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13 POPULUS FINANCIAL GROUP, INC.
14 dba ACE CASH EXPRESS

15 *[Additional counsel on next page.]*

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 NUVIA BARRAGAN, ITZEL
19 LEGORRETA-CRUZALTA, JAVIER
20 RAMIREZ, AND DAMALI URBINA-
21 FAJARDO, individuals on behalf of
22 themselves and all similarly situated
23 employees,

24 Plaintiffs,

25 vs.

26 POPULUS FINANCIAL GROUP, INC.
27 DBA ACE CASH EXPRESS, INC., a
28 Texas Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 2:21-CV-08021-SB (MRWx)

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Stanley Blumenfeld, Jr.
Courtroom: 6C

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Attorneys for Plaintiffs, individually
and behalf of all others similarly situated

1 This Stipulation of Class and PAGA Action Settlement (“Settlement” or
2 “Settlement Agreement”) is reached by and between Plaintiffs Nuvia Barragan
3 (“Barragan”), Itzel Legorreta-Cruzalta (“Legorreta-Cruzalta”), Javier Ramirez
4 (“Ramirez”), and Damali Urbina-Fajardo (“Urbina-Fajardo”) (collectively
5 “Plaintiffs”), individually and on behalf of all members of the Settlement Class
6 (defined below), on one hand, and Defendant Populus Financial Group, Inc. dba
7 ACE Cash Express (hereinafter “ACE”), on the other hand, and is memorialized in
8 this Settlement Agreement. Plaintiffs and ACE are referred to herein collectively as
9 the “Parties.” Plaintiffs and the Settlement Class are represented by Shoham J.
10 Solouki and Grant Joseph Savoy of Solouki Savoy, LLP (“Class Counsel”). ACE
11 is represented by Elizabeth (Lisa) A. Brown, Amanda Bolliger, and Matthew
12 Morris of GBG LLP.

13 **FACTUAL BACKGROUND**

14 On August 20, 2021, Plaintiffs filed a Complaint against ACE in the Los
15 Angeles County Superior Court, in the matter entitled *Nuvia Barragan, Itzel*
16 *Legorreta-Cruzalta, Javier Ramirez AND Damali Urbina-Fajardo, individuals on*
17 *behalf of themselves and all similarly situated employees v. Populus Financial*
18 *Group, Inc. dba ACE Cash Express, Inc. et al.*, Case No. 21STCV31256
19 (“Complaint” or “Lawsuit”). On October 7, 2021, ACE removed the Lawsuit to the
20 United States District Court for the Central District of California (the “Court”),
21 Case No. 2:21-cv-08021-SB-MRW.

22 The Complaint alleges 11 causes of action for: (1) failure to provide required
23 meal periods in violation of Cal. Lab. Code sections 226.7, 510, 512, 1194, 1197
24 and IWC Wage Order No. 4-2001, section 11; (2) failure to provide required rest
25 periods in violation of Cal. Lab. Code sections 226.7, 512, and IWC Wage Order
26 No. 4-2001, section 12; (3) failure to pay overtime wages in violation of Cal. Lab.
27 Code sections 510, 1194, 1198 and IWC Wage Order No. 4-2001, section 3; (4)
28 failure to pay minimum wages in violation of Cal. Lab. Code sections 1194, 1197

1 and IWC Wage Order No. 4-2001, section 4; (5) failure to timely pay wages during
2 employment in violation of Cal. Lab. Code section 204; (6) failure to pay all wages
3 due to discharged and quitting employees in violation of Cal. Lab. Code sections
4 201, 202, 203; (7) failure to maintain required records in violation of Cal. Lab.
5 Code sections 226, 1174 and IWC Wage Order No. 4-2001, section 7; (8) failure to
6 furnish accurate itemized wage statements in violation of Cal. Lab. Code sections
7 226, 1174 and IWC Wage Order No. 4-2001, section 7; (9) failure to indemnify
8 employees for necessary expenditures incurred in discharge of duties in violation of
9 Cal. Lab. Code section 2802; (10) unfair and unlawful business practices in
10 violation of Cal. Bus. & Prof. Code section 17200 *et seq.*; and (11) violation of the
11 Private Attorneys General Act of 2004, Cal. Lab. Code sections 2698, *et seq.*
12 (“PAGA”) (“The Lawsuit”).

13 SETTLEMENT AGREEMENT

14 1. Given the uncertainty of litigation, Plaintiffs and ACE wish to settle the
15 Lawsuit individually and on behalf of the Settlement Class (defined below).
16 Accordingly, Plaintiffs and ACE agree as follows:

17 **A. Settlement Class.** For the purposes of this Settlement Agreement
18 only, Plaintiffs and ACE stipulate to the certification of the following
19 Settlement Class: All individuals who are or previously were
20 employed by ACE in California as non-exempt employees during the
21 Class Period. Any member of the Settlement Class is referred to as a
22 “Settlement Class Member.” “Class Period” is defined as the time
23 period of August 20, 2017 through the date of preliminary approval of
24 this Settlement.

25 **B.** Members of the Settlement Class who were employed during the
26 PAGA Settlement Period are also defined as “PAGA Settlement Class
27 Members.” “PAGA Settlement Period” is defined as the time period of
28

1 June 16, 2020 through the date of preliminary approval of this
2 Settlement.

3 The Parties agree that certification of the Settlement Class for purposes of this
4 Settlement Agreement is not an admission that class certification is proper under
5 Rule 23 of the Federal Rules of Civil Procedure or under section 382 of the
6 California Code of Civil Procedure. If for any reason this Settlement Agreement is
7 not approved or is terminated, in whole or in part, this conditional agreement to
8 class certification will be inadmissible and will have no effect in this matter or in
9 any claims brought on the same or similar allegations, and the Parties shall revert to
10 the respective positions they held prior to entering into the Settlement Agreement.
11 Parties further agree that for purposes of the settlement, certification is not
12 necessary for individuals to become PAGA Settlement Class Members.

13 **2. Release by Settlement Class Members, PAGA Settlement Class**

14 **Members, and Plaintiffs.** Plaintiffs and every member of the Settlement
15 Class and PAGA Settlement Class will fully release and discharge ACE, and
16 all of its past and present officers, directors, shareholders, employees, agents,
17 principals, heirs, representatives, accountants, auditors, consultants, and their
18 respective successors and predecessors in interest, subsidiaries, affiliates,
19 parents and attorneys, (collectively the “Released Parties”), as follows:

20 **A. Release of Class Claims:** All Participating Settlement Class Members
21 (as defined in Paragraph 4(B) below) will release all claims, demands,
22 rights, liabilities and causes of action pled in the operative Complaint,
23 or which could have been pled or could arise out of the facts pled in
24 the operative Complaint arising between August 20, 2017 and the date
25 of the final approval of the Settlement (the “Released Class Claims”).
26 The Released Class Claims include claims for: (a) failure to provide
27 meal periods or properly pay premiums; (b) failure to provide rest
28 periods or properly pay premiums; (c) failure to pay overtime wages,

1 including at correct rates; (d) failure to pay minimum wages; (e)
2 failure to timely pay wages during employment; (f) failure to timely
3 pay wages to discharged employees; (g) failure to maintain required
4 records; (h) failure to furnish accurate itemized wage statements; (i)
5 failure to indemnify expenses; and (j) all claims for unfair business
6 practices premised on the facts, claims, causes of action, or legal
7 theories described above.

8 **B. Release of PAGA Claims:** Separate and apart from the Released
9 Class Claims specified in Paragraph 2(A) above, all PAGA Settlement
10 Class Members will release all claims under PAGA as alleged in the
11 Complaint and/or any notices submitted by the Plaintiffs to the
12 LWDA. All PAGA Settlement Class Members will also release all
13 claims, demands, rights, liabilities, and causes of action under PAGA
14 which could have been pled or could arise out of the facts pled in the
15 Complaint arising between June 16, 2020 and the date of the final
16 approval of the Settlement (“PAGA Released Claims”). PAGA
17 Released Claims include claims for civil penalties for alleged
18 (a) failure to provide meal periods or properly pay premiums; (b)
19 failure to provide rest periods or properly pay premiums; (c) failure to
20 pay overtime wages, including at correct rates; (d) failure to pay
21 minimum wages; (e) failure to timely pay wages during employment;
22 (f) failure to timely pay wages to discharged employees; (g) failure to
23 maintain required records; (h) failure to furnish accurate itemized
24 wage statements; (i) failure to indemnify expenses. PAGA Settlement
25 Class Members will receive their respective share of the PAGA
26 Payments and will release all PAGA Released Claims regardless of
27 whether or not they submit a valid and timely Request for Exclusion.
28

1 C. In light of their Class Representative Service Awards and other
2 consideration given, Plaintiffs each agree to release, in addition to the
3 Released Class Claims and PAGA Released Claims described above,
4 all claims, whether known or unknown, under federal, state or local
5 law against the Released Parties, including but not limited to all claims
6 related to or arising out of their employment with ACE and their
7 terminations thereof. The Parties understand and agree that Plaintiffs
8 are not, by way of this release, releasing any workers' compensation
9 claims nor any other claims which cannot be released as a matter of
10 law. Notwithstanding the foregoing, Plaintiffs each understand that
11 this release includes unknown claims and that they are, as a result,
12 waiving all rights and benefits afforded by Section 1542 of the
13 California Civil Code, which provides:

14 A general release does not extend to claims which
15 the creditor or releasing party does not know or
16 suspect to exist in his or her favor at the time of
17 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.

18 **3. Gross Settlement Amount.** As consideration, ACE agrees to pay a "Gross
19 Settlement Amount" of Eight Hundred Seventy Five Thousand Dollars and
20 Zero Cents (\$875,000.00) in full and complete settlement of the Lawsuit, as
21 follows:

22 **A.** The Parties have agreed to engage ILYM Group, Inc. as the
23 "Settlement Administrator" to administer this Settlement.

24 **B.** The Gross Settlement Amount shall be deposited with the Settlement
25 Administrator within thirty (30) calendar days of the Effective Date
26 (which, for this purpose, shall be defined as the later of (1) the last date
27 on which any appeal might be filed from the date the Court enters an
28 Order granting Final Approval of the Settlement Agreement (i.e., no

1 later than thirty (30) calendar days following entry of judgment), or (2)
2 the successful resolution of any appeal(s), including expiration of any
3 time to seek reconsideration or further review).

4 **C. The Gross Settlement Amount includes:**

- 5 (1) All payments (including interest) to the Settlement Class;
6 (2) All costs of the Settlement Administrator and settlement
7 administration, which are anticipated to be no greater than
8 Twenty Two Thousand Four Hundred Fifty Dollars and Zero
9 Cents (\$22,450.00);
10 (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for
11 each Plaintiff's Class Representative Service Award (for a total
12 of Forty Thousand Dollars and Zero Cents (\$40,000.00)), in
13 recognition of their contributions to the Lawsuit and their
14 service to the Settlement Class. Even in the event that the Court
15 reduces or does not approve the requested Class Representative
16 Service Award, Plaintiffs shall not have the right to revoke this
17 Settlement Agreement and it will remain binding;
18 (4) Up to one-third of the Gross Settlement Amount in Class
19 Counsel's attorneys' fees, which is currently estimated to be
20 Two Hundred Ninety One Thousand Six Hundred Sixty Six
21 Dollars and Zero Cents (\$291,666.00), plus actual costs and
22 expenses incurred by Class Counsel related to the Lawsuit as
23 supported by declaration, which are currently estimated to be no
24 greater than Forty Thousand Dollars (\$40,000.00). In the event
25 that the Court reduces or does not approve the requested Class
26 Counsel attorneys' fees or costs, Class Counsel shall not have
27 the right to revoke this Settlement Agreement, and it will remain
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1 binding, but Class Counsel shall have the right to appeal a
2 reduction below the amounts requested; and

3 (5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the
4 Gross Settlement Amount has been set aside by the Parties as
5 PAGA civil penalties. Per Labor Code § 2699(i), seventy-five
6 percent (75%) of such penalties, or Thirty Seven Thousand Five
7 Hundred Dollars and Zero Cents (\$37,500.00) will be payable to
8 the Labor & Workforce Development Agency (“LWDA”), and
9 the remaining twenty-five percent (25%), or Twelve Thousand
10 Five Hundred Dollars and Zero Cents (\$12,500), will be payable
11 to PAGA Settlement Class Members as the “PAGA Amount,”
12 which PAGA Amount will be distributed as described below.

13 **D. Escalator Clause.** It is estimated that, as of March 10, 2022, the
14 Settlement Class Members worked approximately 147,267
15 workweeks. On or before the date that is five (5) court days before the
16 hearing on the motion for preliminary approval, ACE will provide a
17 declaration under penalty of perjury confirming the number of
18 workweeks worked by Settlement Class Members as of March 10,
19 2022. The Gross Settlement Amount will increase proportionally with
20 added workweeks if the number of workweeks confirmed by ACE is
21 more than 10% greater than the estimate stated herein.

22 **E. Blow Up Clause.** The Parties and their counsel agree that they will
23 not solicit or encourage individuals to opt out of the Settlement or to
24 assert or pursue objections to the Settlement. However, if more than
25 five percent (5%) of the Settlement Class Members submit timely
26 Requests for Exclusion, ACE shall have the exclusive right to void this
27 Settlement at its option. ACE shall make its election within fourteen
28 (14) calendar days after the Settlement Administrator notifies the

Parties of the number of Requests for Exclusion received, which the Settlement Administrator shall do within ten (10) calendar days after the Response Deadline. If ACE exercises this right to rescind the Settlement, it shall pay all reasonable settlement administration costs incurred by the Settlement Administrator to that date.

4. Payments to the Settlement Class. Settlement Class Members are not required to submit a claim form to receive a payment (“Individual Settlement Award”) from the Settlement. Individual Settlement Awards will be determined and paid as follows:

- A.** The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiffs’ Class Representative Service Awards, the Settlement Administrator’s fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”
- B.** From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Award based on the following formula: each Settlement Class Member who does not submit a valid and timely Request for Exclusion as set forth in Paragraph 9(C) below (“Participating Settlement Class Members”) shall receive a proportionate settlement share based upon the workweeks employed by ACE during the Class Period, the numerator of which is the Settlement Class Member’s workweeks during the Class Period and the denominator of which is the total workweeks worked by all Participating Settlement Class Members who worked during the Class Period.

- 1 **C.** The Settlement Administrator shall distribute to the LWDA the 75% of
2 the amount allocated to PAGA civil penalties pursuant to Paragraph
3 4(C)(6) above. In addition, the Settlement Administrator shall allocate
4 the PAGA Amount as follows. Each PAGA Settlement Class Member
5 shall receive a portion of the PAGA Amount proportionate to the
6 number of workweeks worked during the PAGA Settlement Period,
7 the numerator of which is the PAGA Settlement Class Member's gross
8 number of workweeks worked during PAGA Settlement Period and
9 the denominator of which is the total number of workweeks worked by
10 all PAGA Settlement Class Members during the PAGA Settlement
11 Period.
- 12 **D.** Within ten (10) business days following ACE's deposit of the Gross
13 Settlement Amount with the Settlement Administrator, the Settlement
14 Administrator will calculate Individual Settlement Award amounts and
15 provide the same to the Parties' counsel for review and approval.
16 Within five (5) business days of approval by the Parties' counsel, the
17 Settlement Administrator will prepare and mail Individual Settlement
18 Awards, less applicable taxes and withholdings, to Participating
19 Settlement Class Members and PAGA Settlement Class Members.
20 The Settlement Administrator shall simultaneously pay the
21 withholdings to the applicable authorities with the necessary reports,
22 submitting copies to ACE's counsel.
- 23 **E.** For purposes of calculating applicable taxes and withholdings, each
24 Settlement Award shall be allocated as follows: Eighty Percent (80%)
25 as penalties and interest; and Twenty Percent (20%) as wages. The
26 Settlement Administrator will be responsible for issuing to
27 participating Settlement Class Members IRS Forms W-2 for amounts
28 deemed "wages" and IRS Forms 1099 for the amounts allocated as

1 penalties and interest. Notwithstanding the treatment of the payments
2 to each Settlement Class Member above, none of the payments called
3 for by this Settlement Agreement, including the wage portion, are to be
4 treated as earnings, wages, pay or compensation for any purpose of
5 any applicable benefit or retirement plan, unless required by such
6 plans.

7 **F.** ACE shall fully discharge its obligations under this Settlement
8 Agreement through the remittance of the Gross Settlement Amount to
9 the Settlement Administrator as set forth in Paragraph 3(B), regardless
10 of whether checks representing Individual Settlement Awards are
11 actually received and/or negotiated by Settlement Class Members.
12 Once ACE has complied with its obligations set forth in Paragraph
13 3(B), it will be deemed to have satisfied all terms and conditions under
14 this Settlement Agreement, shall be entitled to all protections afforded
15 to it under this Settlement Agreement, and shall have no further
16 obligations under the terms of the Settlement Agreement, regardless of
17 what occurs with respect to the further administration of the
18 Settlement. Without prejudice to any other remedies, the Settlement
19 Administrator shall hold ACE harmless from and against all liabilities,
20 claims, causes of action, costs, and expenses (including legal fees and
21 expenses) arising out of any failure to timely or properly compensate
22 Settlement Class Members as provided for in this Settlement
23 Agreement.

24 **G.** Each Participating Settlement Class Member who receives an
25 Individual Settlement Award must cash the check(s) within one
26 hundred eighty (180) calendar days from the date the Settlement
27 Administrator mails it/them. One hundred twenty (120) calendar days
28 after the mailing of the settlement checks, the Settlement

1 Administrator shall mail a reminder notice to those Participating
2 Settlement Class Members who have not yet negotiated their check.
3 Any check that is not negotiated within one hundred eighty (180)
4 calendar days of mailing to a Settlement Class Member shall be paid to
5 the State Controller Unclaimed Property Fund in the name of the Class
6 Member who does not timely negotiate his/her Individual Settlement
7 Award check. Checks to PAGA Settlement Class Members shall be
8 treated in the same manner.

9 **H.** Neither Plaintiffs nor ACE shall bear any liability for lost or stolen
10 checks, forged signatures on checks, or unauthorized negotiation of
11 checks. Unless responsible by its own acts of omission or
12 commission, the same is true for the Settlement Administrator.

13 **5. Attorneys' Fees and Costs.** ACE will not object to Class Counsel's request
14 for a total award of attorneys' fees of one-third of the Gross Settlement
15 Amount, which is currently estimated Two Hundred Ninety One Thousand
16 Six Hundred and Sixty Six Dollars and Zero Cents (\$291,666.00).
17 Additionally, Class Counsel will request an award of actual costs and
18 expenses as supported by declaration, in an amount not to exceed Forty
19 Thousand Dollars (\$40,000.00) from the Gross Settlement Amount. These
20 amounts will cover any and all work performed and any and all costs
21 incurred in connection with this litigation, including without limitation: all
22 work performed and all costs incurred to date; and all work to be performed
23 and costs to be incurred in connection with obtaining the Court's approval of
24 this Settlement Agreement, including any objections raised and any appeals
25 necessitated by those objections. Class Counsel will be issued an IRS Form
26 1099 by the Settlement Administrator when the Settlement Administrator
27 pays the fee award allowed by the Court. Even in the event that the Court
28 reduces or does not approve the requested Attorneys' Fees or Costs, Plaintiffs

1 and Class Counsel shall not have the right to revoke this Settlement, and it
2 will remain binding, but Class Counsel retain the right to appeal a reduction.

3 **6. Class Representative Service Award.** ACE will not object to a request for
4 Class Representative Service Awards of up to Ten Thousand Dollars and
5 Zero Cents (\$10,000.00) for each Plaintiff for a total of Forty Thousand
6 Dollars and Zero Cents (\$40,000.00) for their time and risk in prosecuting
7 this case, and their service to the Settlement Class. This award will be in
8 addition to Plaintiffs' respective Individual Settlement Award as a Settlement
9 Class Member, if any, and shall be reported on an IRS Form 1099 issued by
10 the Settlement Administrator. Even in the event that the Court reduces or
11 does not approve the requested Class Representative Service Award,
12 Plaintiffs shall not have the right to revoke this Settlement, and it will remain
13 binding.

14 **7. Settlement Administrator.** ACE will not object the appointment of ILYM
15 Group, Inc. as Settlement Administrator. ACE will not object to Plaintiffs'
16 request to the Court to pay up to Twenty Two Thousand Four Hundred Fifty
17 Dollars and Zero Cents (\$22,450.00) for the Settlement Administrator's
18 services from the Gross Settlement Amount. The Settlement Administrator
19 shall be responsible for sending notices and for calculating Individual
20 Settlement Awards and preparing all checks and mailings, calculating and
21 remitting ACE's share of taxes payable on the wages, and other duties as
22 described in this Settlement Agreement. The Settlement Administrator shall
23 be authorized to pay itself from the Gross Settlement Amount by Class
24 Counsel only after Individual Settlement Awards have been mailed to all
25 participating Settlement Class Members.

26 **8.** Within a reasonable time after execution of this Settlement Agreement by the
27 Parties and after providing ACE the opportunity to review the draft
28

1 Preliminary Approval papers for at least five (5) business days prior to filing,
2 Plaintiffs shall apply to the Court for the entry of an Order:

- 3 **A.** Conditionally certifying the Settlement Class for purposes of this
4 Settlement Agreement;
- 5 **B.** Appointing Shoham J. Solouki and Grant Joseph Savoy of Solouki
6 Savoy, LLP as Class Counsel for settlement purposes only;
- 7 **C.** Appointing Plaintiffs Barragan, Legorreta-Cruzalta, Ramirez and
8 Urbina-Fajardo as Class Representatives for the Settlement Class
9 Members for settlement purposes only;
- 10 **D.** Approving ILYM Group, Inc. as Settlement Administrator;
- 11 **E.** Preliminarily approving this Settlement Agreement and its terms as
12 fair, reasonable, and adequate;
- 13 **F.** Approving the settlement of the PAGA claims (“PAGA Settlement”)
14 and the terms of the PAGA Payment to the PAGA Settlement Class
15 Members, to be paid following final approval of the Settlement in
16 accordance with Paragraph 4(C) supra;
- 17 **G.** Approving the form and content of the Notice Packet, which is
18 substantively in the form attached hereto as Exhibit A, and directing
19 the mailing of same;
- 20 **H.** Setting deadlines for the Settlement Administrator to provide the Class
21 Notice, and for Settlement Class Members to opt out or object to the
22 Settlement; and
- 23 **I.** Scheduling a Final Approval hearing.

24 At the same time that Class Counsel submits this Settlement Agreement to the
25 Court for preliminary approval, Class Counsel shall also submit a copy of the
26 Agreement to the LWDA. Within ten (10) calendar days of the filing the Motion
27 for Preliminary Approval, ACE will, pursuant to CAFA, mail the notice(s) of the
28 Settlement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711 et

1 seq.

2 **9. Notice to Settlement Class.** Following preliminary approval, the Settlement
3 Class shall be notified as follows:

4 **A. Class Data transfer.** Within thirty (30) calendar days after entry of an
5 order preliminarily approving this Settlement, ACE will provide the
6 Settlement Administrator with the names, last known addresses, phone
7 numbers, social security numbers, the dates of termination of
8 employment (if any), and the number of workweeks worked by each
9 Settlement Class Member while employed during the Class Period and
10 PAGA Settlement Period (the “Class Data”). The Class Data shall be
11 provided to the Settlement Administrator in an electronic format
12 satisfactory to the Settlement Administrator. The Class Data ACE
13 provides to the Settlement Administrator, along with any updated
14 contact information identified by the Settlement Administrator, as
15 explained below, shall be used solely to administer the Notice Packet
16 and Settlement Award process described herein, shall remain
17 confidential, and shall not be disclosed to anyone (including Class
18 Counsel), except pursuant to the express written authorization of ACE
19 or the individual in question (and only as to his/her information), by
20 order of the Court, or to the extent necessary to fulfill the Settlement
21 Administrator’s reporting obligations hereunder. ACE is not
22 responsible or liable for any errors in the calculation of work weeks or
23 settlement amount to be awarded. ACE is also not liable or
24 responsible for any errors made by the Settlement Administrator in the
25 administration of the settlement.

26 **B.** Within ten (10) business days from receipt of this information, the
27 Settlement Administrator shall: (i) run the names of all Settlement
28 Class Members through the National Change of Address (“NCOA”)

1 database to determine any updated addresses for Settlement Class
2 Members; (ii) update the address of any Settlement Class Member for
3 whom an updated address was found through the NCOA search; (iii)
4 calculate the estimated Individual Settlement Award for each
5 Settlement Class Member; and (iv) mail a Notice Packet to each
6 Settlement Class Member at his or her last known address or at the
7 updated address found through the NCOA search, and retain proof of
8 mailing.

9 **C. Requests for Exclusion.** Any Settlement Class Member who wishes
10 to opt-out of the Settlement must complete and mail a Request for
11 Exclusion (defined below) to the Settlement Administrator within
12 forty-five (45) calendar days of the date of the initial mailing of the
13 Notice Packets (the "Response Deadline"). The Notice Packet shall
14 state that Settlement Class Members who wish to exclude themselves
15 from the Settlement must submit a Request for Exclusion by the
16 Response Deadline. The Request for Exclusion must: (1) contain the
17 name, address, telephone number and the last four digits of the Social
18 Security number of the Settlement Class Member; (2) contain a
19 statement that the Settlement Class Member wishes to be excluded
20 from the Settlement; (3) be signed by the Settlement Class Member;
21 and (4) be postmarked by the Response Deadline and mailed to the
22 Settlement Administrator at the address specified in the Class Notice.
23 If the Request for Exclusion does not contain the information listed in
24 (1)-(3), it will not be deemed valid for exclusion from the Settlement,
25 except a Request for Exclusion not containing a Class Member's
26 telephone number and/or last four digits of the Social Security number
27 will be deemed valid. The date of the postmark on the Request for
28 Exclusion shall be the exclusive means used to determine whether a

1 Request for Exclusion has been timely submitted. Any Settlement
2 Class Member who requests to be excluded from the Settlement Class
3 will not be entitled to any recovery from the Net Settlement Amount
4 and will not be bound by the terms of the Settlement or have any right
5 to object, appeal, or comment thereon. Notwithstanding the foregoing,
6 the PAGA Settlement and release of the PAGA Released Claims will
7 apply to all PAGA Settlement Class Members whether or not they
8 exclude themselves from the class action settlement. PAGA
9 Settlement Class Members who submit a valid and timely Request for
10 Exclusion shall still be entitled to their portion of the PAGA Amount
11 described above, and will release all PAGA Released Claims, whether
12 they submit a valid and timely Request for Exclusion or not.

13 **D. Objections.** Members of the Settlement Class who do not request
14 exclusion may object to this Settlement Agreement as explained in the
15 Class Notice by filing a written objection with the Settlement
16 Administrator (who shall serve all objections as received on Class
17 Counsel and ACE's counsel, and Class Counsel will then be
18 responsible to file all such objections with the Court). ACE's counsel
19 and Class Counsel shall file any responses to objections no later than
20 the deadline to file the Motion for Final Approval. To be valid, any
21 written objection must: (1) contain the objecting Settlement Class
22 Member's full name and current address, as well as contact
23 information for any attorney representing the objecting Settlement
24 Class Member for purposes of the objection; (2) include all objections
25 and the factual and legal bases for same; (3) include any and all
26 supporting papers, briefs, written evidence, declarations, and/or other
27 evidence; and (4) be postmarked no later than the Response Deadline.
28 Alternatively, members of the Settlement Class who do not request

1 exclusion may also object to the Settlement by appearing at the Final
2 Approval Hearing. Settlement Class Members who request exclusion
3 may not object to the Settlement.

4 **E. Notice of Settlement Award / Disputes.** Each Notice Packet mailed
5 to a Settlement Class Member shall disclose the amount of the
6 Settlement Class Member's estimated Individual Settlement Award as
7 well as the Settlement Class Member's number of Workweeks worked
8 during the Class Period. Settlement Class Members will have the
9 opportunity, should they disagree with ACE's records regarding the
10 information stated in the Notice Packet, to provide documentation
11 and/or an explanation to show contrary information. Any such
12 dispute, including any supporting documentation, must be mailed to
13 the Settlement Administrator and postmarked by the Response
14 Deadline. If there is a dispute, the Settlement Administrator will
15 consult with the Parties to determine whether an adjustment is
16 warranted. The Settlement Administrator shall determine the
17 eligibility for, and the amounts of, any Individual Settlement Awards
18 under the terms of this Settlement Agreement. The Settlement
19 Administrator's determination of the eligibility for and amount of any
20 Individual Settlement Award shall be binding upon the Settlement
21 Class Member and the Parties.

22 **F.** Any Notice Packets returned to the Settlement Administrator as non-
23 delivered on or before the Response Deadline shall be re-mailed to the
24 forwarding address affixed thereto. If no forwarding address is
25 provided, the Settlement Administrator shall make reasonable efforts,
26 including utilizing a "skip trace," to obtain an updated mailing address
27 within five (5) business days of receiving the returned Notice Packet.
28 If an updated mailing address is identified, the Settlement

1 Administrator shall resend the Notice Packet to the Settlement Class
2 Member immediately, and in any event within three (3) business days
3 of obtaining the updated address. The address identified by the
4 Settlement Administrator as the current mailing address shall be
5 presumed to be the best mailing address for each Settlement Class
6 Member. It will be conclusively presumed that, if an envelope so
7 mailed has not been returned within thirty (30) calendar days of the
8 mailing, the Settlement Class Member received the Notice Packet.
9 Settlement Class Members to whom Notice Packets are re-mailed after
10 having been returned as undeliverable to the Settlement Administrator
11 shall have fourteen (14) calendar days from the date of re-mailing, or
12 until the Response Deadline has expired, whichever is later (but in no
13 event more than fourteen (14) calendar days after the Response
14 Deadline), to submit a Request for Exclusion, Objection, or dispute.
15 Notice Packets that are re-mailed shall inform the recipient of this
16 adjusted deadline. If a Settlement Class Member's Notice Packet is
17 returned to the Settlement Administrator more than once as non-
18 deliverable, then an additional Notice Packet shall not be mailed.
19 Nothing else shall be required of, or done by, the Parties, Class
20 Counsel, or ACE's Counsel to provide notice of the proposed
21 settlement.

22 **10. Final Approval.** Following preliminary approval and the close of the period
23 for filing requests for exclusion, objections, or disputes under this Settlement
24 Agreement and after providing ACE the opportunity to review the draft Final
25 Approval papers for at least five (5) business days prior to filing, Plaintiffs
26 shall apply to the Court for entry of an Order:

27 **A.** Granting final approval to the Settlement Agreement and adjudging its
28 terms to be fair, reasonable, and adequate;

- 1 **B.** Approving Plaintiff's and Class Counsel's application for attorneys'
2 fees and costs, Class Representative Service Awards, and settlement
3 administration costs;
- 4 **C.** Ordering distribution pursuant to the terms of the Settlement; and
- 5 **D.** Entering Judgment and dismissing the Complaint, with prejudice,
6 pursuant to Federal Rules of Civil Procedure Rule 41.

7 **11. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR
8 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY")
9 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE
10 ACKNOWLEDGING PARTY (AN "OTHER PARTY"),
11 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
12 AGREEMENT, AND NO WRITTEN COMMUNICATION OR
13 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
14 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO
15 BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
16 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
17 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY
18 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2)
19 THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
20 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
21 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
22 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED
23 INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION
24 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
25 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
26 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
27 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY
28 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND

(3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

12. Non-Admission of Liability or Wrongdoing. Nothing in this Settlement Agreement shall operate or be construed as an admission of any wrongdoing or liability, or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Preliminary Approval or Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152, as well as any other similar and applicable evidentiary rule of exclusion in any other specific state jurisdiction.

13. Stay of Lawsuit. The Parties agree that upon the signing of this Agreement that the Lawsuit is stayed for all purposes except for matters related to the approval of the Settlement.

14. Return to Status Quo Ante. In the event the Court does not grant Preliminary or Final Approval of the Settlement, or if the Settlement approval is reversed on appeal, the Parties shall return to their respective positions in which they were on June 9, 2022, the Lawsuit will be

1 reactivated, and the Parties will cooperate in stipulating to hearing schedule
2 for the motion for class certification.

3 **15. No Prior Assignments.** Plaintiffs and Class Counsel represent, covenant,
4 and warrant that they have not directly or indirectly encumbered, assigned,
5 transferred, or otherwise given away any of the claims, demands, causes of
6 actions, or rights that they are releasing by signing this Settlement
7 Agreement, nor has any of them purported to do so.

8 **16. Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree
9 not to disclose or publicize the Settlement Agreement contemplated herein,
10 the fact of the Settlement Agreement, its terms or contents, or the
11 negotiations underlying the Settlement Agreement, in any manner or form,
12 directly or indirectly, to any person or entity, except as shall be contractually
13 required to effectuate the terms of the Settlement Agreement as set forth
14 herein. However, for the limited purpose of allowing Class Counsel to prove
15 adequacy as class counsel/settlement in other lawsuits, Class Counsel may
16 disclose the names of the Parties in this Lawsuit, the venue/case number of
17 the Lawsuit, and a general description of the Lawsuit and settlement (limited
18 to the written court record), to a court in a declaration by Class Counsel. The
19 Settlement Administrator shall be permitted to post court-filed documents,
20 such as the motions for approval, the motion for attorneys' fees and costs,
21 and the Judgment on a website which shall be removed after the check
22 cashing period has expired.

23 **17. Waiver and Amendment.** The Parties may not waive, amend, or modify
24 any provision of this Settlement Agreement except by a written agreement
25 signed by all of the Parties or their representatives, and subject to any
26 necessary Court approval. A waiver or amendment of any provision of this
27 Settlement Agreement will not constitute a waiver of any other provision.
28

1 **18. Notices.** All notices, demands, and other communications to be provided
2 concerning this Settlement Agreement shall be in writing and delivered by
3 receipted delivery and by e-mail at the addresses set forth below, or such
4 other addresses as either Party may designate in writing from time to time:

5 if to ACE: Elizabeth (Lisa) A. Brown
6 Amanda Bolliger
7 Matthew Morris
8 GBG LLP
9 633 West 5th Street, Suite 3330
10 Los Angeles, California 90071
lisabrown@gbgllp.com
amandabolliger@gbgllp.com
matthewmorris@gbgllp.com

11 if to Plaintiffs: Shoham J. Solouki
12 Grant Joseph Savoy
13 Solouki Savoy, LLP
14 316 W. 2nd Street, Suite 1200
15 Los Angeles, California 90012
16 Telephone: (213) 814-4940
Facsimile: (213) 814-2550
shoham@soloukisavoy.com
grant@soloukisavoy.com

17 **19. Cooperation.** The Parties agree to work cooperatively, diligently and in
18 good faith to ensure that all documents necessary to effectuate this
19 Settlement are properly and timely filed.

20 **20. Entire Agreement.** This Settlement Agreement contains the entire
21 agreement between the Parties with respect to the Lawsuit contemplated
22 hereby, and supersedes all negotiations, presentations, warranties,
23 commitments, offers, contracts, and writings prior to the date hereof relating
24 to the subject matters hereof. Further, all terms of this Agreement and the
25 exhibits hereto shall be governed by and interpreted according to the laws of
26 the State of California.

27 **21. Counterparts.** This Settlement Agreement may be executed by one or more
28 of the Parties on any number of separate counterparts, whether by facsimile,

electronically or email and delivered electronically, which for purposes of this Settlement Agreement shall be accepted as an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

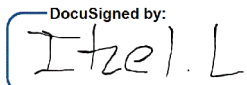
DATED: 7/21/2022

NUVIA BARRAGAN

By:  E5C51B844C3B411...
Plaintiff and Settlement Class Representative

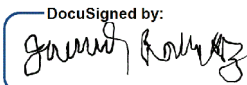
DATED: 7/21/2022

ITZEL LEGORRETA-RUZALTA

By:  E44BB1B5F04D4E7...
Plaintiff and Settlement Class Representative

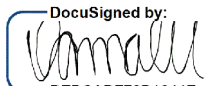
DATED: 7/25/2022

JAVIER RAMIREZ

By:  728FD176B658430...
Plaintiff and Settlement Class Representative

DATED: 7/21/2022

DAMALI URBINA-FAJARDO

By:  DEBCADF73B1644E...
Plaintiff and Settlement Class Representative

DATED: _____

POPULUS FINANCIAL GROUP, INC.
DBA ACE CASH EXPRESS

BY: _____
R.B. Ramsey
Senior Vice President and General Counsel
Defendant

electronically or email and delivered electronically, which for purposes of this Settlement Agreement shall be accepted as an original and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: _____ NUVIA BARRAGAN

By: _____
Plaintiff and Settlement Class Representative

DATED: _____ ITZEL LEGORRETA-RUZALTA

By: _____
Plaintiff and Settlement Class Representative

DATED: _____ JAVIER RAMIREZ

By: _____
Plaintiff and Settlement Class Representative

DATED: _____ DAMALI URBINA-FAJARDO

By: _____
Plaintiff and Settlement Class Representative

DATED: July 18, 2022

POPULUS FINANCIAL GROUP, INC.
DBA ACE CASH EXPRESS

BY: 
R.B. Ramsey
Senior Vice President and General Counsel
Defendant

1 APPROVED AS TO FORM:

2 DATED: July 19, 2022

SOLOUKI SAVOY, LLP

3
4 By: Shoham J. Solouki

5 Attorneys For Plaintiffs
6 NUVIA BARRAGAN, ITZEL
7 LEGORRETA-CRUZALTA, JAVIER
8 RAMIREZ, AND DAMALI URBINA-
FAJARDO

9 DATED: July 27, 2022

GBG LLP

10 BY: 
11 ELIZABETH (LISA) A. BROWN
12 Attorneys for Defendant
13 POPULUS FINANCIAL GROUP, INC.
14 dba ACE CASH EXPRESS
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EXHIBIT “A”

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NUVIA BARRAGAN, ITZEL LEGORRETA-CRUZALTA,
JAVIER RAMIREZ, and DAMALI URBINA-FAJARDO,
individuals on behalf of themselves and all similarly situated
employees,

Plaintiffs,

vs.

POPULUS FINANCIAL GROUP, INC., DBA ACE CASH
EXPRESS, INC., a Texas Corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No2:21-CV-08021-SB (MRWx)

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. The estimated amount of your Individual Settlement Award is set forth on the accompanying Notice of Settlement Award. After final approval by the Court, the payment will be mailed to you at the same address as this Notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will retain your right to sue the Defendant. If you request exclusion, you will receive no money from the Settlement. However, if you are an PAGA Settlement Class Member who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the PAGA Released Claims regardless of whether you submit a request for exclusion. Instructions are set forth below.
Object	Write to the Court about why you do not like the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided below.

Why should you read this notice?

The United States District Court for the Central District of California has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Nuvia Barragan et al. v. Populus Financial Group, Inc., dba ACE Cash Express*,

United States District Court, Central District of California Case No. 2:21-CV-08021-SB (MRWx) (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights. For purposes of this Notice, rights of the following individuals may be impacted:

“Settlement Class”: All individuals who are or previously were employed by ACE in California as non-exempt employees during the Class Period (defined as August 20, 2017 to _____, 2022 <<[insert date of preliminary approval of this Settlement]>>; and

“PAGA Settlement Class Members”: All members of the Settlement Class who were employed by Defendant in California during the PAGA Settlement Period (defined as June 16, 2020 through _____, 2022<<[insert date of preliminary approval of this Settlement]>>),

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

In their operative Class Action Complaint, Plaintiffs Nuvia Barragan, Itzel Legoretta-Cruzalta, Javier Ramirez, and Damali Urbina-Fajardo (collectively, “Plaintiffs” or “Class Representatives”), individually and on behalf of all Settlement Class Members and PAGA Settlement Class Members, allege that Populous Financial Group, Inc. dba ACE Cash Express (“ACE” or “Defendant”) violated the California Labor Code and California Business and Professions Code on account of its alleged failure to, *inter alia*: (1) provide meal periods in violation of California Labor Code sections 226.7, 510, 1194, 1197 and Industrial Welfare Commission (“IWC”) Wage Order No. 4-2001, section 11; (2) provide rest periods in violation of California Labor Code sections 226.7 and 512, and IWC Wage Order No. 4-2001, section 12; (3) pay overtime wages in violation of California Labor Code sections 510, 1194, and 1198, and IWC Wage Order No. 4-2001, section 3; (4) pay minimum wages in violation of California Labor Code sections 1194 and 1197, and IWC Wage Order No. 4-2001, section 4; (5) timely pay wages during employment in violation of California Labor Code section 204; (6) pay all wages due to discharged employees in violation of California Labor Code sections 201, 202, and 203; (7) maintain required records in violation of California Labor Code sections 226 and 1174 and IWC Wage Order No. 4-2001, section 7; (8) furnish accurate itemized wage statements in violation of California Labor Code section 226 and IWC Wage Order No. 4-2001, section 7; and (9) indemnify employees for necessary business expenditures in violation of California Labor Code section 2802. The Plaintiffs also allege in the Class Action Complaint that, as a result of the alleged Labor Code violations, Defendant engaged in unfair business practices in violation of California’s Unfair Competition Act, Bus. & Prof. Code §17200 et seq., and is liable for civil penalties pursuant to PAGA.

ACE denies that it has done anything wrong. ACE further denies that it owes Settlement Class Members or PAGA Settlement Class Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of ACE, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. However, to avoid additional expense, inconvenience, and interference with its business operations, the Parties have concluded that it is in their best interests and the interests of Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice. After ACE provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s-length negotiations between the parties.

The Class Representatives and their counsel—Solouki & Savoy LLP (“Class Counsel”)—support the Settlement. While Plaintiffs and Class Counsel believe that the claims alleged in this Lawsuit have merit, they also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Plaintiffs and Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Settlement Class Members.

If you are still employed by ACE, your decision about whether to participate in the Settlement will not affect your employment. California law and ACE’s policies strictly prohibit unlawful retaliation. ACE will not take any adverse

employment action against or otherwise target, retaliate, or discriminate against any Settlement Class Member because of the Settlement Class Member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs Nuvia Barragan, Itzel Legorreta-Cruzalta, Javier Ramirez, and Damali Urbina-Fajardo and Settlement Class Members:

Solouki & Savoy, LLP

Shoham J. Solouki
Grant Joseph Savoy
shoham@soloukisavoy.com
grant@soloukisavoy.com
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
Telephone: (213) 814-4940
Facsimile: (213) 814-2550

Attorneys for Defendant Populus Financial Group, Inc., dba ACE Cash Express:

GBG LLP

Elizabeth (Lisa) A. Brown
Amanda Bolliger
Matthew Morris
lisabrown@gbgllp.com
amandabolliger@gbgllp.com
mattmorris@gbgllp.com
633 West 5th Street, Suite 3330
Los Angeles, California 90071
Tel: (213) 358-2810
Fax: (213) 995-6382

What are the terms of the Settlement?

On **[INSERT DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily certified the Settlement Class for settlement purposes only. The precise definition of the class approved for settlement can be found above and in the Settlement Agreement. Settlement Class Members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against ACE as described below. PAGA Settlement Class Members will be bound by the Settlement with respect to the PAGA claim regardless of whether they opt out of the Settlement.

ACE has agreed to pay \$875,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit, including payments to Settlement Class Members, settlement administration costs, attorneys' fees and expenses, Class Representatives' Service Awards, and payment to the Labor Workforce Development Agency ("LWDA").

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved ILYM Group Inc., to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$22,450.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is estimated to be \$291,666.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$40,000 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Awards to Class Representatives. Class Counsel will ask the Court to award each Plaintiff a service award in the amount of \$10,000 for a total of \$40,000 to compensate them for their services and extra work provided on behalf of the Settlement Class Members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$50,000 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or \$37,500.00 will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or \$12,500.00, will be payable to PAGA Settlement Class Members as the “PAGA Amount,” which PAGA Amount will be distributed as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below).

The NSA is estimated at approximately [REDACTED], to be shared among an estimated [REDACTED] Settlement Class Members. The NSA will be divided as follows: each Settlement Class Member who does not submit a valid and timely Request for Exclusion, as defined in the Settlement Agreement (“Participating Settlement Class Members”) shall receive a proportionate settlement share based upon the workweeks employed by Defendant during the Class Period, the numerator of which is the Settlement Class Member’s workweeks during the Class Period and the denominator of which is the total workweeks worked by all Participating Settlement Class Members who worked during the Class Period (“Individual Settlement Award”).

In addition, the PAGA Amount will be allocated as follows: Each PAGA Settlement Class Member shall receive a portion of the PAGA Amount proportionate to the number of workweeks worked during the PAGA Settlement Period, as defined in the Settlement Agreement, the numerator of which is the PAGA Settlement Class Member’s gross number of workweeks worked during the PAGA Settlement Period and the denominator of which is the total number of workweeks worked by all PAGA Settlement Class Members during the PAGA Settlement Period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Participating Settlement Class Members, and PAGA Amounts will be mailed to all PAGA Settlement Class Members regardless of whether they submit a Request for Exclusion.

Payment by ACE of Gross Settlement Amount. The Gross Settlement Amount shall be paid by ACE as follows: The Gross Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) the later of: (i) the last date on which any appeal might be filed (i.e., no later than 30 calendar days following entry of judgment) or (ii) the successful resolution of any appeal(s), including expiration of any time to seek reconsideration or further review.

Within ten (10) business days following ACE’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Awards and provide the same to the Parties’ counsel for review and approval. Within five (5) business days of approval by the Parties’ counsel, the Settlement Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class Members and PAGA Settlement Class Members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel.

Allocation and Taxes. For tax purposes, each Individual Settlement Award shall be allocated as follows: eighty percent (80%) as penalties and interest; and twenty percent (20%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class Members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

Release. If the Court approves the Settlement, the following releases will be in effect:

Release of Class Claims: All Participating Settlement Class Members (as defined in the Settlement Agreement) will release all claims, demands, rights, liabilities and causes of action pled in the operative Class Action Complaint, or which could have been pled in the operative Class Action Complaint based on the facts alleged, that arose between August 20, 2017 and the date of final approval of the Settlement (the “Released Class Claims”). The

Released Class Claims include claims for: (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages; (d) failure to pay minimum wage; (e) failure timely pay wages to active employees; (f) failure to pay all wages due to discharged and quitting employees; (g) failure to maintain required records; (h) failure to furnish accurate, itemized wage statements; (i) failure to indemnify expenses; and (j) all claims for unfair business practices that could have been premised on the facts, claims, causes of action, or legal theories described above.

Release of PAGA Claims: Separate and apart from the Released Claims specified above, all PAGA Settlement Class Members will release all claims under PAGA as alleged in the Class Action Complaint and/or any notices submitted by the Plaintiffs to the LWDA, to the extent that such claims were or could have been pled or could arise out of the facts pled in the Class Action Complaint that arose between June 16, 2020 and the date of final approval of the Settlement (“PAGA Released Claims”). PAGA Released Claims include claims for civil penalties for alleged (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages; (d) failure to pay minimum wage; (e) failure timely pay wages to active employees; (f) failure to pay all wages due to discharged and quitting employees; (g) failure to maintain required records; (h) failure to furnish accurate, itemized wage statements; and (i) failure to indemnify expenses. PAGA Settlement Class Members will receive their respective share of the PAGA Payments and will release all PAGA Released Claims regardless of whether or not they submit a valid and timely Request for Exclusion.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the relevant periods (as explained above). The information contained in ACE’s records regarding all of these factors, along with your estimated award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class Members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion, which must: 1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class Member; and (4) be postmarked by the **<<RESPONSE DEADLINE>>**.

Send the Request for Exclusion directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement other than the PAGA Amount, which shall be distributed regardless of any submission of Request for Exclusion. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request

for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement. Likewise, **do not submit both a Dispute and an Objection**. If you submit both and your objection is rejected by the Court, the Dispute will be invalid and you will receive the Individual Settlement Award as determined by the Settlement Administrator from Defendant's records.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must: (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the **<<RESPONSE DEADLINE>>**. Alternatively, members of the Settlement Class who do not request exclusion may also orally object to the Settlement at the Final Approval Hearing.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Courtroom 6C of the United States District Court, Central District of California, located at First Street Courthouse, 350 West 1st Street, 6th Floor, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **<<RESPONSE DEADLINE>>**. All objections or other correspondence must state the name and number of the case, which is: *Nuvia Barragan et al. v. Populus Financial Group, Inc., dba ACE Cash Express*, United States District Court, Central District of California Case No. 2:21-CV-08021-SB (MRWx)

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Courtroom 6C of the United States District Court, Central District of California, located at First Street Courthouse, 350 West 1st Street, 6th Floor, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to each Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class Members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Archives and Records Center, 225 East Temple Street, Suite TS-134, Los Angeles, CA 90012, during regular court hours or online through Pacer. You may also contact Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, ACE, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

ADDRESS CHANGES

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator. To update your mailing address, please contact the Settlement Administrator at [phone number].

BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>.