

06/30/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

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Ruvalcaba, and Marcella Bernal and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

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

Plaintiffs,

vs.

MONETARY MANAGEMENT OF
CALIFORNIA, INC., a foreign corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV09917

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

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT AND
JUDGMENT THEREON**

Date: June 30, 2023
Time: 11:00 a.m.
Dept: SSC-10

Complaint filed: March 12, 2021
FAC filed: June 9, 2022
Trial date: None Set

~~PROPOSED~~ ORDER AND FINAL JUDGMENT

Plaintiffs' Unopposed Motion for Final Approval of Class Action and PAGA Action Settlement ("Motion for Final Approval") came before this Court on June 30, 2023, at 11:00 a.m. in the matter of *Torres, et al. v. Monetary Management of California, Inc., et al.*, Los Angeles Superior Court, Case No. 21STCV09917 (the "Action").

Having fully reviewed the Motion for Final Approval and declarations filed in support thereof, including the parties' Stipulation for Class Action Settlement ("Settlement Agreement" or "Settlement") and Court-ordered Codicil attached as Exhibit 1 to the Declaration of Taras Kick ("Court-ordered Codicil"), and good cause appearing, THE COURT HEREBY ORDERS AS FOLLOWS:

1. Plaintiffs' Motion for Final Approval is hereby granted and Judgment is entered as stated herein.

2. The Court has jurisdiction over all claims asserted in the Action, Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal ("Plaintiffs"), Settlement Class Members and Defendant Monetary Management of California, Inc. ("Defendant" or "Money Mart"), and finally certifies and binds the following Settlement Class Members and Settlement Class:

All non-exempt employees who were employed by Money Mart in California at any time during the period from March 12, 2017, through January 17, 2023 (the "Claims Period" or "Class Period").

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

All non-exempt employees who were employed by Money Mart in California at any time during the period from January 6, 2020, through January 17, 2023 (the "PAGA Period").

3. Pursuant to the Code of Civil Procedure section 382, Rule 3.769 of the California Rules of Court and Labor Code §§ 2698, *et seq.* ("PAGA"), this Court now grants final approval of the Settlement as set forth in the Settlement Agreement and enters this Final Judgment under which Plaintiffs, Settlement Class Members and the State of California, California Labor and Workforce Development Agency ("LWDA"), shall take nothing from Defendant, except as expressly set forth herein.

4. The Court finds that Plaintiffs have adequately represented the Settlement Class and finally appoints Plaintiffs as Class Representatives.

1 5. The Court finds that Taras Kick and Greg Taylor of The Kick Law Firm, APC have fairly
2 and adequately represented the Settlement Class and finally appoints them as Class Counsel.

3 6. The Court finds that the Settlement that has been reached is the result of non-collusive,
4 arm's-length negotiations. The Court finds that the Settlement is, in all respects, fair, reasonable, and
5 adequate to the Settlement Class when balanced against the probable outcome of extensive and costly
6 litigation. Substantial investigation and research have been conducted such that counsel for Plaintiffs and
7 Defendant ("the Parties") have been reasonably able to evaluate their respective positions. The Court finds
8 that the Settlement will avoid substantial additional costs by all parties, as well as the delay and risk that
9 would be presented by further prosecution of the Action.

10 7. The Court determines that the Parties complied with the distribution of the Class Notice in
11 the manner and form set forth in the Preliminary Approval Order and Court-ordered Codicil, and that, as
12 a result, the Class Notice provided to the Class was the best notice practicable under the circumstances,
13 constituted due and sufficient notice to all persons entitled to such notice and that all absent Settlement
14 Class Members have been given the opportunity to participate fully in the claims exclusion and the
15 approval process.

16 8. Simpluris, Inc., the Court-appointed Settlement Administrator, received no objections in
17 response to the Class Notice, no disputes regarding workweeks or pay periods, and one timely request for
18 exclusion from the Settlement (i.e., opt-out request), as identified in the Declaration of Lindsay Kline
19 Regarding Notice and Settlement Administration, dated June 2, 2023 ("Kline Declaration"). By submitting
20 a timely request for exclusion, Mariah Jane Matthews, is therefore not a member of this Settlement Class.
21 The Court finds that the reaction of the Settlement Class to the Settlement was overwhelmingly favorable.

22 9. Plaintiffs and all Settlement Class Members, shall have, by operation of this Order and
23 Judgment, fully, finally, and forever released, relinquished, and discharged Released Parties from all
24 Released Claims, as set forth in the Settlement Agreement, effective upon full payment by Defendant per
25 the terms of the Settlement Agreement.

26 10. The State of California, by and through Plaintiffs, shall have, by operation of this Order
27 and the accompanying judgment, fully, finally and forever released, relinquished, and discharged
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Released Parties from all PAGA Claims set forth in the Settlement Agreement as they relate to the PAGA Release, effective upon full payment by Defendant per the terms of the Settlement Agreement. Released Claims shall include all claims for PAGA penalties alleged in Plaintiffs' Notice to the LWDA and alleged in the Complaint during the PAGA Period.

11. The Settlement is not an admission by Defendant or the other Released Parties of the merits of any claim in the Action or of any wrongdoing. Neither the Settlement Agreement, nor any document referenced therein, nor any action taken to carry out the Settlement Agreement, shall be (a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Defendant or the other Released Parties of any liability, fault, wrongdoing, omission, concession or damage, or (b) disclosed, referred to, or offered or received in evidence against Defendant or the other Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding except for purposes of effectuating the Settlement. However, the Settlement may be admitted in evidence and otherwise used in any proceeding to enforce its terms, or in defense of any claims released or barred by the Settlement.

12. The Court approves the Settlement Fund, as set forth in the Settlement Agreement, of one million, five hundred thousand dollars and zero cents (\$1,500,000.00) and the employer-side payroll taxes, which shall be non-reversionary and which shall include (1) Settlement Payments to the Settlement Class Members; (2) PAGA Payment to the California Labor and Workforce Development Agency ("LWDA"); (3) PAGA Payments to the PAGA Employees; (4) Attorneys' Fees and Litigation Costs to Class Counsel; (5) Class Representative Service Awards to Plaintiffs; and (6) Settlement Administration Costs to the Settlement Administrator, payable under the Settlement in keeping with the subparagraphs below:

a. Settlement Payments to Settlement Class Members. The Court hereby approves the methodology used to calculate Settlement Class Members' Settlement Payments amount as detailed in the Settlement Agreement and approves payments of those amounts to Settlement Class Members as Settlement Payments for their individual releases of the Released Claims.

1 b. PAGA Payment to the LWDA. The Court hereby approves the payment of thirty-
2 seven thousand five hundred dollars and zero cents (\$37,500.00) to the California Labor Workforce
3 Development Agency as 75% of the total PAGA penalties.

4 c. PAGA Payments to the PAGA Employees. The Court hereby approves the
5 methodology used to calculate each Aggrieved Employee's PAGA Payment amount as detailed in the
6 Settlement Agreement and approves payments of twelve thousand five hundred dollars and zero cents
7 (\$12,500.00) in aggregate for all PAGA Employees and approves payments of those apportioned
8 amounts to PAGA Employees as PAGA Payments.

9 d. Attorneys' Fees to Class Counsel. The Court hereby grants Plaintiffs' and Class
10 Counsel's attorneys' fee request for five hundred thousand dollars and zero cents (\$500,000) or thirty-
11 three percent and one-third (33 1/3%) of the Settlement Fund as Class Counsel Fees Payment payable to
12 Class Counsel because the Court determines that the award of such fees is fair and reasonable in
13 recognition of Class Counsel's diligent representation of Plaintiffs and Class Members and the contingent
14 risks Class Counsel undertook in litigating the Action. The Court finds that Class Counsel's request for
15 attorneys' fees is reasonable under the common fund method in light of the benefit obtained for the Class.
16 The Court finds that Class Counsel's hourly rates are reasonable and in line with rates prevailing in the
17 community. The Court further finds that the number of hours Class Counsel spent prosecuting the Action
18 is reasonable. Accordingly, the Court finds that Class Counsel's request for attorneys' fees is also
19 reasonable under the lodestar method.

20 e. Litigation Expenses Payment to Class Counsel. The Court hereby grants Plaintiffs'
21 and Class Counsel's litigation costs request for eight thousand eight hundred three dollars and sixty-five
22 cents (\$8,803.65) to Class Counsel for reimbursement of Class Counsel's reasonable litigation expenses
23 incurred in litigating and resolving the Action as a litigation cost award because the Court determines
24 that the award of such costs is fair and reasonable.

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f. Class Representative Service Awards to Plaintiffs. The Court hereby approves the payment of seven thousand five hundred dollars and zero cents (\$7,500.00) each to Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal as Class Representative Service Awards, separate and apart from any amounts due to Plaintiffs as Settlement Payments and PAGA Payments.

g. Settlement Administration Costs to the Settlement Administrator. The Court hereby approves a payment of eleven thousand dollars and zero cents (\$11,000.00) to the Settlement Administrator for settlement administration tasks in accordance with the Settlement Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

13. The Court hereby approves the plan for transferring unclaimed Settlement Payments and PAGA Payments to the State Controller of the State of California, pursuant to applicable law, as set forth in the Settlement Agreement. If any Settlement Class Members fail to receive or cash their Settlement Payment checks or PAGA Payments, then the affected Settlement Class Members shall be deemed bound to the Settlement, nonetheless.

14. The Court directs and authorizes Counsel for the Parties to utilize all reasonable procedures in connection with the further administration of the Settlement that are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

15. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in this Order.

16. Pursuant to California Rule of Court, Rule 3.769(h), this Court shall retain jurisdiction over all matters related to the administration and consummation of the Settlement and any claims, asserted in, arising out of, or related to the subject matter of the Action including, but not limited to, all matters related to the final distribution of Settlement funds and the determination of all controversies relating thereto.

17. ~~An OSC re Compliance~~ ^{A Non-Appearance Case Review} is set for March 8, 2024, at ~~8:30 a.m.~~ ⁹ ~~or _____.~~

The Court orders Class Counsel to file a report five (5) court days prior to the OSC, as to the distribution of funds and compliance with the Judgment, including a declaration from the Administrator.

1 18. Accordingly, and pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the
2 California Rules of Court, this Court GRANTS Plaintiffs' Motion for Final Approval of Class Action
3 and PAGA Settlement, and Judgment is entered in accordance with this Order.

4 **IT IS SO ORDERED.**

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6 DATED: 06/30/2023


THE HONORABLE WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 815 Moraga Drive Los Angeles, CA 90049.

On **June 23, 2023**, I served the following document or documents:

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT AND JUDGMENT THEREON**

X By e-mail or electronic transmission. Based on an agreement of the parties to accept service by e-mail transmission or a request that the party or parties, who have appeared and are represented by counsel identified below I caused the documents to be sent to the person(s) at the address(es) at the e-mail address(es) listed below in keeping with California Rules of Court, Appendix I (Emergency Rules Related to COVID-19), Emergency rule 12 (Electronic service). The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful, to the addressees as stated below.

An Nguyen Ruda aruda@bzbm.com Elizabeth T. Ferguson eferguson@bzbm.com BARTKO ZANKEL BUNZEL & MILLER A Professional Law Corporation One Embarcadero Center, Suite 8 San Francisco, California 94111	Attorneys for Defendants MONETARY MANAGEMENT OF CALIFORNIA and DFC GLOBAL CORP.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 23, 2023.

/s/ Alina L. Muresan
Alina L. Muresan