4 (r) **"PAGA Pay Period Dollar Value"** means the dollar value for each PAGA
5 Pay Period credit assigned to PAGA Employees, which shall be determined by dividing the PAGA
6 Payment to PAGA Employees by the aggregate number of all PAGA Pay Period credits assigned to
7 all PAGA Employees.

8 (s) **"Payment Date"** means the date by which Class Members receive payment
9 of their Settlement Payments and PAGA Payments.

10 (t) **"Settlement Fund"** means One Million Five Hundred Thousand Dollars and
11 zero cents (\$1,500,000.00), which is the maximum amount Defendant shall be required to pay under
12 this Agreement, and is inclusive of all attorneys' fees, attorneys' costs, incentive awards, claims
13 administration expenses, alleged damages, and PAGA Payment amounts. The employers' share of
14 all state and federal payroll taxes such as FICA, FUTA, UI, ETT, and SDI ("Payroll Taxes") are not
15 included in the Settlement Fund.

16 (u) **"Settlement Payment(s)"** mean the individual amounts to be paid to Class
17 Members pursuant to the terms of this Settlement, and exclusive of any PAGA Payments required
18 to be paid to PAGA Employees.

19 (v) **Complaint ("Complaint")** means the First Amended Complaint proposed to
20 be filed with the Court in this Action.

21 (w) **"Workweek(s)"** is any week in which a member of the Settlement Class
22 worked at least one day for the Defendant.

23 (x) **"Workweek Dollar Value"** means the dollar value for each Workweek credit
24 assigned to Class Members, which shall be determined by dividing the Net Settlement Amount by
25 the aggregate number of all Workweek credits assigned to all Class Members.

26 **2. Full Investigation.** Plaintiffs have fully investigated the factual and legal bases for
27 the causes of action asserted in the Class Action. Given the disagreement between the Parties as to
28 the viability of the claims raised by Plaintiffs in the Class Action, the Parties believe the Settlement

provided for herein is a fair, adequate, and reasonable settlement.

3. **Release As To All Class Members.** As of the date Defendant funds the Settlement, the Class Members, including Named Plaintiffs, release Defendant Money Mart and DFC, their respective affiliates, and each of their past or present officers, directors, members, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, joint ventures, owners, parent companies and attorneys and each of their respective company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents (the “Released Parties”), from the “Released Claims” arising during the Class Period. This release is subject to court approval. For purposes of this Agreement, the “Released Claims” are defined as all claims alleged in the Complaint or arising out of the facts alleged in the Complaint, whether known or unknown, whether for violation of any state or federal constitution, statute, rule, regulation, including the California Labor Code and the California Wage Orders, whether for economic damages, restitution, penalties, liquidated damages, or interest, including but not limited to claims that the Released Parties:

(i) did not pay the Class Members all amounts owed, including for regularly hourly pay, overtime premium, sick pay, Covid-19 sick pay, holiday pay, bonuses, incentive pay, and all other premiums required under the law;

(ii) failed to provide meal periods and rest breaks to the Class Members and provide meal or rest period penalties;

(iii) failed to pay or timely pay the Class Members for all hours worked;

(iv) did not provide legally compliant accurate itemized wage statements;

(v) did not properly pay all wages to the Class Members upon the Class Members’ separation from employment;

(vi) did not properly reimburse Class Members for business expenses, including the cost of using their cell phones and for mileage;

(vii) did not timely pay wages owed to Class Members;

(viii) did not maintain accurate and required records;

(ix) engaged in discrimination, retaliation, and/or took adverse action against Class Members for exercising their rights or engaging in protected activity;

(x) did not provide Class Members with timely and full payment of all wages due and undisputed and/or as ordered by the Labor Commissioner;

(xi) failed to lawfully pay at the place of discharge or in the county where the Class Member quit;

(xii) refused to perform its obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California and Federal wage and hour violations and/or retaliating against Class Members who made such disclosures or for exercising their rights or engaging in protected activity;

(xiii) subjected Class Members to work for longer hours than those fixed by IWC Wage Order No. 4-2001 or under conditions of labor prohibited by IWC Wage Order No. 4-2001, paying less than the various minimums fixed by IWC Wage Order No. 4-2001, and knowingly and willfully refusing and neglecting to comply with the provisions of IWC Wage Order No. 4-2001;

(xiv) and, arising from the foregoing, for alleged unlawful, unfair and/or fraudulent business practices under California and Business and Professions Code sections 17200, *et seq.* for the wage-and-hour violations alleged in the Complaint while employed by Defendant.

4. Release As To All PAGA Employees. As of the date Defendant funds the Settlement, the PAGA Employees and the LWDA release the Released Parties from claims for penalties under the Private Attorney General's Act of 2004 arising out of the Released Claims as alleged in Plaintiff's LWDA letter and alleged in the Complaint during the PAGA Period ("PAGA Release"). PAGA Employees cannot opt out of this Release of PAGA Claims. This release is subject to court approval.

5. General Release By Named Plaintiffs; 1542 Waiver by Named Plaintiffs. In addition to the release made by the Class Members set forth in Paragraphs 3 and 4 hereof, upon approval of this Stipulation, Named Plaintiffs shall be deemed to have generally released any and all claims, demands and causes of action of every kind and nature, whether known or unknown,

1 suspected or unsuspected, which the Named Plaintiffs now own or hold or at any time heretofore
2 have owned or held against the Released Parties, or any of them, arising out of, resulting from, or
3 in any way related to any transaction, agreement, occurrence, act, or omission whatsoever occurring,
4 existing, or omitted at any time before the Named Plaintiffs' signing of this Agreement.

5 Named Plaintiffs elect to waive the benefits of Section 1542 of the California Civil Code,
6 which states

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
8 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
9 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.

10 **6. Allocation of Settlement Fund.**

11 (a) Class Counsel intends to move the Court for an award of attorneys' fees
12 compensating Class Counsel for its representation of the Class Members in this matter in an amount
13 equal to thirty-three percent and one-third (33 1/3%) of the Settlement Fund, equal to Five Hundred
14 Thousand dollars (\$500,000), the entire amount of which is to be deducted from the Settlement Fund.
15 Class Counsel also intends to move the Court for an Order reimbursing Class Counsel's actual
16 litigation costs and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000), claims
17 administration fees and costs incurred by the Settlement Administrator in an amount not to exceed
18 Eleven Thousand Dollars (\$11,000), and an Enhancement Award in an amount not to exceed a Seven
19 Thousand Five Hundred Dollars (\$7,500) to each Named Plaintiff. The attorneys' fees, litigation
20 costs, claims administration costs and Enhancement Awards are to be paid out of the Settlement Fund
21 as explained below and shall not be an additional cost to Defendant. Fifty Thousand Dollars
22 (\$50,000) of the Settlement Fund shall be allocated to the PAGA Claim pursuant to California Labor
23 Code sections 2698, et. seq. From the \$50,000 attributed to the PAGA Claim, 75% shall be paid to
24 the LWDA, and 25% shall be distributed back into the Settlement Fund for the benefit of the PAGA
25 Employees.

26 (b) If the Court does not approve any of the awards as requested and described
27 above, then the difference not awarded shall be added to the Net Settlement Amount and distributed
28

1 between the Class Members on a pro rata basis based on a percentage of each individual Class
2 Member's Settlement Award.

3 (c) The Settlement Fund shall equal the amount available to pay all Settlement
4 Payments to the Class Members; Class Counsel's Fees Award; Class Counsel's litigation costs and
5 expenses; claims administration fees and costs; Enhancement Award to Named Plaintiff; and PAGA
6 Payments to PAGA Employees and the LWDA.

7 **7. Allocation of Net Settlement Amount.** Class Members will receive a Settlement
8 Payment from the Net Settlement Amount. There shall be no requirement that any Class Plaintiff
9 submit a claim form to become a Class Member. Class Members who do not negotiate the
10 Settlement Payment shall be subject to the full release of claims as set forth in Paragraph 3 above.
11 The Net Settlement Amount will be distributed to Class Members. The Net Settlement Amount will
12 be allocated to the Class for distribution to the Class Members on a pro-rata basis, based on each
13 Class Members' total earned compensation during the Class Claims Period. Class Plaintiffs who
14 opt out cannot be Class Members and therefore will not receive a distribution from the Net
15 Settlement Amount, except PAGA Employees cannot opt out of the PAGA release or receiving a
16 PAGA Payment. Class Plaintiffs who do not opt out in a timely manner automatically become Class
17 Members and need not submit a claim form in order to receive a distribution from the Net Settlement
18 Amount.

19 **8. Basis for Distribution.** Class Settlement Payments will be made on a pro-rata basis
20 to all Class Members who do not opt out in a timely manner. The Settlement Payments paid to the
21 Class Members will be allocated between penalties (80%), and wages (20%). PAGA Payments will
22 be characterized as only penalties. Taxes will be withheld on any wage portions paid to Class
23 Members. The amount allocated as penalties and interest paid to each Class Member shall be paid
24 without deduction or offset to reflect payment of alleged interest, penalties, and other non-wage
25 amounts, although Defendant may issue an IRS Form 1099-Misc and/or IRS Form 1099-Int to
26 reflect these payments for penalties and interest, if required. The employer-side taxes are not
27 included in the gross settlement amount.

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1 **9. Additional Distribution Details.**

2 (a) Time for Distribution of the Settlement Payments and PAGA Payments.

3 Settlement Payments and PAGA Payments shall be made on a one-time basis. Within thirty (30)
4 calendar days after the Effective Date, the Settlement Fund shall be paid to the Settlement
5 Administrator for proper distribution under the terms of this Settlement. The Parties agree that all
6 Settlement Payments will be allocated as recommended by the Settlement Administrator in
7 conformance with applicable tax laws with IRS Forms issued accordingly, as required by law. Class
8 Members shall take full and complete responsibility for any and all tax liability incurred by them
9 resulting from sums paid to them pursuant to this settlement and Agreement.

10 (b) Opt-Outs. Excluded from receiving a Settlement Payment under the terms of
11 this Agreement are all Class Plaintiffs who submit a valid and timely request for exclusion from the
12 class action settlement. PAGA Employees cannot opt out of the PAGA Release or receiving
13 payment of their PAGA Payments.

14 (c) Class Members Who Fail to Negotiate Settlement Payment. It is possible,
15 but not certain, that one or more Class Members who receive the Settlement Payment will fail to
16 negotiate this payment within the one hundred and eighty (180) day negotiation period described in
17 Section 9(d) below. Such individuals will remain Class Members and the amount of the Settlement
18 Payment made to them will be treated as unclaimed funds as described in Section 9(d) below.

19 (d) Disposition of Unclaimed Funds. All unclaimed Settlement Payments and
20 PAGA Payments shall become null and void one hundred and eighty (180) days following the
21 issuance date on the settlement checks. The funds associated with any checks not properly or timely
22 negotiated shall be deposited with the State Controller of the State of California, pursuant to
23 applicable law. They shall not be remitted to the Department of Industrial Relations. Class Members
24 who fail to negotiate their check(s) within the specified time limit shall remain bound by the
25 Settlement and its releases.

26 **10. Fees Award, Costs, and Enhancement Award.**

27 (a) Class Counsel shall petition the Court for an award of attorneys' fees and
28 costs. Defendant shall not, directly or indirectly, oppose or contest this request. Class Counsel shall

1 not be permitted to apply to the Court for or accept any additional payments for fees or interest, and
2 the fees and costs agreed upon in this Stipulation shall be for all claims for attorneys' fees and costs
3 past, present, and future incurred in the Action.

4 (b) An IRS 1099 Form will be issued to Class Counsel with respect to its award
5 of attorneys' fees and costs.

6 (c) Class Counsel may apply for an Enhancement Award in an amount not to
7 exceed \$7,500 allocated to each of the Named Plaintiffs for their time and effort spent pursuing the
8 Action, and for the risks undertaken for fees and costs in the event of an unsuccessful outcome in
9 this Action. Defendant agrees not to oppose such an application, so long as it is consistent with the
10 provisions of this Agreement. The Enhancement Award shall be paid out of the Settlement Funds
11 and shall not constitute an additional expense for Defendant. In addition to the Enhancement
12 Awards, Named Plaintiffs are eligible to receive a Settlement Payment and PAGA Payment. The
13 Enhancement Award will not be taxed as wages. For such award, Named Plaintiffs will each receive
14 an IRS 1099 Form.

15 **11. Time for Distribution.**

16 (a) Within fourteen (14) business days of the Settlement Administrator's receipt
17 of the Settlement Funds, the Settlement Administrator shall mail checks to Class Counsel, or send
18 by wire, the payment of the Enhancement Award and Class Counsel's awarded Fees and Costs

19 (b) Within fourteen (14) business days of the Settlement Administrator's receipt
20 of the Settlement Funds, the Settlement Administrator shall mail a check to the LWDA for the
21 LWDA's portion of the PAGA Payment.

22 (c) Within thirty (30) business days of the Settlement Administrator's receipt of
23 the Settlement Funds, the Settlement Administrator shall mail the Settlement Payment checks to the
24 individual Class Members, and the PAGA Payment checks to the PAGA Employees.

25 **12. Responsibilities of Defendant.** Within 30 calendar days after Preliminary
26 Approval, Defendant will provide the Settlement Administrator with an electronic spreadsheet
27 containing the following information for Class Plaintiffs if available: (1) full name; (2) last known
28 address; (3) last known telephone number; (4) social security number or taxpayer identification

number; (5) start and end dates of employment as a non-exempt employee of Money Mart in the State of California; (6) total Workweeks worked during the Class Period; (7) total PAGA Pay Periods worked during the PAGA Period; and (8) any other information the Settlement Administrator reasonably requires to carry out its settlement administration duties (hereinafter "Class List"). Before receipt of this data, the Settlement Administrator will agree to execute and to abide by a Confidentiality Agreement to maintain this information as confidential and not to disclose it to anyone or any person, including Named Plaintiffs and Class Counsel. This confidentiality is necessary to protect the privacy of the individual Class Members and will not affect Class Counsel's ability to discharge its fiduciary duties. In the event of a dispute as to the calculation of income earned for time worked, Defendant will provide backup information to Class Counsel and the Settlement Administrator regarding the dispute. Defendant will cooperate with the Settlement Administrator to locate Class Plaintiffs whose original Notice packets have been returned to the Settlement Administrator as undeliverable and if the Settlement Administrator has been unsuccessful in locating an updated address by way of social security computer search or other means available to the Settlement Administrator.

13. Calculation of Settlement Payment and PAGA Payment.

(a) The Settlement Administrator, in conjunction with Defendant and Class Counsel, will calculate the amounts to be paid to the Class Plaintiffs in accordance with the terms and provisions of this Agreement. The payments will be determined as follows:

(i) PAGA Payments due to PAGA Employees will be determined by the following three-step process: (1) the Settlement Administrator shall credit each PAGA Employee with PAGA Pay Period credits based on the data in the Class List, which shall be presumed accurate, subject to any objection or dispute as to the number of PAGA Periods, the process for which shall be described in the Class Notice; (2) the Settlement Administrator shall determine the PAGA Pay Period Dollar Value by dividing the total PAGA Payments to PAGA Employees by the number of PAGA Pay Periods credited to all PAGA Employees; and (iii) the Settlement Administrator shall determine the PAGA Payment due to each PAGA Employee by multiplying the number of PAGA Pay Periods credited to the individual PAGA Employee by the PAGA Pay Period Dollar Value.

(ii) The Settlement Payment to each Class Member will be paid based on their respective pro rata shares of the Net Settlement Amount, which shall be determined by the following three-step process: (1) the Settlement Administrator shall credit each Class Member with Workweek credits based on the data in the Class List, which shall be presumed accurate, subject to any objection or dispute as to the number of Workweeks, the process for which shall be described in the Class Notice; (ii) the Settlement Administrator shall determine the Workweek Dollar Value by dividing the Net Settlement Amount by the number of Workweeks credited to all Class Members; and (iii) the Settlement Administrator shall determine the Settlement Payment due to each Class Member by multiplying the number of Workweeks credited to the Class Member by the Workweek Dollar Value.

(b) Class Plaintiffs who opt out cannot be Class Members and therefore will not receive a distribution of the Settlement Payment. PAGA Employees cannot opt out of receiving the PAGA Payments and releasing PAGA Claims.

(c) Class Counsel will be provided access to all calculations and all data forming the basis for such determinations, subject to the confidentiality provisions in Section 12 and redactions to protect Class Plaintiffs' privacy. The Court shall retain jurisdiction over the correctness of such calculations and the amount of payment due, and the parties shall submit any disagreements regarding these issues to the Court for determination.

(d) The Settlement Administrator shall have the authority and obligation to make payments and disbursements in the manner set forth herein to Class Members and PAGA Employees from the Settlement Fund calculated in accordance with the methodology set out in this Agreement and orders of the Court and subject to verification by Class Counsel.

(e) No person shall have any claim against Defendant, Defendant's Counsel, Named Plaintiffs, the Class, Class Members, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement, once approved by the Court.

14. No Injunctive Relief. As part of this Settlement, Defendant shall not be required to enter into any consent decree, nor shall Defendant be required to agree to any provision for

injunctive relief. Defendant shall not be required as part of the Settlement to modify or eliminate any of its personnel, compensation or payroll practices, or adopt any new personnel, compensation or payroll practices.

15. Notice/Approval of Settlement and Settlement Implementation. As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement, certifying a Class, notifying all Class Plaintiffs, obtaining final Court approval of the Settlement, and processing the Settlement Payments and PAGA Payments.

(a) **Preliminary Settlement Approval.** Class Counsel will file, concurrently herewith, a Motion For an Order of Preliminary Approval of the Settlement, certification of the Class for settlement purposes only, request for dismissal without prejudice of claims against DFC, and setting a date for the hearing to obtain final approval of the Settlement (“Order of Preliminary Approval” or “Order”). In support of the Application for an Order of Preliminary Approval, Class Counsel will submit this Agreement, which sets forth the terms of this Settlement, and will include proposed forms of the class notice and other documents necessary to implement the Settlement. The proposed Order on Preliminary Approval shall provide for notice of the Settlement and related matters to be sent to Class Plaintiffs as specified herein.

16. Notice to Class Plaintiffs. Notice of the Settlement shall be provided to the Class Plaintiffs who may submit objections to the Settlement, and/or requests for exclusion from the Class, using the following procedures:

(a) **Settlement Administrator.** Simpluris shall be retained to serve as Settlement Administrator. Simpluris has provided notification and/or claims administration services in more than 5,000 cases. Of these, more than 3,000 were Labor & Employment cases. Over the past 10 years, Simpluris has handled approximately \$600 million in settlements. Subject to Defendant’s and Class Counsel’s agreement to perform some or all of said tasks, as set forth in this Agreement, the Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice of Pendency of Class Action Settlement and Final Hearing (“Notice”) (in the form substantially similar to **Exhibit 1** attached hereto), as directed by the Court to all Class Plaintiffs; determining the amount of all payments to Class Members, along with the amount of all payroll tax deductions to be

1 withheld, if any; monitoring the opt-outs and objections to the Settlement; advising Class Counsel
2 and Counsel for Defendant on a bi-weekly basis of the status; drafting, and mailing Settlement
3 Payment checks to Class Members and PAGA Payment checks to PAGA Employees; addressing
4 questions from Class Members regarding the Settlement; and for such other tasks as the Parties
5 mutually agree or the Court orders the Settlement Administrator to perform. The Parties each
6 represent they do not have any financial interest in the Settlement Administrator or otherwise have
7 a relationship with the Settlement Administrator that could create a conflict of interest. Defendant
8 shall also be responsible for paying over to the Settlement Administrator at such times as requested
9 by the Settlement Administrator those amounts necessary to enable the Settlement Administrator to
10 pay the Class Members, Class Counsel, Named Plaintiffs, LWDA, PAGA Employees and the
11 Settlement Administrator.

12 (b) Notice By First Class Mail. Within thirty (30) calendar days after receipt of
13 the Class List as provided herein, the Settlement Administrator shall send a Notice to all Class
14 Plaintiffs via First Class regular U.S. mail, using the most current mailing address information for
15 Class Plaintiffs as provided by Defendant to the Settlement Administrator from Defendant's records.
16 Any Notices returned to the Settlement Administrator as non-delivered before the
17 Objection/Exclusion/Dispute Deadline specified above, shall be sent to the forwarding address
18 affixed thereto. If no forwarding address is provided, then the Settlement Administrator shall
19 promptly attempt to determine a correct address using a simple computer or other search using the
20 social security number of the individual involved (if available to Defendant) and shall re-mail the
21 Notice to the address that is located, if any. Defendant will cooperate with the Settlement
22 Administrator in efforts to locate Class Plaintiffs should the Settlement Administrator be unable to
23 obtain a correct forwarding address. The Notice will provide a website for the Los Angeles County
24 Superior Court with instructions to determine if there is a change in the date or location of the
25 approval hearing.

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1 **17. Procedure for Opting In, Objecting to or Requesting Exclusion from Class**
2 **Action Settlement.**

3 (a) Procedure for Participating in the Class. Class Plaintiffs who do not opt out
4 will automatically participate in the Settlement. Class Plaintiffs do not need to opt in or return any
5 claim form in order to participate in the Settlement.

6 (b) Procedure for Objecting. The Notice shall provide that Class Members who
7 wish to object to the Settlement can either appear at the final approval hearing to object or mail to
8 the Settlement Administrator a written statement objecting to the Settlement and reasons therefore,
9 or a written notice of intention to appear at the final approval hearing and object. Such written
10 statement must be postmarked on or before the Objection/Exclusion/Dispute Deadline. The date of
11 the postmark on the return mailing envelope shall be the exclusive means used to determine whether
12 an objection has been timely submitted.

13 (c) Procedure for Requesting Exclusion. Class Plaintiffs who wish to exclude
14 themselves from the Class must submit a written statement requesting exclusion from the Class on
15 or before the Objection/Exclusion/Dispute Deadline, as provided in the Notice. Such written request
16 for exclusion must contain the name, address, telephone number, and last four digits of the Social
17 Security number or tax identification number of the person requesting exclusion, must be returned
18 by mail to the Settlement Administrator at the specified address, and must be postmarked on or
19 before the Objection/Exclusion/Dispute Deadline. The date of the postmark on the return mailing
20 envelope shall be the exclusive means used to determine whether a request for exclusion has been
21 timely submitted. Any Class Plaintiff who opts out of the Class will not be entitled to any recovery
22 under the Settlement, will not release any claims, and will have no right to object to the Settlement
23 or appeal from a final judgment approving the Settlement. PAGA Employees cannot opt out of the
24 PAGA Release or receiving payment of their PAGA Payments.

25 (d) Class Plaintiffs who fail to submit a valid and timely request for exclusion on
26 or before the Objection/Exclusion/Dispute Deadline shall be bound by all terms of the Settlement
27 and any final judgment entered in this Class Action if the Settlement is approved by the Court,
28 regardless of whether or not they have made an objection to the Settlement. No later than twenty-

one (21) court days before the final approval hearing of the Settlement, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel with a complete list of all Class Plaintiffs who have timely requested exclusion from the Class, along with the number of participating Class Members, gross settlement amount paid to all Class Members, and low, high, and average payment to participating Class Members.

(e) The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or requests for exclusion from the Settlement Class, or appeal from the Court's final judgment. At their option, Defendant is permitted to circulate and post memoranda on company letterhead encouraging and soliciting Class Plaintiffs' participation to become a Class Member and share in the Settlement Fund. At their option, Defendant may also verbally solicit participation from Class Plaintiffs and advise Class Plaintiffs verbally and/or in writing that no person will be retaliated against for participating in the Settlement Fund. Defendant shall not retaliate against any Class Plaintiff who participates in, disputes shares, objects, or opts out of, this Settlement.

18. Defendant's Option to Terminate Settlement. If, after the Objection/Exclusion/Dispute Deadline and before the Final Approval Hearing date, persons who otherwise would be members of the Class have filed with the Court timely requests for exclusion from the Settlement Class in accordance with Paragraph 17 above, and such persons total in number greater than 5% of the Class Plaintiffs, Defendant shall have, in its sole discretion, the option to terminate this Settlement. If Defendant chooses to exercise this option, Defendant shall provide Class Counsel with written notice of the termination and file a notice thereof with the Court at least ten (10) court days following notification of the final number of opt outs by the Settlement Administrator. If Defendant elects to terminate the Settlement, they must pay the Settlement Administrator costs to date.

19. Tax Issues and Qualified Settlement Fund.

(a) This Settlement does not constitute tax advice to any recipient of monies. Defendant will not be held responsible for any individual tax liability in any way related to this

1 Settlement found to exist on behalf of Class Members who do not timely exclude themselves from
2 the Settlement.

3 (b) The Parties understand and agree that the Settlement Fund will qualify and be
4 characterized as a Qualified Settlement Fund (“QSF”) under the provisions of the U.S. Treasury
5 Regulations 1.468B-1 and 1.468B-5, and the QSF will be taxed as a separate entity for purposes of
6 all federal, state, and local taxes, and further agree to treat the QSF on a basis consistent therewith,
7 that the QSF will be characterized as the employer of all Final Settlement Class Members for
8 purposes of determining all tax obligations associated with any and all payments under this
9 Settlement Agreement. The QSF will bear full responsibility for all taxes associated with the QSF,
10 Class Settlement Payments, and PAGA Payments under this Settlement Agreement, with the
11 exception of employer-side taxes, which shall be paid by Defendants.

12 (c) The Settlement Administrator shall be responsible for ensuring that all taxes
13 associated with the Settlement are timely paid to the appropriate authorities. The Settlement
14 Administrator’s responsibilities include the following: (1) filing all federal, state, and local
15 employment tax returns, income tax returns, and other tax returns associated with the taxes;
16 (2) timely and proper filing of all required federal, state, and local information returns (e.g., 1099s,
17 W-2s, etc.) with the appropriate taxing authorities; (3) informing Defendant of its obligations to pay
18 employer-side taxes on the Settlement Payments and PAGA Payments; and (4) completion of any
19 other steps necessary for compliance with any tax obligations of the QSF under federal, state, and
20 local law. In addition, the Settlement Administrator shall timely make such elections as necessary
21 or advisable to carry out the provisions of this section. Such elections shall be made in compliance
22 with the procedures and requirements contained in the QSF regulations. It shall be the responsibility
23 of the Settlement Administrator to timely and properly prepare and deliver all necessary
24 documentation for signature as may be required, and thereafter to cause the appropriate filing of
25 such documentation to occur. To the extent that, for any period of time, the QSF is not treated as a
26 “qualified settlement fund” within the meaning of the U.S. Treasury Regulations 1.468B-1 and
27 1.468B-5, the Settlement Administrator shall promptly notify Class Counsel and Defendant’s
28 Counsel of such event.

(d) All taxes (including any interest or penalties) arising with respect to income earned by the QSF, including any taxes or tax detriments that may be imposed upon or incurred by Defendant with respect to any income earned by the QSF for any period during which the QSF does not qualify as a “qualified settlement fund” for federal or state income tax purposes, shall be paid from the QSF as Settlement Administration costs. All expenses and costs incurred in connection with the operation and implementation of this section including without limitation, expenses of attorneys and/or accountants and mailing and distribution expenses related to filing or failing to file the tax returns described herein, shall be paid from the QSF as Settlement Administration costs.

20. Final Settlement Approval Hearing and Entry of Final Judgment. The final settlement approval hearing shall be conducted to determine final approval of the Settlement at which time the Court will also hear motions addressing the amounts properly payable for (i) the Class Counsel’s attorneys’ fee and litigation costs and expenses awards, and (ii) Named Plaintiffs’ Enhancement Award. Upon final approval of the Settlement by the Court at or after the final settlement approval hearing, the Parties shall present an order granting final approval and judgment. After entry of the final judgment, the Court shall have continuing jurisdiction pursuant to California Code of Civil Procedure Section 664.6 solely for purposes of addressing: (i) settlement administration matters and (ii) such post-final judgment matters as may be appropriate under court rules or as set forth in this Agreement. After entry of final judgment, the Settlement Administrator shall post the final judgment on its website and print the website on the settlement checks sent to Class Members.

21. Defendant’s Legal Fees, Costs and Expenses. All of Defendant’s own legal fees, costs, and expenses incurred in this Action shall be borne by Defendant. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the settlement, noting that the cost of administering the settlement shall be deducted from the Settlement Fund upon approval by the Court.

22. Nullification of Settlement Agreement. In the event: (i) the Court does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement and does not enter

1 a Final Judgment as provided herein, which becomes final as a result of the occurrence of the
2 Effective Date; or (iii) the Settlement does not become final for any other reason, this Settlement
3 Agreement shall be null and void and any order or judgment entered by the Court, in furtherance of
4 this Settlement shall be treated as void *ab initio*. Should event (i), (ii), or (iii) above occur, the
5 Parties and any funds yet to be awarded under this Settlement shall be returned to their respective
6 statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties
7 shall proceed in all respects as if this Settlement Agreement had not been executed, except that any
8 fees already incurred by the Settlement Administrator shall be paid for by the Parties. All other
9 administration of the Settlement shall be stayed pending final resolution of the appeal or other
10 appellate review.

11 **23. Appraisal and Certification By Settlement Administrator.** The Settlement
12 Administrator shall keep Defendant, Defendant's counsel and Class Counsel apprised of all
13 distributions from the Settlement Fund (to the extent the Settlement Administrator is responsible for
14 any such distribution) and upon completion of administration of that portion of the Settlement, the
15 Settlement Administrator shall provide written certification of such completion to the Court and
16 counsel for all Parties.

17 **24. Privacy of Documents and Information.** Named Plaintiffs and Class Counsel
18 agree that none of the documents and information provided to them by Defendant as part of
19 settlement and approval thereof shall be used for any purpose other than in furtherance of the
20 settlement of this Class Action. Upon demand within 75 days after the Settlement Fund has been
21 funded by Defendant, Class Counsel and Named Plaintiffs shall either destroy, or return to
22 Defendant, all materials production by Defendant in their possession pertaining to this Action.

23 **25. No Admission By the Parties.** Defendant and the Released Parties deny any and all
24 claims alleged in this Class Action and deny all wrongdoing whatsoever. This Agreement is not a
25 concession or admission of liability and shall not be used against Defendant or any of the Released
26 Parties as an admission or indication with respect to any claim of any fault, concession or omission
27 by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved,
28

1 neither the Settlement, nor any document, statement, proceeding, or conduct related to this
2 Agreement, nor any reports or accounts thereof, shall in any event be:

3 (a) construed as, offered or admitted in evidence as, received as, or deemed to be
4 evidence for any purpose adverse to the Released Parties, including, but not limited evidence of a
5 presumption, concession, indication, or admission by any of the Released Parties of any liability,
6 fault, wrongdoing, omission, concession or damage; or

7 (b) disclosed, referred to or offered or received in evidence against any of the
8 Released Parties, in any further proceeding in the Class Action, or any other civil, criminal or
9 administrative action or proceeding except for purposes of settling this Class Action pursuant to this
10 Agreement.

11 **26. Exhibits and Headings.** The terms of this Agreement include the terms set forth in
12 the attached Exhibit 1, which is incorporated by this reference as though fully set forth herein. Any
13 Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any
14 paragraphs or sections of this Agreement are inserted for convenience of reference only and do not
15 constitute a part of this Agreement.

16 **27. Interim Stay of Proceedings.** The Parties agree to stay all proceedings in the Class
17 Action, except such proceedings necessary to implement and complete the Settlement, pending the
18 final settlement approval hearing to be conducted by the Court.

19 **28. Amendment or Modification.** This Agreement may be amended or modified only
20 by a written instrument signed by counsel for all Parties or their successors-in-interest.

21 **29. Entire Agreement.** This Agreement and any attached Exhibits constitute the entire
22 agreement among these Parties, and no oral or written representations, warranties, or inducements
23 have been made to any Party concerning this Agreement or its Exhibits other than the
24 representations, warranties, and covenants contained and memorialized in such documents.

25 **30. Severability.** If any term of this Agreement is unenforceable, or should any term be
26 contrary to state or federal law or regulation, that term shall be deemed to be deleted. However, the
27 validity and enforceability of the remaining terms shall not be affected by the deletion of the
28 unenforceable terms.

1 **31. Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
2 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate action required or permitted to be taken by such Parties
4 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
5 effectuate the terms of this Agreement. The Parties will cooperate with each other and use their best
6 efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach
7 agreement on the form or content of any document needed to implement the Settlement, or on any
8 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
9 Parties may seek the assistance of the Court to resolve such disagreement. The person(s) signing
10 this Agreement on behalf of Defendant represents and warrant that they are authorized to sign this
11 Agreement on behalf of Defendants.

12 **32. Binding on Successors and Assigns.** This Agreement shall be binding upon, and
13 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined. Named
14 Plaintiffs represent, covenant, and warrant that they have not directly or indirectly, assigned,
15 transferred, or encumbered any of the Released Claims.

16 **33. Counterparts.** This Agreement may be executed in one or more counterparts. All
17 executed counterparts and each of them shall be deemed to be one and the same instrument provided
18 that counsel for the Parties to this Agreement shall exchange among themselves original signed
19 counterparts.

20 **34. This Settlement is Fair, Adequate, and Reasonable.** The Parties believe this
21 Settlement is a fair, adequate, and reasonable settlement of this Class Action and have arrived at this
22 Settlement in arms-length negotiations, taking into account all relevant factors, present and
23 potential. This Settlement was reached after extensive negotiations, discovery, and a review of
24 portions of Defendant's business records, payroll records, timekeeping records, and employment
25 policies, and as further described in the declarations of counsel submitted in support of Order of
26 Preliminary Approval of Settlement.

27 **35. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to
28 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and

1 judgments entered in connection therewith, and the parties and their counsel hereto submit to the
2 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement
3 embodied in this Agreement and all orders and judgments entered in connection therewith.

4 **36. Cooperation and Drafting.** Each of the parties has cooperated in the drafting and
5 preparation of this Agreement. Hence, in any construction made to this Agreement, same shall not
6 be construed against any of the parties.

7 **37. Governing Law.** All terms of this Settlement Agreement and its exhibits shall be
8 governed by and interpreted according to the laws of the state of California, without giving effect
9 to any conflict of law principles or choices of law principles.

10 **38. Invalidity of Any Provision.** Before declaring any provision of this Agreement
11 invalid, the Court shall first try to construe the provision as valid to the extent possible under the
12 law so as to render all provisions of this Agreement valid and enforceable.

13 **39. Limitation on Publicity/Confidentiality.** Counsel for Named Plaintiffs and the
14 Class shall not publicize this settlement in any way, nor shall they be permitted to contact or respond
15 to any requests from the press (including print, television, radio, internet, or any other media)
16 regarding this settlement, except to refer them to the Court's file for further information. Except for
17 the agreed-upon motions and notices and as otherwise stated in this Stipulation, the Parties shall not
18 at any time make any announcement of the settlement of this case or otherwise publicize such
19 settlement.

20 The Parties and their respective counsel agree that, other than filing the necessary
21 documentation for approval of this Settlement, or otherwise required by law, they shall keep strictly
22 confidential the terms of this Settlement, the negotiations with respect thereto, and/or any other
23 matters relating to the Action. The foregoing shall not prohibit the Parties or their respective counsel
24 from disclosing information concerning this Settlement and the Action to (1) Class Members, or
25 (2) their employees and agents to the extent necessary to effectuate the terms of the Settlement or
26 who otherwise have a business need to know the terms. The Parties and their counsel may also
27 disclose information concerning the Settlement to their respective counsel, tax advisors, insurance
28 regulators, and external auditors who have first agreed to keep said information confidential and to

1 not disclose it to others. The foregoing shall not prohibit or restrict such disclosure as is required
2 by law or as may be necessary for the prosecution of claims relating to the performance or
3 enforcement of this Agreement, or prohibit or restrict the Parties and their counsel from responding
4 to any inquiry about this settlement or its underlying facts and circumstances by any governmental
5 agency, or any regulatory or self-regulatory agency or organization. To the extent permitted by law,
6 with respect to any such disclosure pursuant to the foregoing sentence, the Parties and their counsel
7 shall provide the other Party with as much notice as possible of any request to make any above-
8 described disclosure, and will use best efforts to ensure that if such disclosure occurs it will occur
9 in a manner designed to maintain the confidentiality of this settlement to the fullest extent possible.

10 Class Counsel will also be permitted to list the case name, number, and claims in declarations
11 to prove their qualifications in other cases. Named Plaintiffs shall not respond to any inquiries
12 directed to them by Class Plaintiffs or any other person or entity. Named Plaintiffs must refer all
13 such inquiries to Class Counsel.

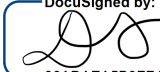
14 **40. Named Plaintiffs' Waiver of Right to be Excluded and Object.** Named Plaintiffs
15 agree to sign this Agreement, and by signing this Agreement, agree that they are bound by the terms
16 herein stated and further agree not to request to be excluded from the Class and agree not to object
17 to any of the terms of this Agreement. Any such request for exclusion or objection shall therefore
18 be void and of no force or effect.

19
20 **IT IS SO STIPULATED, THROUGH ALL PARTIES AND COUNSEL OF RECORD.**

21
22 DATED: April ²²____, 2022

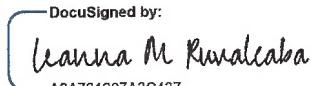
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LEANNA RUVALCABA

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10 DATED: April _____, 2022

MONETARY MANAGEMENT OF CALIFORNIA,
INC.

11
12
13 By: _____
14 [NAME]
15 [TITLE]

16
17 **Approved as to Form:**

18 DATED: April _____, 2022

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation

19
20 By: _____
21 An Nguyen Ruda
22 Attorneys for Defendant
23 MONETARY MANAGEMENT OF
24 CALIFORNIA, INC.

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5/10/2022
DATED: April _____, 2022

THE KICK LAW FIRM, APC

By: 
DocuSigned by:
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Taras Kick
Counsel for Plaintiffs
DARLENE TORRES, LEANNA RUVALCABA,
& MARCELA BERNAL

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DATED: April ____, 2022

MARCELLA BERNAL

By: _____

DATED: April 27, 2022

MONETARY MANAGEMENT OF CALIFORNIA,
INC.

By: 
Eric Przelski
Director & President

Approved as to Form:

DATED: April 27, 2022

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation

By: 
An Nguyen Ruda
Attorneys for Defendant
MONETARY MANAGEMENT OF
CALIFORNIA, INC.

DATED: April ____, 2022

THE KICK LAW FIRM, APC

By: _____
Taras Kick
Counsel for Plaintiffs
DARLENE TORRES, LEANNA RUVALCABA
& MARCELA BERNAL

Exhibit 1

**(Notice of Pendency of Class Action
Settlement and Final Hearing)**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

DARLENE TORRES, LEANNA
RUVALCABA AND MARCELLA BERNAL,
individuals, on their own behalf and on behalf
of all similarly aggrieved employees,

Plaintiffs,

v.

MONETARY MANAGEMENT OF
CALIFORNIA, INC., a foreign corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV09917

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

Assigned for All Purposes to:
Hon. Terry Green, Dept. 14

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT

A California court authorized this notice. This is not a solicitation for a lawyer.

- A settlement has been reached that will provide \$1,500,000 to resolve legal claims to non-exempt employees of Monetary Management of California, Inc. (“Money Mart”) in the State of California, employed at any time between March 12, 2017 and [REDACTED] (the “Settlement”).
- The Settlement resolves a putative class action lawsuit regarding whether Money Mart failed to pay all minimum and overtime wages, failed to provide required meal and rest breaks, failed to pay required meal and rest break premiums, failed to reimburse employees for business expenses, failed to maintain and provide accurate wage statements, engaged in unfair and unlawful business practices, failed to timely and fully pay all wages due and undisputed and/or as ordered by the Labor Commissioner, engaged in discrimination, retaliation, or other adverse action for exercising their rights or engaging in protected activity, failed to pay at the place of discharge or in the county where the employee quit, failed to abide by the requirements specified in IWC Wage Order No. 4-2001, refused to perform their obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California and Federal wage and hour violations, and failed to pay all wages in a timely manner during employment and upon separation of employment to all non-exempt employees of Money Mart in California. This Settlement avoids costs and risks to you from continuing the lawsuit, pays money to Money Mart’s non-exempt employees, and releases Money Mart and the other Released Parties from liability from the claims asserted or that could have been asserted in the lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$500,000 for attorneys’ fees and up to \$10,000 as expenses for investigating the facts, litigation of the case, and

negotiating the Settlement. The fees and expenses will be paid from the Settlement amount.

- Money Mart denies liability and that this lawsuit should proceed as a class action. The parties disagree whether Money Mart complied with the applicable law and how much money could have been awarded if employees won at trial.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

Do Nothing	You do not need to take any action if you wish to receive your portion of the Settlement. If the Settlement is approved by the Court, you will automatically be mailed a Settlement check at the address on file with the Settlement Administrator (identified below). If you move, you must notify the Settlement Administrator of your new address.
Exclude Yourself	Receive no payment. This is the only option that allows you to ever be part of any other lawsuit against Money Mart or other Released Parties about the legal claims that were brought or could have been brought in this lawsuit.
Object	Write to the Court about why you don't like the Settlement.
Go to Hearing	Ask to speak in Court about the fairness of the Settlement.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed Settlement of a class action lawsuit, and informs you of your legal rights under the proposed Settlement. You are receiving this notice because records show that you were employed by Money Mart in California in a non-exempt position at any time from March 12, 2017 to [REDACTED] and you may be a member of the class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On March 12, 2021, Plaintiffs Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal ("Named Plaintiffs") filed a lawsuit (the "Action") in Los Angeles County Superior Court. As amended, the lawsuit alleges violations of the California Labor Code and seeks to certify a class of all persons employed by Money Mart in California in non-exempt positions at any time from March 12, 2017 to [REDACTED] (collectively, the "Class Plaintiffs"). The lawsuit alleges that Money Mart failed to pay all minimum and overtime wages, failed to provide required meal and rest breaks, failed to pay required meal and rest break premiums, failed to reimburse employees for business expenses, failed to maintain and provide accurate wage statements, engaged in unfair and unlawful business practices, failed to timely and fully pay all wages due and undisputed and/or

as ordered by the Labor Commissioner, engaged in discrimination, retaliation, or other adverse action for exercising their rights or engaging in protected activity, failed to pay at the place of discharge or in the county where the employee quit, failed to abide by the requirements specified in IWC Wage Order No. 4-2001, refused to perform their obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California and Federal wage and hour violations, and failed to pay all wages in a timely manner and upon separation of employment to the Class Plaintiffs. The lawsuit seeks recovery of damages, wages, restitution, statutory and civil penalties, and attorneys' fees and costs. Named Plaintiffs also allege that they and similarly aggrieved employees are entitled to civil penalties under the California Private Attorneys General Act of 2004 ("PAGA") for the same Labor Code violations. Money Mart denies all of the material allegations in the lawsuit.

The Action includes other claims under the California Labor Code, which are being released as "Released Claims" that are described in greater detail below. After an exchange of relevant information, the Parties reached the Settlement that is memorialized in the Stipulation for Class Action Settlement that is on file with the Court, and whose terms are generally summarized in this notice.

POSITIONS OF THE PARTIES

Money Mart has denied and continues to deny each of the claims in the Action. Money Mart contends that all Class Plaintiffs were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay wages upon termination or otherwise, and/or with respect to any of its compensation and human resources practices. Money Mart has repeatedly asserted and continues to assert defenses to the claims in the Action, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither the proposed Settlement nor any action taken to carry out the proposed Settlement is, may be construed as, or may be used as an admission, concession, or indication by or against Money Mart of any fault, wrongdoing, or liability whatsoever, including any concession that certification of a class other than for purposes of this Settlement would be appropriate in this or any other case.

Counsel for Class Plaintiffs ("Class Counsel") has investigated and researched the facts and circumstances underlying the issues raised in the Action and the law applicable thereto. Class Counsel recognizes the expense and length of continued proceedings necessary to continue the Action against Money Mart through trial and through any possible appeals. Class Counsel has also taken into account the uncertainty and the risk of the outcome of further litigation, including the risk that the class might not be certified, as well as the difficulties and delays generally inherent in such litigation.

Class Counsel is also aware of the burdens of proof necessary to establish liability for the claims, Money Mart's defenses thereto, and the difficulties in establishing damages for the Class Plaintiffs. Class Counsel has also taken into account the Settlement negotiations conducted by the Parties. Based on the foregoing, Class Counsel believes the proposed Settlement is fair, adequate and reasonable, and in the best interests of the Class Plaintiffs.

Money Mart has also investigated and researched the facts and circumstances underlying the issues raised in the Action and the law applicable thereto. Although Money Mart believes it has meritorious defenses to the claims asserted in the Action, Money Mart has concluded that the further defense of this Action would be lengthy and expensive for all Parties. Money Mart has, therefore, agreed to settle this Action in the manner and upon the terms set forth in the proposed Settlement to put to rest all claims that are or could have been asserted against it in the Action.

The Court has made no ruling on the merits of the Named Plaintiffs' claims and has determined only that certification of the class for settlement purposes is appropriate under California law.

PRELIMINARY APPROVAL OF THE SETTLEMENT

On [date of preliminary approval], 2022, for purposes of the Settlement, the Court held a Preliminary Approval Hearing during which it preliminarily approved the Settlement as being within the range of possible final approval. The Court determined that the Settlement was negotiated at arm's-length and preliminarily determined it to be fair, reasonable and adequate, pending final hearing and approval. Solely for purposes of the proposed Settlement, a class action was provisionally certified pursuant to section 382 of the California Code of Civil Procedure, which includes all persons employed by Money Mart in California in non-exempt positions at any time from March 12, 2017 to [redacted] ("Settlement Class").

The lawyers for the parties are:

Plaintiffs' Attorneys (Class Counsel)

Taras Kick
Karen L. Wallace
Sam Vahedi
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, CA 90049
Tel: (310) 395-2988
Fax: (310) 395-2088

Money Mart's Attorneys

An Nguyen Ruda
Elizabeth Ferguson
Bartko Zankel Bunzel & Miller, PLC
One Embarcadero Center, Suite 800
San Francisco, CA 94111
Tel: (415) 956-1900
Fax: (415) 956-1152

SUMMARY OF THE SETTLEMENT

1. Who is the Settlement Class?

The Settlement Class encompasses a class composed of all persons employed by Money Mart in the State of California in a non-exempt position at any time between March 12, 2017 to [redacted].

2. What does the Settlement provide?

A. *Settlement Fund*

Money Mart will pay \$1,500,000 (the “Settlement Fund”) to settle the Action. The following sums will be paid from the Settlement Fund: (1) \$37,500 to the California Labor and Workforce Development Agency; (2) an amount not to exceed \$500,000 to Class Counsel for their fees; (3) an amount not to exceed \$10,000 to Class Counsel for their incurred costs; (4) an amount not to exceed \$7,500 to each Named Plaintiff for their service in the lawsuit; (5) an amount not to exceed \$11,000 to the Settlement Administrator for administering the Settlement; and (6) \$12,500 for distribution to the PAGA Employees. The amount of the Settlement Fund remaining after these payments is the “Net Settlement Amount.”

B. *Individual Payment Amount*

Your share of the Net Settlement Amount will be determined by the formula detailed in Section 4 below.

3. What are you giving up to get a payment or stay in the class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Class Plaintiff who has not submitted a timely and valid Request for Exclusion Form will release and discharge Money Mart, DFC Global Corp., their respective affiliates, and each of their past or present officers, directors, members, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, joint ventures, owners, parent companies and attorneys and each of their respective company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents (the “Released Parties”) from the “Released Claims” arising during March 12, 2017 through [REDACTED]. Each participating potential Class Plaintiff (meaning, those who do not opt out of the Settlement) is called a “Class Member.”

The “Released Claims” are defined as all claims alleged in the operative Complaint filed on April [REDACTED], 2022, whether known or unknown, whether for violation of any local, state or federal statute, rule, regulation, including the California Labor Code and the California Wage Orders, whether for economic damages, restitution, penalties (including penalties under the Private Attorney General Act), liquidated damages, or interest, including but not limited to claims that the Released Parties: (1) did not pay the Class Members all amounts owed, including for regularly hourly pay, overtime premium, sick pay, Covid-19 sick pay, holiday pay, bonuses, incentive pay and all other premiums required under the law; (2) failed to provide meal periods and rest breaks to the Class Members and provide meal or rest period penalties; (3) failed to pay or timely pay the Class Members for all hours worked; (4) did not provide legally compliant accurate itemized wage statements; (5) did not properly pay all wages to the Class Members upon the Class Members’ separation from employment; (6) did not properly reimburse Class Members for business expenses, including the cost of using their cell phones and for mileage; (7) did not timely pay wages owed to Class Members; (8) did not maintain accurate and required records; (9) engaged in discrimination, retaliation, and/or took adverse action against Class Members for exercising their rights or engaging in protected activity; (10) did not provide Class Members with timely and full payment of all wages due and undisputed and/or as ordered by the Labor Commissioner; (11) failed to lawfully pay at the place of discharge or in the county where the Class Member quit; (12) refused to perform its obligations to refrain from adopting or enforcing rules designed to prevent disclosure

of California and Federal wage and hour violations and/or retaliating against Class Members who made such disclosures or for exercising their rights or engaging in protected activity; (13) subjected Class Members to work for longer hours than those fixed by IWC Wage Order No. 4-2001 or under conditions of labor prohibited by IWC Wage Order No. 4-2001, paying less than the various minimums fixed by IWC Wage Order No. 4-2001, and knowingly and willfully refusing and neglecting to comply with the provisions of IWC Wage Order No. 4-2001; and (14) unlawful, unfair and/or fraudulent business practices under California Business & Professions Code §§ 17200, et seq for the wage and hour violations.

Class Plaintiffs who have not submitted a timely and valid Request for Exclusion Form will not be excluded from this release. Class Plaintiffs who do not exclude themselves from the Settlement: (1) agree not to, and shall not, file any action or proceeding asserting any of the Released Claims, and (2) shall not participate as a Named Plaintiff or an unnamed class member in any action or proceeding in any state or federal court or administrative tribunal regarding the Released Claims.

The Released Claims do not include a release of *all* of the rights you have as an employee or former employee of Money Mart. The Released Claims are specifically limited to the claims set forth above.

4. How is my share of the Settlement calculated?

Each Class Member shall receive a payment which is a share of the Net Settlement Amount (the “Settlement Payment”). Based on Money Mart’s records, the Settlement Administrator will credit each Class Member with a number of Workweeks. The Settlement Administrator will then determine the Workweek Dollar Value by dividing the Net Settlement Amount by the number of Workweeks credited to all Class Members. The Settlement Administrator will then determine the Settlement Payment due to each Class Member by multiplying the number of Workweeks credited to the individual Class Member by the Workweek Dollar Value.

For tax purposes, 20% of each Settlement Payment shall be attributed to wages, for which an IRS Form W-2 shall be issued and all traditional and legally required withholdings shall be made, and 80% of each Settlement Payment shall be attributed to penalties for which an IRS form 1099 shall be issued and no withholdings shall be made.

According to the records of Money Mart, you worked the following number of Workweeks in a non-exempt position with Money Mart in California between March 12, 2017 and [REDACTED]: [REDACTED]. Based on this number, your estimated Settlement Payment is: [REDACTED]. This amount may change based on the final ruling of the Court.

Please be advised that the number of Workweeks listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the number of Workweeks listed above, please submit an explanation and evidence of the number of Workweeks you worked to the Settlement Administrator, Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, postmarked no later than 45 days after the mailing of this notice. Your written statement must include your name (and former names, if any), current address, and telephone number along with any evidence you possess that supports your dispute. In the event there is a dispute about the

correct number of Workweeks you worked, the Settlement Administrator will resolve the matter with input from the Defendants and will make a final and binding determination without hearing or right of appeal by you.

Class Plaintiffs will also qualify as “PAGA Employees” if they were employed by Money Mart in a non-exempt position from January 6, 2020 to [REDACTED] (“PAGA Period”), and thus will also receive a “PAGA Payment. If you qualify, your PAGA Payment will be based on your pro rata share of the total PAGA Payment to all PAGA Employees (i.e., your pro rata share of \$12,500). To determine each PAGA Employee’s pro rata share, the Settlement Administrator shall assign each PAGA Employee with a credit based on the number of biweekly pay periods worked during the PAGA Period (“PAGA Pay Periods”). The Settlement Administrator will then determine a PAGA Pay Period Dollar Value by dividing the \$12,500 by the number of PAGA Pay Periods credited to all PAGA Employees. The Settlement Administrator will determine the PAGA Payment due to each PAGA Employee by multiplying the number of PAGA Pay Periods credited to the individual PAGA Employee by the PAGA Pay Period Dollar Value.

According to the records of Defendants, you worked the following number of PAGA Pay Periods in a non-exempt position with Money Mart between January 6, 2020 and [REDACTED]: [REDACTED]. Based on this number, your estimated PAGA Payment is: [REDACTED]. This amount may change based on the final ruling of the Court. Please note that Class Plaintiffs that qualify as PAGA Employees cannot opt out of a settlement of the PAGA claim and will receive their PAGA Payments.

The check cashing deadline is 180 days from mailing to you and any uncashed checks will be remitted to the California State Controller’s Office in the name of the Class Member to whom the uncashed Settlement Payment check was addressed, and in the name of the PAGA Employee to whom the uncashed PAGA Payment check was addressed.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the “Final Approval Hearing”) on [REDACTED], 2022, at [REDACTED], in Department 14 of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012. The Court will determine: (1) whether the lawsuit should finally be certified as a class action for purposes of the Settlement only; (2) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Class Members; (3) whether the Class Members should be bound by the terms of the Settlement; (4) the amount of attorneys’ fees and costs to be awarded to Plaintiffs’ attorneys; and (5) the amount that should be awarded to Plaintiffs as service payment. At the Final Approval Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed Settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. Plaintiffs’ application for attorneys’ fees, reimbursement of litigation costs, and a service payment will be filed and available online at www.lacourt.org, and by written or telephonic request from the Settlement Administrator.

WHAT ARE YOUR OPTIONS?

• OPTION 1: DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE NET SETTLEMENT AMOUNT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO THE COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move after receiving this notice, if it was misaddressed, or if for any reason you want your payment or future correspondence concerning this Action and Settlement to be sent to a different address, you must send your current preferred address to the Settlement Administrator. The notice of change of address must be postmarked by [Opt Out Deadline]. If you disagree with the number of Workweeks or PAGA Pay Periods you worked as set forth in Section 4 above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked by [Opt Out Deadline]. The Settlement Administrator's address is Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799.

• OPTION 2: OBJECT TO THE SETTLEMENT

If you wish to remain a Class Member, but you object to the proposed Settlement (or any of its terms) and wish the Court to consider your objection at the Final Approval Hearing, you may object to the proposed Settlement in writing. Your written objection must include your name (and former names, if any), current address, last four digits of your social security number or tax identification number, and telephone number, along with any evidence you possess that supports your dispute, and must be postmarked by [Objection Deadline]. Whether you object in writing or not, you may also appear at the Final Approval Hearing by audio or video at the hearing scheduled for [] a.m./p.m. on [], 2022 in Department 14 of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, CA 90012, either in person or through an attorney at your own expense, to object to the proposed Settlement. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, and postmarked by [Objection Deadline].

If you choose to appear at the Final Approval Hearing to object, please refer to the most up-to-date Covid-19 protocols, located at <https://www.lacourt.org/>. As of the mailing of this notice, the Court requires all persons entering the courthouse to wear a face mask regardless of vaccination status, unless they have obtained an exemption from the Court's ADA liaison prior to their appearance. If you object to the Settlement, then you will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object, unless you have opted out of the Settlement in the manner described in Option 3, below. Please check the Court's website prior to your in-person appearance to determine if there is a change in the Final Approval Hearing date or time.

• OPTION 3: EXCLUDE YOURSELF FROM THE SETTLEMENT

You have a right to exclude yourself ("opt out") from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed Settlement other than your

PAGA Payment if you qualify. You will not be bound by a judgment in this lawsuit and you will have the right to file your own lawsuit and pursue claims against Money Mart and the Released Parties. You can opt out of the Settlement by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at Simpluris, Inc., P.O. Box 26170, Santa Ana, CA 92799, such that it is postmarked by **[Opt Out Deadline]**

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should review the detailed Stipulation for Class Action Settlement, which is on file with the Clerk of the Court. For a more detailed statement of the matters involved in the Action and the Settlement, you may refer to the pleadings and other papers filed in the Action online at: <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>, or inspect them at the Office of the Clerk of the Superior Court of California, County of Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, by appointment only, during regular business hours of each court day.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at (888) 369-3780. Please refer to the Money Mart Class Action Settlement. All inquiries by Class Plaintiffs regarding this notice and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT TELEPHONE THE COURT OR MONEY MART'S COUNSEL FOR INFORMATION ABOUT THIS SETTLEMENT.

REQUEST FOR EXCLUSION

ONLY COMPLETE THIS REQUEST FOR EXCLUSION FORM IF YOU WANT TO OPT OUT OF (NOT PARTICIPATE IN) THE SETTLEMENT OF THE ACTION KNOWN AS *DARLENE TORRES, ET AL. V. MONETARY MANAGEMENT OF CALIFORNIA, INC., ET AL.*, CASE NO 21STCV09917, SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES. **IF YOU OPT OUT OF THE SETTLEMENT, YOU WILL NOT RECEIVE ANY PORTION OF THE SETTLEMENT AMOUNT**

I confirm that I worked for Monetary Management of California, Inc. in the State of California in a non-exempt position for some portion or all of the period beginning on March 12, 2017 and ending on [REDACTED].

I do not wish to receive any payment under the terms of the proposed class action Settlement or to otherwise participate in the proposed Settlement.

Date: _____

Signature: _____

Print Name: _____

Last Four Digits of Social Security Number or Tax ID Number: _____

Residence Street Address: _____

City, State, and Zip Code: _____

IN ORDER TO BE VALID, THIS REQUEST FOR EXCLUSION FORM MUST BE COMPLETED, SIGNED, AND MAILED BY FIRST CLASS MAIL, AND POSTMARKED ON OR BEFORE [REDACTED]. Send this signed Request for Exclusion Form to the Settlement Administrator at:

Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
Telephone: (888) 369-3780
Fax: (714) 824-8591

EXHIBIT 2

The Kick Law Firm

A Professional Corporation

815 Moraga Drive
Los Angeles, CA 90049
310 395 2988 / Fax: 310 395 2088

December 17, 2020

Via Online Submission @ <https://dir.tfaforms.net/207>

Labor Workforce Development Agency, Department of Industrial Relations
Attn: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Via Certified Mail - Return Receipt Requested

MONETARY MANAGEMENT OF CALIFORNIA, INC.

c/o CT Corporation System (C0168406)
Agent for Service of Process
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Via Certified Mail - Return Receipt Requested

DFC GLOBAL CORP.

74 East Swedesford Road
Suite 150
Malvern, PA 19355-1488

Re: Notice Pursuant to California Labor Code § 2699.3

Employees: Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal

Employer: Monetary Management of California, Inc. and DFC Global Corp.

To Whom It May Concern:

This office represents Darlene Torres ("Ms. Torres"), Leanna Ruvalcaba ("Ms. Ruvalcaba"), and Marcella Bernal ("Ms. Bernal") (together, the "Employees"), current or former employees of Monetary Management of California, Inc. and DFC Global Corp. (together, "Money Mart" or "Employer"). Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 4-2001, which Employees allege Employer has violated, including the facts and theories to support the alleged violations.

Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Employer in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer. Enclosed, please find a draft of Employees' proposed complaint, which is incorporated by reference into this notice.

Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice to Employer of Employees' demand for preservation and non-spoilation of evidence pursuant to which Employees request that Employer take all reasonable steps to promptly save and preserve all relevant documents and data including all electronic files and hard-copy documents that are related to Employees' employment and potential claims including those of similarly situated and aggrieved employees, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

Employees serve this notice on behalf of all persons who are, were, or will be non-exempt employees of Employer, or any related or alter-ego company, corporation, partnership, and/or

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business entity at any time from four years prior to the date of this notice in the State of California. Correspondingly, Employees serve this notice to Employer and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, entities or other persons who are or may be liable under California law for any of the violations alleged herein including at any location where non-exempt employees worked for Employer in the State of California, who may be held liable for the violations of California law as alleged herein during the relevant statutory periods.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which may be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

Employees, on behalf of themselves and all other similarly situated current and former non-exempt employees of Employer in the State of California during the four years preceding the date of this notice, are investigating a potential class and representative action on behalf of Employer’s current and former non-exempt employees in the State of California regarding, among other things, the following violations:

- (1) Failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 4-2001, § 4;
- (2) Failure to pay employees overtime wages in violation of Labor Code §§ 510, 1198 and IWC Wage Order Nos 4-2001, § 3;
- (3) Failure to provide meal periods to employees, or to pay one additional hour of compensation at the employee’s regular rate of compensation for each workday that a meal period was not provided, in violation of Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-2001, § 11;
- (4) Failure to provide rest periods to employees,¹ or to pay one additional hour of compensation at the employee’s regular rate of compensation for each workday that a rest period was not provided, in violation of Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-2001, § 12;
- (5) Failure to indemnify employees for necessary expenditures incurred in discharge of duties in violation of Labor Code § 2802(a), 1198 and IWC Wage Order No. 4-2001, § 9;
- (6) Failure to furnish accurate itemized wage statements to employees in violation of Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 4-2001, § 7;
- (7) Failure to timely pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201(a), 202, and 203;²
- (8) Engagement in unlawful, unfair or fraudulent business acts or practices in violation of California Business and Professions Code §§ 17200, *et seq.*; and
- (9) Failures to comply with various Labor Code and IWC Wage Order No. 4-2001 provisions stated above and below warranting the assessment of PAGA civil penalties pursuant to Labor Code §§ 2698, *et seq.* including violations of:

¹ “[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory.” (*Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.)

² “Employees who were subjected to at least one unlawful practice have standing to serve as PAGA representatives even if they did not personally experience each and every alleged violation.” *Kim v. Reins International California, Inc.*, 9 Cal. 5th 73, 85, 459 P.3d 1123, 1130 (2020).

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- i. Labor Code § 98.6 (discrimination, retaliation, or adverse action because of a claim or complaint under the jurisdiction of the Labor Commissioner);
- ii. Labor Code § 201 (failure to timely pay all wages due at time of discharge);
- iii. Labor Code § 202 (failure to timely pay all wages due at time of quitting or within 72 hours thereof);
- iv. Labor Code § 203 (failure to pay wages of the employee as continuing penalty up to 30 days after discharge or quitting);
- v. Labor Code § 204 (failure to timely pay all wages due during employment);
- vi. Labor Code § 206 (failure to pay all wages due and undisputed or as determined by the Labor Commissioner);
- vii. Labor Code § 208 (failure to pay at place of discharge or in the county where the employee quit);
- viii. Labor Code § 226 (failure to furnish accurate itemized wage statements and maintain accurate records);
- ix. Labor Code § 226.7 (failure to timely pay all meal period and rest period wages due during employment);
- x. Labor Code § 510 (failure to pay all overtime wages due);
- xi. Labor Code § 512 (failure to provide timely first and second meal periods);
- xii. Labor Code § 1102.5 (retaliation for disclosing information reasonably believed to be a violation of state or federal law);
- xiii. Labor Code § 1174(d) (failure to keep accurate payroll records in a central location in California);
- xiv. Labor Code § 1194 (failure to pay all minimum and overtime wages);
- xv. Labor Code § 1197 (failure to pay all minimum wages);
- xvi. Labor Code § 1197.1 (failure to pay wages less than the minimum fixed including all wages due as determined by the Labor Commissioner);
- xvii. Labor Code § 1198 (employment under conditions of labor prohibited by the relevant IWC Wage Orders);
- xviii. Labor Code § 1199 (payments of less than the minimum fixed by an IWC Wage Order); and
- xix. Labor Code § 2802 (failure to indemnify employees).

In short, but as explained in greater detail below, Employer's unlawful employment practices and policies have deprived its employees of earned wages and other compensation, including civil penalties, and have subjected Employees and/or others similarly situated or aggrieved employees to working conditions prohibited under California law based on the facts and theories described in greater detail below.

(1) Failure to Pay Minimum Wages

Pursuant to California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 4-2001, § 4, California has fixed minimum wage rates, has required employers in California to pay their employees no less than the minimum for all hours worked in the payroll period, has provided that minimum wages for employees fixed by the IWC or by state law, is the minimum wage to be paid to employees, and that payment of a lower wage than the minimum so fixed is unlawful.

Employees and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order No. 4-2001, § 4. Employer failed to pay Employees and/or other similarly situated and aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Employees and/or other similarly situated and aggrieved to work off-the-clock; requiring, suffering or permitting Employees and/or other similarly situated and aggrieved employees to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Employees and/or other similarly situated and aggrieved employees; failing to properly maintain Employees and/or other similarly situated and aggrieved employees' records; failing to provide accurate itemized wage statements to Employees and/or other similarly situated and aggrieved employees for each pay period; and other methods to be discovered, including but not limited to requiring Employees and/or other similarly situated and aggrieved employees to perform off-the-clock work before their workday(s) to communicate with "Four Star," to sanitize the work area, wipe walls, wipe benches, wipe countertops, mop floors, clean desks and chairs, clean breakroom tables and chairs, clean door handles, clean bathroom faucets, clean light switches, clean tablets in the lobby, clean telephones, clean shared desktops, computer keyboards, and mice, vacuum entryways and high traffic areas, remove trash, clean restrooms, spot-clean walls, spot-clean carpets, clean spills, and clean and disinfect lunch tables regularly and at the end of every break.

Employer's conduct violates §§ 1182.12, 1197, 1198 and IWC Wage Order No. 4-2001, § 4 because Employer has knowingly and willfully refused to perform its obligations to compensate Employees and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employees and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(2) Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510, 1198 and IWC Wage Order No. 4-2001, § 3, California has required employers to pay their employees at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

Employees and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510, 1198 and IWC Wage Order No. 4-2001, § 3. Employer failed to compensate Employees and/or other similarly situated and aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1½) times or double the regular rate of pay when required; requiring, suffering or permitting Employees and/or other similarly situated and aggrieved employees to work off-the-clock; requiring, suffering or permitting Employees and/or other similarly situated and aggrieved employees to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Employees and/or other similarly situated and aggrieved employees; failing to properly maintain Employees' and/or other similarly situated and aggrieved employees' employment records through falsifying hours worked; failing to provide accurate itemized statements to Employees and/or other similarly situated and aggrieved employees for each pay period; and other methods to be discovered, including but not limited to requiring Employees and/or other similarly situated and aggrieved employees to perform off-the-clock work before their workday(s) to communicate with "Four Star," to sanitize the work area, wipe walls, wipe benches, wipe countertops, and mop; and failure to calculate the correct applicable regular rate of pay for overtime wages including but not limited to bonuses and/or Bravo rewards.

Employer's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 4-2001, § 3 because Employer has refused to perform its obligations to compensate Employees and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employees and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(3) Failure to Provide Meal Periods

Pursuant to California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-2001, § 11, California has prohibited employers from employing a person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the employer and the employee. California has also prohibited employers from employing a person for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. California has also required that unless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Moreover, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the relevant IWC Wage Order, then the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

Employees and/or other similarly situated and aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-2001, § 11. Employer failed to provide Employees and/or other similarly situated and aggrieved employees meal periods, or to pay one (1) additional hour of compensation at Employees' and/or other similarly situated and aggrieved employees' regular rates of compensation for each workday that a meal period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering Employees and/or other similarly situated and aggrieved employees to work past five (5) hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Employees and/or other similarly situated and aggrieved employees to work past ten (10) hours from the starts of their shifts before starting a second meal period; requiring, permitting or suffering Employees and/or other similarly situated and aggrieved employees to take on-duty meal periods of less than 30 minutes or that were otherwise not duty-free inasmuch as Employer failed to relieve Employees and/or other similarly situated and aggrieved employees of all of their duties or maintained control over them during that time; failing to count all times that Employer failed to provide Employees and/or other similarly situated and aggrieved employees duty-free 30-minute meal periods as time worked for the purposes of minimum wage and overtime wage payments; failing to pay Employees and/or other similarly situated and aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that the meal period was not provided; and by other methods to be discovered.

Employer's conduct violates Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-2001, § 11 because Employer has knowingly and willfully refused to perform its obligations to compensate Employees and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employees and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(4) Failure to Authorize and Permit Rest Periods

Pursuant to California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001, § 12, California has required that employers shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, that the authorized

rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours, and that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. California has also required that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of and IWC Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not authorized and permitted.

Employees and/or other similarly situated and aggrieved are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001, § 12. Employer failed to provide Employees and/or other similarly situated and aggrieved employees rest periods, or to pay one (1) additional hour of compensation at Employees' and/or other similarly situated and aggrieved employees' regular rates of compensation for each workday that a rest period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering Employees' and/or other similarly situated and aggrieved employees to work past three and one-half (3½) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted first rest period; requiring, permitting or suffering Employees and/or other similarly situated and aggrieved employees to work past six (6) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted second rest period; requiring, permitting or suffering Employees and/or other similarly situated and aggrieved employees to work past ten (10) hours from the starts of their shifts without authorizing and permitting them to take a timely and fully uninterrupted third rest period; requiring, permitting or suffering Employees and/or other similarly situated and aggrieved employees to take rest periods of less than 10 minutes or that were otherwise not duty-free inasmuch as Employer failed to relieve Employees and/or other similarly situated and aggrieved employees of all of their duties or maintained control over them during that time; failing to pay Employees and/or other similarly situated and aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that a rest period was not authorized and permitted; and by other methods to be discovered.

Employer's conduct violates Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001, § 12 because Employer has refused to perform its obligations to compensate Employees and/or other similarly situated and aggrieved employees for all wages earned and all hours worked and because Employer has employed Employees and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(5) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Pursuant to California Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 4-2001, § 9, California requires has required that employers indemnify employees for all necessary expenditures or losses incurred by an employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Employees and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 4-2001, § 9. Employer knowingly and willfully failed to indemnify Employees and/or other similarly situated and aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Employer including, but not limited to, by failing to reimburse Employees and/or other similarly situated and aggrieved employees for expenses they incurred in complying with Employer's requirements to undergo training, under which Employer required Employees and/or other similarly situated and aggrieved employees to incur travel and other expenses to attend

required training sessions, including out-of-town; and by failing to reimburse Employees and/or other similarly situated and aggrieved employees for expenses they incurred in complying with Employer's requirement to use their personal cell phone(s) to call into "Four Star" to request authorization to proceed to the front door of the store before beginning work.

Employer's conduct violates §§ 2802(a), 1198, and IWC Wage Order No. 4-2001, § 9 because Employer has knowingly and willfully refused to perform their obligations to indemnify Employees and/or other similarly situated and aggrieved for all monies they expended in necessary expenditures or losses incurred and because Employer has employed Employees and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(6) Failure to Furnish Accurate Itemized Wage Statements

Pursuant to California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 4-2001, § 7, California has required that employers semimonthly or at the time of each payment of wages furnish each of its employees an accurate itemized wage statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. California law has stated that an employee is deemed to suffer injury for purposes of Labor Code § 226(a) if the employer fails to provide accurate and complete information as required by any one or more of items of the foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from the wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

Employees and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 4-2001, § 7. Employer failed to provide Employees and/or other similarly situated and aggrieved employees accurate itemized wage statements as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to provide *accurate* writings showing each and every one of the nine (9) enumerated items required by Labor Code § 226(a) including as a result of the unrecorded and uncompensated off-the-clock minimum wage and overtime wage payments earned and due as alleged herein, the uncompensated meal period and rest period premium payments earned and due for each workday a meal period was not provided and each workday a rest break was not authorized and permitted as alleged herein, failing to provide accurate writings enabling Employees and/or other similarly situated and aggrieved employees to promptly and easily determine from the wage statement alone their total hours worked, all deductions, the inclusive dates for which they were paid, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; and by other methods to be discovered.

Employer's conduct violates §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 4-2001, § 7 because Employer had knowingly and willfully refused to perform its obligations to provide Employees and/or other similarly situated and aggrieved employees with timely, accurate, and itemized wage statements, and because Employer has employed Employees and/or other similarly situated and aggrieved employees under conditions of labor prohibited by an IWC Wage Order.

(7) Failure to Timely Pay All Wages Due to Discharged and Quitting Employees

Pursuant to California Labor Code §§ 201(a), 202, and 203, California has required that employers pay their employees all wages earned and unpaid at the time of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but those penalty wages shall not continue for more than 30 days.

Employees and/or other similarly situated and aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 201(a), 202, and 203. Employer failed to timely pay Employees and/or other similarly situated and aggrieved employees all wages due at the times they were discharged or at the times they quit under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay all earned wages to Employees and/or other similarly situated and aggrieved employees in full; failing to pay all earned wages to Employees and/or other similarly situated and aggrieved employees at the time Employer discharged them or within 72 hours of the times they quit; and by failing to pay Employees and/or other similarly situated and aggrieved employees wages as penalties from the due dates thereof at the same rate until paid; and by other methods to be discovered.³

Employer’s conduct violates §§ 201, 202 and 203 because Employer has knowingly and willfully refused to perform its obligations to provide Employees and/or other similarly situated and aggrieved employees with timely and full payment of all wages earned and unpaid at the time of discharge or quitting.

(8) Engagement in Unlawful, Unfair or Fraudulent Business Acts or Practices

Pursuant to California Business and Professions Code §§ 17200, *et seq.*, also known as California’s Unfair Competition Law (“UCL”), California has prohibited employers from engaging in unlawful, unfair or fraudulent business acts or practices, which may include an employer’s violations of the California Labor Code sections, which prohibit employers from unlawfully withholding wages from an employee.⁴ Pursuant to § 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any practice which constitutes unfair competition, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. Furthermore, § 17203 provides that any person may pursue representative claims or relief on behalf of others only if the claimant meets the standing requirements of § 17204 and complies with Code of Civil Procedure § 382.

Employees and/or other similarly situated and aggrieved employees are current and former non-exempt employees who, along with members of the general public, are entitled to the protections of California Business and Professions Code §§ 17200, *et seq.* Employer knowingly and willfully engaged in unlawful, unfair or fraudulent business acts or practices including, but not limited to, by (1) willfully failing and refusing to pay Employees and/or other similarly situated and aggrieved employees minimum wages earned and due, (2) willfully failing and refusing to pay

³ See fn.2 *supra*.

⁴ *Cortez v. Purolator Air Filtration Products Co.* (2000) 23 Cal.4th 163, 177-178 (holding: “[w]e conclude that orders for payment of wages unlawfully withheld from an employee are also a restitutionary remedy authorized by section 17203. The employer has acquired the money to be paid by means of an unlawful practice that constitutes unfair competition as defined by section 17200. The employee is, quite obviously, a ‘person in interest’ (§ 17203) to whom that money may be restored.”)

Employees and/or other similarly situated and aggrieved employees overtime wages earned and due, (3) willfully failing and refusing to provide Employees and/or other similarly situated and aggrieved employees meal periods or pay premium wages in lieu thereof, (4) willfully failing and refusing to provide Employees and/or other similarly situated and aggrieved employees rest periods or pay premium wages in lieu thereof, (5) willfully failing and refusing to indemnify Employees and/or other similarly situated and aggrieved employees for necessary business expenses, (6) willfully failing and refusing to furnish Employees and/or other similarly situated and aggrieved employees with accurate itemized wage statements, and (7) willfully failing and refusing to timely pay Employees and/or other similarly situated and aggrieved employees all wages due at time of discharge or quitting. Furthermore, Employer has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations. As a result of Employer’s unfair and unlawful business practices, Employer has reaped unfair and illegal profits at the expense of Employees and/or other similarly situated and aggrieved employees and members of the general public.

Employer’s conduct violates California Business and Professions Code §§ 17200, *et seq.* because Employer has knowingly and willfully engaged in the foregoing Labor Code violations repeatedly, over a significant period of time, and in a systematic manner, to the detriment of Employees and/or other similarly situated and aggrieved employees and members of the general public.

(9) Failures to Comply with Labor Code and IWC Wage Order No. 4-2001 Provisions Warranting PAGA Civil Penalties

Pursuant to California Labor Code §§ 2698 *et. seq.*, also known as PAGA, California has stated that notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in § 2699.3.⁵

⁵ Pursuant to Labor Code § 2699.5, California has stated: “The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7.”

Employees on behalf of themselves and/or other aggrieved employees incorporates the preceding paragraphs into their allegations that follow, which give rise to Employer's liability for PAGA civil penalties.⁶

i. Underlying Violations of Labor Code § 98.6 (Discrimination, Retaliation, or Adverse Action Because of a Claim or Complaint Under the Jurisdiction of the Labor Commissioner)

Labor Code § 98.6(a) provides: "A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her."⁷

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 98.6(a). Employees are informed and believe that Employer discriminated, retaliated, and/or took adverse action against Employees and/or other aggrieved employees because they had bona fide complaints or claims against Employer as a result of Employer's wage payment and employment policies and practices, as stated herein, and/or because Employees and/or other aggrieved employees instituted or caused to be instituted a proceeding under or relating to their rights that are under the jurisdiction of the Labor Commissioner, and/or because Employees and/or other aggrieved employees have initiated an action or notice pursuant to § 2699, and/or because Employees and/or other aggrieved employees have testified or are about to testify in a proceeding pursuant to § 2699, and/or because of Employees and/or other aggrieved employees exercised any rights afforded him or her on behalf of himself, herself, or others.

Employer's conduct violates Labor Code § 98.6(a) because Employer has knowingly and willfully discriminated, retaliated, and/or took adverse action against Employees and/or other

⁶ An employee affected by at least one labor code violation may pursue penalties on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.)

⁷ Labor Code § 98.6(b) and its subdivisions provide: "(1) Any employee who is discharged, threatened with discharge, demoted, suspended, retaliated against, subjected to an adverse action, or in any other manner discriminated against in the terms and conditions of his or her employment because the employee engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee has made a bona fide complaint or claim to the division pursuant to this part, or because the employee has initiated any action or notice pursuant to Section 2699 shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by those acts of the employer. [¶] (2) An employer who willfully refuses to hire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor. [¶] (3) In addition to other remedies available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation."

aggrieved employees, which entitle the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

ii. Underlying Violations of Labor Code § 201 (Failure to Timely Pay All Wages Due at Time of Discharge)

Labor Code § 201(a) provides, in part: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 201(a). As stated above, and for the reasons set forth above, Employees are informed and believe that Employer failed to timely pay Employees and/or other aggrieved employees all wages due at the times they were discharged.

Employer’s conduct violates Labor Code § 201(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employees and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of discharge, which entitle the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

iii. Underlying Violations of Labor Code § 202 (Failure to Timely Pay All Wages Due at Time of Quitting or Within 72 Hours Thereof)

Labor Code § 202(a) provides, in part: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 202(a). As stated above, and for the reasons set forth above, Employees are informed and believes that Employer failed to timely pay Employees and/or other aggrieved employees all wages due at the times they quit.⁸

Employer’s conduct violates Labor Code § 202(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employees and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of quitting, which entitle the State of California, her and other aggrieved employees to PAGA civil penalties.

iv. Underlying Violations of Labor Code § 203 (Failure to Pay Wages of the Employee as Continuing Penalty Up to 30 Days After Discharge or Quitting)

Labor Code § 203(a) provides, in part: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 203(a). As stated above, and for the reasons set forth above, Employees are informed and believe that Employer failed perform its obligations to timely pay Employees and/or other aggrieved employees all final wages and the corresponding penalties that are still due as a result owed at their same respective rates of pay, for up to 30 days.⁹

Employer’s conduct violates Labor Code § 203(a) because Employer has knowingly and willfully refused to perform its obligations to provide Employees and/or other aggrieved

⁸ See fn.2 *supra*.

⁹ See fn.2 *supra*.

employees with timely and full payment of all continuing wages as penalties, sometimes called “waiting time penalty” wages, which entitle the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

v. Underlying Violations of Labor Code § 204 (Failure to Timely Pay All Wages Due During Employment)

Labor Code § 204(a) provides, in part: “All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”¹⁰

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 204(a). As stated above, and for the reasons set forth above, Employees are informed and believes that Employer failed to timely pay Employees and/or other aggrieved employees all wages due throughout their respective periods of employment including on days that Employer designated in advance as the regular paydays.

Employer’s conduct violates Labor Code § 204(a) because Employer had knowingly and willfully refused to perform its obligations to provide Employees and/or other aggrieved employees with timely and full payment of all wages earned throughout their respective periods of employment, which entitle the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

vi. Underlying Violations of Labor Code § 206 (Failure to Pay All Wages Due and Undisputed or as Determined by the Labor Commissioner)

Labor Code § 206(a) and (b) provide: “(a) In case of a dispute over wages, the employer shall pay, without condition and within the time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to the employee all remedies he might otherwise be entitled to as to any balance claimed. [¶] (b) If, after an investigation and hearing, the Labor Commissioner has determined the validity of any employee’s claim for wages, the claim is due and payable within 10 days after receipt of notice by the employer that such wages are due. Any employer having the ability to pay who willfully fails to pay such wages within 10 days shall, in addition to any other applicable penalty, pay treble the amount of any damages accruing to the employee as a direct and foreseeable consequence of such failure to pay.”

¹⁰ Labor Code § 210 provides: “(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: [¶] (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. [¶] (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld. [¶] (b) The penalty shall be recovered by the Labor Commissioner as part of a hearing held to recover unpaid wages and penalties pursuant to this chapter or in an independent civil action. The action shall be brought in the name of the people of the State of California and the Labor Commissioner and the attorneys thereof may proceed and act for and on behalf of the people in bringing these actions. Twelve and one-half percent of the penalty recovered shall be paid into a fund within the Labor and Workforce Development Agency dedicated to educating employers about state labor laws, and the remainder shall be paid into the State Treasury to the credit of the General Fund.”

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 206(a) and (b). Employees are informed and believe that Employer has, during disputes over wages with Employees and/or other aggrieved employees, failed to pay all wages, or parts thereof, conceded by Employer to be due. Employees are further informed and believes that Employer had had the ability to pay and had willfully failed to pay such wages within 10 days.

Employer’s conduct violates Labor Code § 206 because Employer had knowingly and willfully refused to perform its obligations to provide Employees and/or other aggrieved employees with timely and full payment of all wages due and undisputed and/or as ordered by the Labor Commissioner, which entitle the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

vii. Underlying Violations of Labor Code § 208 (Failure to Lawfully Pay at Place of Discharge or in the County Where the Employee Quit)

Labor Code § 208 provides: “Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.”

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 208. As stated above, and for the reasons set forth above, Employees are informed and believes that Employer failed to timely pay Employees and/or other aggrieved employees all wages due at the times they quit or were discharged in the manner provided by law including by failing to pay Employees and/or other aggrieved employees continuing wages as a penalty from the due dates thereof at the same rate until paid for up to 30 days.¹¹

Employer’s conduct violates Labor Code § 208 because Employer has knowingly and willfully refused to perform its obligations to provide Employees and/or other aggrieved employees with timely and full payment of all wages earned and unpaid at the time of quitting and at the time of discharge, which entitle the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

viii. Underlying Violations of Labor Code § 226 (Failure to Furnish Accurate Itemized Wage Statements and to Maintain and Timely Provide Accurate Employment Records)

In addition to requiring employers to provide employees with accurate itemized wage statements, discussed above, Labor Code § 226(a) provides, in part: “The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, “copy” includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.”

Labor Code § 226(b) provides: “An employer that is required by this code or any regulation adopted pursuant to this code to keep the information required by subdivision (a) shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer. The employer may take reasonable steps to ensure the identity of a current or former employee. If the employer provides copies of the records, the actual cost of reproduction may be charged to the current or former employee.”

¹¹ See fn.2 *supra*.

Labor Code § 226(c) provides: "An employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made."¹²

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 226. As stated above, and for the reasons set forth above, Employees are informed and believe that Employer failed to provide Employees and/or other aggrieved employees accurate itemized wage statements and failed to create and maintain accurate records, as required under Labor Code § 226(a). Employees are further informed and believe that Employer failed to provide Employees and/or other aggrieved employees copies of their employment records upon their oral and written requests as soon as practicable, but no later than 21 calendar days from the date of the request, as required under Labor Code § 226(b) and (c).

Employer's conduct violates Labor Code § 226 because Employer has knowingly and willfully refused to perform its obligations to provide Employees and/or other aggrieved employees with accurate itemized wage statements, to maintain accurate employment records, and to timely and fully comply with written or oral requests for inspection or receipts of copies of employment records, which entitle the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

ix. Underlying Violations of Labor Code § 226.7 (Failure to Timely Pay All Meal Period and Rest Period Wages Due During Employment)

Labor Code § 226.7(c) provides: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 226.7(c). As stated above, and for the reasons set forth above, Employees are informed and believe that Employer failed to provide Employees and/or other aggrieved employees one (1) hour of pay at their regular rates of compensation for each workday that a meal period was not provided and for each workday that a rest period was not authorized or permitted.

Employer's conduct violates Labor Code § 226.7(c) because Employer has knowingly and willfully refused to perform its obligations to compensate Employees and/or other aggrieved employees for all wages earned and all hours worked, which entitle the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

x. Underlying Violations of Labor Code § 510 (Failure to Pay All Overtime Wages Due)

Labor Code § 510(a) provides, in part: "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one

¹² Labor Code § 226(f) provides: "A failure by an employer to permit a current or former employee to inspect or receive a copy of records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer."

workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 510(a). As stated above, and for the reasons set forth above, Employees are informed and believe that Employer failed to pay Employees and/or other aggrieved employees for all overtime hours worked.

Employer's conduct violates Labor Code § 510 because Employer has refused to perform its obligations to compensate Employees and/or other aggrieved employees for all wages earned and all hours worked, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

xi. Underlying Violations of Labor Code § 512 (Failure to Provide Timely First and Second Meal Periods)

Labor Code § 512(a) provides: "An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 512(a). As stated above, and for the reasons set forth above, Employees are informed and believe that Employer failed to provide Employees and/or other aggrieved employees timely, uninterrupted, and duty-free first and second meal periods during their shifts.

Employer's conduct violates Labor Code § 512 because Employer has refused to perform its obligations to provide Employees and/or other aggrieved employees timely, uninterrupted, and duty-free first and second meal periods during their shifts, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

xii. Underlying Violations of Labor Code § 1102.5 (Retaliation for Disclosing Information Reasonably Believed to be a Violation of State or Federal Law)

Labor Code § 1102.5(a) provides: "An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties."

Labor Code § 1102.5(b) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for

providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties."

Labor Code § 1102.5(c) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation."

Labor Code § 1102.5(d) provides: "An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1102.5. Employees are informed and believe that Employer adopted and/or enforced rules, regulations or policies designed to prevent or retaliate against Employees and/or other aggrieved employees from disclosing violations of, or participating in investigations, hearings, or inquiries concerning, Employer's violation of California wage and hour laws as alleged herein or other workplace conditions and/or occurrences including industrial injuries suffered by Employees and/or other aggrieved employees.

Employer's conduct violates Labor Code § 1102.5 because Employer has refused to perform its obligations to refrain from adopting or enforcing rules designed to prevent disclosure of California wage and hour violations and/or retaliating against employees to make such disclosures, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

xiii. Underlying Violations of Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records in a Central Location in California)

Labor Code § 1174 and subdivision (d) provide: "Every person employing labor in this state shall: [¶] . . . (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1174(d). As stated above, and for the reasons set forth above, Employees are informed and believes that Employer failed to keep Employees and/or other aggrieved employees' accurate payroll records including the hours they worked daily.

Employer's conduct violates Labor Code § 1174(d) because Employer has refused to perform its obligations to keep accurate payroll records, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

xiv. Underlying Violations of Labor Code § 1194 (Failure to Pay All Minimum and Overtime Wages)

Labor Code § 1194(a) provides: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance

of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1194(a). As stated above, and for the reasons set forth above, Employees are informed and believe that Employer failed to pay Employees and/or other aggrieved employees for all hours worked, including hours entitling them to minimum wages and overtime wages.

Employer's conduct violates Labor Code § 1194(a) because Employer has refused to perform its obligations to compensate Employees and/or other aggrieved employees for all wages earned and all hours worked, including hours entitling them to minimum wages and overtime wages, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

xv. Underlying Violations of Labor Code § 1197 (Failure to Pay All Minimum Wages)

Labor Code § 1197 provides: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1197. As stated above, and for the reasons set forth above, Employees are informed and believes that Employer failed to pay Employees and/or other aggrieved employees for all hours worked, including hours entitling them to minimum wages.

Employer's conduct violates Labor Code § 1197 because Employer has refused to perform its obligations to compensate Employees and/or other aggrieved employees for all wages earned and all hours worked, including hours entitling them to minimum wages, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

xvi. Underlying Violations of Labor Code § 1197.1 (Failure to Pay Wages Less Than the Minimum Fixed Including All Wages Due as Determined by the Labor Commissioner)

Labor Code § 1197.1(a) and subparagraphs (1) to (3) provide: "(a) Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: [¶] (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. [¶] (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203. [¶] (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1197.1. As stated above, and for the reasons set forth above, Employees are informed and believes that Employer failed to pay

Employees and/or other aggrieved employees for all hours worked, including hours entitling them to minimum wages.

Employer's conduct violates Labor Code § 1197 because Employer has refused to perform its obligations to compensate Employees and/or other aggrieved employees for all wages earned and all hours worked, including hours entitling them to minimum wages, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

xvii. Underlying Violations of Labor Code § 1198 (Employment Under Conditions of Labor Prohibited by the Relevant IWC Wage Orders)

Labor Code § 1198 provides: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1198 and the provisions of IWC Wage Order No. 4-2001. As stated above, and for the reasons set forth above, Employees are informed and believes that Employer subjected Employees and/or other aggrieved employees to work for longer hours than those fixed by IWC Wage Order No. 4-2001 or under conditions of labor prohibited by IWC Wage Order No. 4-2001.

xviii. Underlying Violations of Labor Code § 1199 (Payments of Less Than the Minimum Fixed by an IWC Wage Order)

Labor Code § 1199 and its subdivisions (a) to (c) provide: "Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: [¶] (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. [¶] (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission. [¶] (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 1199 and the provisions of IWC Wage Order No. 4-2001. As stated above, and for the reasons set forth above, employees are informed and believe that Employer subjected Employees and/or other aggrieved employees to work for longer hours than those fixed by IWC Wage Order No. 4-2001 or under conditions of labor prohibited by IWC Wage Order No. 4-2001, that Employer paid Employees and/or other aggrieved employees less than various minimums fixed by IWC Wage Order No. 4-2001, and that Employer knowingly and willfully refused and neglected to comply with the provisions of IWC Wage Order No. 4-2001.

Employer's conduct violates Labor Code § 1199 because Employer has refused to perform its obligations to refrain from employing Employees and/or other aggrieved employees for hours and under conditions prohibited by the IWC, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

xix. Underlying Violations of Labor Code § 2802 (Failure to Indemnify Employees)

Labor Code § 2802(a) provides: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

The Kick Law Firm, APC

LWDA, DIR; Money Mart ("Employer")

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Employees and/or other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code § 2802. As stated above, and for the reasons set forth above, Employees are informed and believe that Employer knowingly and willfully failed to indemnify Employees and/or aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties.

Employer's conduct violates Labor Code § 2802 because Employer has refused to perform its obligations to indemnify Employees and/or other aggrieved for all monies they expended in necessary expenditures or losses incurred, which entitles the State of California, Employees, and other aggrieved employees to PAGA civil penalties.

* * *

This notice shall further represent Employees' reasonable attempt to settle their dispute(s) with Employer prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, this notice serves to apprise Employer of Employees' aforementioned grievances and the proposed remedies as detailed below, while affording Employer reasonable opportunity to meet Employees' demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Employer shall pay Employees and all other similarly situated persons employed by Employer at any time during the past 48 months back pay and compensation for the above-referenced violations.

2. Employer shall comply with all California labor laws and ensure that its/their non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Employer shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of minimum wage hours that were not paid, the number of overtime wage hours that were not paid, the number of meal periods which were not provided, the number of rest periods which were not authorized and permitted, and the number of employees who were required to pay uniform, uniform maintenance or other expenditures in the discharge of their duties, the number of employees who were not paid all wages due at time of discharge or quitting, with the investigation to be completed within 60 days.

4. Employer shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Employer also shall pay each employee one hour of pay for each workday he or she was not provided one or more meal periods, as required by Labor Code § 226.7.

5. Employer shall reimburse those employees who were forced to pay for any business expenses incurred for Employer's benefit, as well as those items employees were compelled and coerced to purchase from Employer or other persons in relation to their employment.

6. Employer shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Employer shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Employer shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.* including, but not limited to, penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 4-2001, § 20.

The Kick Law Firm, APC

LWDA, DIR; Money Mart ("Employer")

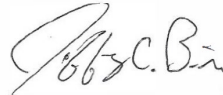
December 17, 2020

Page 20 of 20

If the Department of Industrial Relations including the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, California 90049. Additionally, please advise us if the Agency or Employer require additional information regarding Employees' complaints.

Thank you for your prompt attention to this matter.

Very Truly Yours,
THE KICK LAW FIRM, APC

A handwritten signature in cursive script, appearing to read "Jeffrey C. Bils".

TARAS KICK
ROY K. SUH
DANIEL BASS
JEFFREY C. BILS

Attorneys for Darlene Torres, Leanna Ruvalcaba,
and Marcella Bernal

Encl.: Proposed Complaint

Darlane Rose

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, December 18, 2020 9:35 AM
To: Jeffrey Bils
Subject: Thank you for submission of your PAGA Case.

12/18/2020

LWDA Case No. LWDA-CM-815829-20
Law Firm : THE KICK LAW FIRM, APC
Plaintiff Name : Darlene Torres, Leanna Ruvalcaba, Marcella Bernal
Employer: MONETARY MANAGEMENT OF CALIFORNIA, INC.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	14161V2	Prepared By:	Michael Sutherland
Estimate Date:	11/23/2021	Direct Dial #	321.223.5067
		Email:	Msutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Jeffrey Bils**
Firm: Kick Law Firm
Email: [Jeffrey Bils <jeff@kicklawfirm.com>](mailto:Jeffrey.Bils@kicklawfirm.com)

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Confidential: Claims Settlement

Anticipated Total Cost	\$11,261
Capped Fee*	\$11,000

Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate
- 2) Included is a 2021 Federal 1120 tax return to account for banking activity in 2021.

Total Possible Class Size:	733	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	5%
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	Yes	Redistribution:	One
Unclaimed Funds:	TBD	State(s):	CA
		Tax Reporting Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup, Online Posting	\$125.00	6	\$750.00
Spanish Translation	\$0.25	3000	\$750.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,340.00

Notification

Notice Packet: 9 pg Notice - Double Sided

Check Cashing Deadline Reminder.

Category	Unit Value	# of Units	Total
Mail Notice Packet	\$1.00	733	\$733.00
Postage	\$0.58	733	\$425.14
NCOA/CASS/LACS	\$50.00	1	\$50.00
Undeliverable Processing	\$0.25	73	\$18.33
Skip Trace RUM	\$1.50	73	\$109.95
Remail Notice Packet	\$1.75	62	\$109.03
Remail Postage	\$0.58	62	\$36.14
Reminder Post Card Check Cashing Deadline	\$0.40	367	\$146.60
Postage	\$0.36	367	\$131.94
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$1,810.13

Call Center

Establish Case Specific Toll Free Number

Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	3	\$225.00



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800-779-2104 www.simpluris.com

Administration

Process Mail, Opt-Outs or Objections

Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	2	\$150.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	1	\$1.83
Claim Processing	\$2.00	7	\$14.66
Data Entry	\$50.00	2	\$100.00
Project Manager	\$125.00	2	\$250.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$641.49

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members: W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail Check	\$3.00	733	\$2,199.00
Postage	\$0.53	733	\$388.49
Process Returned Checks	\$0.50	7	\$3.67
Skip Trace Search Undeliverable Checks	\$3.00	7	\$21.99
Remail Checks (Includes Postage)	\$3.00	7	\$21.99
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2021	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$3.00	11	\$32.99
Postage	\$0.58	11	\$6.38
Responding to IRS, State, Agency Inquiries	\$75.00	1	\$75.00
Disbursement Manager	\$125.00	3	\$375.00
Total			\$5,819.50



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Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc	\$50.00	3	\$150.00
Project Manager-Wrap-up Final Issues	\$125.00	2	\$250.00
Total			\$650.00

Postage \$849.77

Total Case Costs

\$11,261.12

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

EXHIBIT 4

1 Taras Kick (SBN 143379)
2 Taras@kicklawfirm.com
3 Greg Taylor (SBN 315128)
4 Greg@kicklawfirm.com
5 **THE KICK LAW FIRM, APC**
6 815 Moraga Drive
7 Los Angeles, CA 90049
8 Tel: (310) 395-2988
9 Fax: (310) 395-2088

10 Attorneys for Plaintiffs
11 DARLENE TORRES, LEANNA RUVALCABA,
12 and MARCELLA BERNAL, individually and on
13 behalf of all others similarly situated

14 **SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**
15 **CENTRAL DISTRICT — SPRING STREET COURTHOUSE**

16 DARLENE TORRES, LEANNA
17 RUVALCABA, and MARCELLA BERNAL,
18 individuals, on their own behalf and on behalf
19 of all similarly aggrieved employees,

20 Plaintiffs,

21 v.

22 MONETARY MANAGEMENT OF
23 CALIFORNIA, INC., a foreign corporation;
24 DFC GLOBAL CORP., a foreign corporation;
25 and DOES 1through 50, inclusive,

26 Defendants.

Case No.: 21STCV09917

*[Assigned for all purposes to the Hon. William
F. Highberger, Dept. 10]*

[PROPOSED] FINAL JUDGMENT

Complaint filed: March 12, 2021

FAC filed: June 9, 2022

Trial date: None set

1 **[PROPOSED] FINAL JUDGMENT**

2 In keeping with this Court's [FINAL APPROVAL HEARING DATE] Final Order Granting
3 Motion for Final Approval of Class and PAGA Representative Action Settlement ("Final Approval
4 Order") this Court hereby **ADJUDGES** and **DECREES** as follows:

5 1. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of
6 Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now enters this Judgment under which all
7 Plaintiffs, Participating Class Members and the State of California, California Labor and Workforce
8 Development Agency ("LWDA"), shall take nothing from Defendant Monetary Management of
9 California, Inc. ("Money Mart" or "Defendant"), except as expressly set forth in the Final Approval Order.

10 2. Pursuant to the California Rules of Court, Rule 3.771(a), this Final Judgment, hence, binds
11 the following Class:

12 All non-exempt employees who were employed by Money Mart in California during the
13 Claims Period, with the Claims Period defined as the period from March 12, 2017 to the point
14 in time where the class Workweeks reach 71,500, or until the Court grants preliminary
approval of the Agreement, whichever occurs first. ("Claims Period").

15 and finally binds the State of California as to the following PAGA Members:

16 All current or former non-exempt employees of Money Mart employed in the State of
17 California in Money Mart's records at any time during the period from January 6, 2020,
18 through the point in time where the class Workweeks reach 71,500, or the Court grants
preliminary approval of the class action settlement, whichever occurs first. ("PAGA Period").

19 3. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court,
20 Rule 3.769(h), this Court shall retain jurisdiction over the Parties, Participating Class Members and the
21 LWDA with respect to enforcement of this Judgment including, but not limited to, all matters related to
22 the interpretation, administration and consummation of the Settlement. Pursuant to the California Rules
23 of Court, Rule 3.771(b), the Settlement Administrator's posting of an electronic copy of the Judgment on
24 the Settlement Administrator's website shall be deemed due and sufficient notice of entry of this
25 Judgment.

26 **IT IS SO ADJUDICATED.**

27 DATED: _____

28 THE HONORABLE WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT