

1 AN NGUYEN RUDA (SBN 215453)
aruda@bzbm.com
2 ELIZABETH FERGUSON (SBN 318934)
bschnayerson@bzbm.com
3 BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation
4 One Embarcadero Center, Suite 800
San Francisco, California 94111
5 Telephone: (415) 956-1900
Facsimile: (415) 956-1152

6 Attorneys for Defendant
7 MONETARY MANAGEMENT OF
CALIFORNIA

8 TARAS KICK (SBN 143370)
taras@kicklawfirm.com
9 KAREN L. WALLACE (272309)
karen@kicklawfirm.com
10 SAM VAHEDI (SBN 282660)
sam@kicklawfirm.com
11 THE KICK LAW FIRM, APC
12 815 Moraga Drive
Los Angeles, California 90049
13 Telephone: (310) 395-2988
Facsimile: (310) 395-2088

14 Attorneys for Plaintiffs
15 DARLENE TORRES, LEANNA RUVALCABA
and MARCELLA BERNAL, individually, and
16 on behalf of similarly aggrieved

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA

18 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

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

21 Plaintiffs,

22 v.

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

25 Defendants.
26

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/XX/2022

INTRODUCTION

28 Plaintiffs Darlene Torres, Leanna Ruvalcaba, and Marcella Bernal ("Named Plaintiffs") and

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

13 **STIPULATION AND SETTLEMENT AGREEMENT**
14 **OF CLASS ACTION CLAIMS**

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

19 **I. Class Certification.**

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

26 Should, for whatever reason, the Settlement not become final, the fact that the Parties were
27 willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall
28 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.

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

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

10 **VII. Class Claims.**

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

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

23 **1. Definitions:**

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

26 (b) "Class Plaintiffs" and "Class" are defined as all non-exempt employees who
27 were employed by Money Mart in California during the Claims Period. Class Plaintiffs and Class
28 comprise all putative class members as alleged in the proposed First Amended Complaint

1 (hereinafter referred to as "Complaint"). The Parties estimate there are approximately 738 Class
2 Plaintiffs.

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

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

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

14 (f) "Money Mart" means Monetary Management of California, Inc.

15 (g) "DFC" means DFC Global Corp.

16 (h) "Defendant" means defendant Money Mart.

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

26 (j) "Enhancement Award" means the sum to be paid to the Named Plaintiffs, as
27 an enhancement for their singular role in undertaking this Action, and for the risks and work
28 attendant to this role, which award shall be deducted from the "Settlement Fund."

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

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

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

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

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

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

24 (q) **“PAGA Pay Period”** means any biweekly pay period during which a PAGA
25 Employee worked at least one (1) day or is otherwise identifiable as Money Mart’s non-exempt
26 employee in the state of California in Money Mart’s records during the PAGA Period, which the
27 Settlement Administrator preliminarily and finally assigns as credits to individual PAGA
28 Employees when calculating individual PAGA Payments.

1 (r) **“PAGA Pay Period Dollar Value”** means the dollar value for each PAGA
2 Pay Period credit assigned to PAGA Employees, which shall be determined by dividing the PAGA
3 Payment to PAGA Employees by the aggregate number of all PAGA Pay Period credits assigned to
4 all PAGA Employees.

5 (s) **“Payment Date”** means the date by which Class Members receive payment
6 of their Settlement Payments and PAGA Payments.

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

13 (u) **“Settlement Payment(s)”** mean the individual amounts to be paid to Class
14 Members pursuant to the terms of this Settlement, and exclusive of any PAGA Payments required
15 to be paid to PAGA Employees.

16 (v) **Complaint (“Complaint”)** means the First Amended Complaint proposed to
17 be filed with the Court in this Action.

18 (w) **“Workweek(s)”** is any week in which a member of the Settlement Class
19 worked at least one day for the Defendant.

20 (x) **“Workweek Dollar Value”** means the dollar value for each Workweek credit
21 assigned to Class Members, which shall be determined by dividing the Net Settlement Amount by
22 the aggregate number of all Workweek credits assigned to all Class Members.

23 **2. Full Investigation.** Plaintiffs have fully investigated the factual and legal bases for
24 the causes of action asserted in the Class Action. Given the disagreement between the Parties as to
25 the viability of the claims raised by Plaintiffs in the Class Action, the Parties believe the Settlement
26 provided for herein is a fair, adequate, and reasonable settlement.

27 **3. Release As To All Class Members.** As of the date Defendant funds the Settlement,
28 the Class Members, including Named Plaintiffs, release Defendant Money Mart and DFC, their

1 respective affiliates, and each of their past or present officers, directors, members, shareholders,
2 employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants,
3 insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries,
4 affiliates, joint ventures, owners, parent companies and attorneys and each of their respective
5 company-sponsored employee benefit plans and all of their respective officers, directors,
6 employees, administrators, fiduciaries, trustees, and agents (the "Released Parties"), from the
7 "Released Claims" arising during the Class Period. This release is subject to court approval. For
8 purposes of this Agreement, the "Released Claims" are defined as all claims alleged in the
9 Complaint or arising out of the facts alleged in the Complaint, whether known or unknown, whether
10 for violation of any state or federal constitution, statute, rule, regulation, including the California
11 Labor Code and the California Wage Orders, whether for economic damages, restitution, penalties,
12 liquidated damages, or interest, including but not limited to claims that the Released Parties:

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

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

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

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

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

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

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

25 (viii) did not maintain accurate and required records;

26 (ix) engaged in discrimination, retaliation, and/or took adverse action
27 against Class Members for exercising their rights or engaging in protected activity;
28

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

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

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

9 (xiii) subjected Class Members to work for longer hours than those fixed
10 by IWC Wage Order No. 4-2001 or under conditions of labor prohibited by IWC Wage Order No.
11 4-2001, paying less than the various minimums fixed by IWC Wage Order No. 4-2001, and
12 knowingly and willfully refusing and neglecting to comply with the provisions of IWC Wage Order
13 No. 4-2001;

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

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

23 5. **General Release By Named Plaintiffs; 1542 Waiver by Named Plaintiffs.** In
24 addition to the release made by the Class Members set forth in Paragraphs 3 and 4 hereof, upon
25 approval of this Stipulation, Named Plaintiffs shall be deemed to have generally released any and
26 all claims, demands and causes of action of every kind and nature, whether known or unknown,
27 suspected or unsuspected, which the Named Plaintiffs now own or hold or at any time heretofore
28 have owned or held against the Released Parties, or any of them, arising out of, resulting from, or

1 in any way related to any transaction, agreement, occurrence, act, or omission whatsoever occurring,
2 existing, or omitted at any time before the Named Plaintiffs' signing of this Agreement.

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

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

8 **6. Allocation of Settlement Fund.**

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

24 (b) If the Court does not approve any of the awards as requested and described
25 above, then the difference not awarded shall be added to the Net Settlement Amount and distributed
26 between the Class Members on a pro rata basis based on a percentage of each individual Class
27 Member's Settlement Award.

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

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

17 8. **Basis for Distribution.** Class Settlement Payments will be made on a pro-rata basis
18 to all Class Members who do not opt out in a timely manner. The Settlement Payments paid to the
19 Class Members will be allocated between penalties (80%), and wages (20%). PAGA Payments will
20 be characterized as only penalties. Taxes will be withheld on any wage portions paid to Class
21 Members. The amount allocated as penalties and interest paid to each Class Member shall be paid
22 without deduction or offset to reflect payment of alleged interest, penalties, and other non-wage
23 amounts, although Defendant may issue an IRS Form 1099-Misc and/or IRS Form 1099-Int to
24 reflect these payments for penalties and interest, if required. The Settlement Administrator is
25 charged with preparing and mailing 1099s and W-2s in connection with payments made under this
26 Agreement. The employer-side taxes are not included in the gross settlement amount.

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

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

16 **13. Calculation of Settlement Payment and PAGA Payment.**

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

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

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

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

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

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

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

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

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

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

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

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

20 (a) **Settlement Administrator.** Simpluris shall be retained to serve as Settlement
21 Administrator. Simpluris has provided notification and/or claims administration services in more
22 than 5,000 cases. Of these, more than 3,000 were Labor & Employment cases. Over the past
23 10 years, Simpluris has handled approximately \$600 million in settlements. Subject to Defendant’s
24 and Class Counsel’s agreement to perform some or all of said tasks, as set forth in this Agreement,
25 the Settlement Administrator shall be responsible for preparing, printing, and mailing the Notice of
26 Pendency of Class Action Settlement and Final Hearing (“Notice”) (in the form substantially similar
27 to **Exhibit 1** attached hereto), as directed by the Court to all Class Plaintiffs; determining the amount
28 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.

26 **17. Procedure for Opting In, Objecting to or Requesting Exclusion from Class**
27 **Action Settlement.**
28

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

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

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

23 (d) Class Plaintiffs who fail to submit a valid and timely request for exclusion on
24 or before the Objection/Exclusion/Dispute Deadline shall be bound by all terms of the Settlement
25 and any final judgment entered in this Class Action if the Settlement is approved by the Court,
26 regardless of whether or not they have made an objection to the Settlement. No later than twenty-
27 one (21) court days before the final approval hearing of the Settlement, the Settlement Administrator
28 shall provide Defendant's Counsel and Class Counsel with a complete list of all Class Plaintiffs who

1 have timely requested exclusion from the Class, along with the number of participating Class
2 Members, gross settlement amount paid to all Class Members, and low, high, and average payment
3 to participating Class Members.

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

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

24 **19. Tax Issues and Qualified Settlement Fund.**

25 (a) This Settlement does not constitute tax advice to any recipient of monies.
26 Defendant will not be held responsible for any individual tax liability in any way related to this
27 Settlement found to exist on behalf of Class Members who do not timely exclude themselves from
28 the Settlement.

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

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

27 (d) All taxes (including any interest or penalties) arising with respect to income
28 earned by the QSF, including any taxes or tax detriments that may be imposed upon or incurred by

1 Defendant with respect to any income earned by the QSF for any period during which the QSF does
2 not qualify as a “qualified settlement fund” for federal or state income tax purposes, shall be paid
3 from the QSF as Settlement Administration costs. All expenses and costs incurred in connection
4 with the operation and implementation of this section including without limitation, expenses of
5 attorneys and/or accountants and mailing and distribution expenses related to filing or failing to file
6 the tax returns described herein, shall be paid from the QSF as Settlement Administration costs.

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

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

25 **22. Nullification of Settlement Agreement.** In the event: (i) the Court does not enter
26 the Order specified herein; (ii) the Court does not finally approve the Settlement and does not enter
27 a Final Judgment as provided herein, which becomes final as a result of the occurrence of the
28 Effective Date; or (iii) the Settlement does not become final for any other reason, this Settlement

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

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

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

21 **25. No Admission By the Parties.** Defendant and the Released Parties deny any and all
22 claims alleged in this Class Action and deny all wrongdoing whatsoever. This Agreement is not a
23 concession or admission of liability and shall not be used against Defendant or any of the Released
24 Parties as an admission or indication with respect to any claim of any fault, concession or omission
25 by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved,
26 neither the Settlement, nor any document, statement, proceeding, or conduct related to this
27 Agreement, nor any reports or accounts thereof, shall in any event be:
28

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

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

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

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

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

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

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

27 **31. Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
28 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate

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

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

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

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

25 **35. Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to
26 interpretation, implementation, and enforcement of the terms of this Agreement and all orders and
27 judgments entered in connection therewith, and the parties and their counsel hereto submit to the
28

jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

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

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

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

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

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

1 by law or as may be necessary for the prosecution of claims relating to the performance or
2 enforcement of this Agreement, or prohibit or restrict the Parties and their counsel from responding
3 to any inquiry about this settlement or its underlying facts and circumstances by any governmental
4 agency, or any regulatory or self-regulatory agency or organization. To the extent permitted by law,
5 with respect to any such disclosure pursuant to the foregoing sentence, the Parties and their counsel
6 shall provide the other Party with as much notice as possible of any request to make any above-
7 described disclosure, and will use best efforts to ensure that if such disclosure occurs it will occur
8 in a manner designed to maintain the confidentiality of this settlement to the fullest extent possible.

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

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

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

19
20 DATED: April ____, 2022

DARLENE TORRES

21
22 By: _____

23
24 DATED: April ____, 2022

LEANNA RUVALCABA

25
26 By: _____

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.

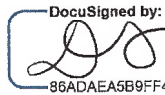
14 **40. Named Plaintiffs' Waiver of Right to be Excluded and Object.** Named Plaintiffs
15 agree to sign this Agreement, and by signing this Agreement, agree that they are bound by the terms
16 herein stated and further agree not to request to be excluded from the Class and agree not to object
17 to 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

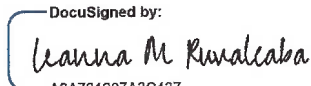
DARLENE TORRES

23
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25 By:

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1 DATED: April ²²____, 2022

LEANNA RUVALCABA

2
3 By: 
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6 DATED: April ²²____, 2022

MARCELLA BERNAL

7
8 By: 
9 DocuSigned by:
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10 DATED: April _____, 2022

MONETARY MANAGEMENT OF CALIFORNIA,
INC.

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

16
17 **Approved as to Form:**

18 DATED: April _____, 2022

BARTKO ZANKEL BUNZEL & MILLER
A Professional Law Corporation

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

23 5/10/2022
24 DATED: April _____, 2022

THE KICK LAW FIRM, APC

25 By: 
26 DocuSigned by:
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27 Taras Kick
28 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