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8 of herself and all others similarly situated and aggrieved

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

11 JAZMIN NINO ZAVALA, on behalf of herself  
12 and all others similarly situated and aggrieved,

13 Plaintiffs,

14 v.

15 PLS CHECK CASHERS OF CALIFORNIA,  
16 INC., a California corporation; and DOES 1  
17 through 100, inclusive,  
Defendants.

CASE NO.: 20STCV42586

[Assigned to the Hon. Yvette M.  
Palazuelos in Dept. 9]

**CLASS ACTION**

**JOINT STIPULATION RE: CLASS  
ACTION AND REPRESENTATIVE  
ACTION SETTLEMENT**

Action Filed: November 6, 2020  
Trial Date: None Set

18  
19 This Joint Stipulation re: Class Action and Representative Action Settlement  
20 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among  
21 plaintiff Jazmin Nino Zavala (“Plaintiff Zavala”) and plaintiff Maria Benavidez Herrera  
22 (“Plaintiff Herrera” and, collectively with Plaintiff Zavala, “Plaintiffs”), individually and on  
23 behalf of the Settlement Class, as defined below, on the one hand; and defendant PLS Check  
24 Cashers of California, Inc. (“PLS”), on the other hand, in the lawsuits entitled *Zavala, et al. v.*  
25 *PLS Check Cashers of California, Inc.* filed in Los Angeles County Superior Court, Case No.  
26 20STCV42586 (the “Zavala Action”) and the lawsuit entitled *Herrera v. PLS Check Cashers of*  
27 *California, Inc.*, filed in Los Angeles County Superior Court, Cas No. 20STCV42586 (the  
28 “Herrera Action” and, collectively with the Zavala Action, the “Actions”). Plaintiff and

1 Defendant shall be, at times, collectively referred to as the "Parties." This Agreement is intended  
2 by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth  
3 herein, based upon and subject to the terms and conditions of this Agreement.

4 **1. DEFINITIONS**

5 **A. "Actions"** means collectively *Zavala, et al. v. PLS Check Cashers of California,*  
6 *Inc.* filed in Los Angeles County Superior Court, Case No. 20STCV42586 and *Herrera v. PLS*  
7 *Check Cashers of California, Inc.,* filed in Los Angeles County Superior Court, Case No.  
8 20STCV42586.

9 **B. "Aggrieved Employees"** means Class Members working for Defendant during  
10 the PAGA Period as non-exempt, hourly-paid employees.

11 **C. "Class Counsel"** means: David D. Bibiyan and Jeffrey D. of Bibiyan Law Group,  
12 P.C., Preston H. Lim of Lim Law Group, P.C., as well as Raymond P. Boucher and Alexander  
13 Gamez of Boucher, LLP along with Sahag Majarian of Sahag Majarian Law Offices. The term  
14 "Class Counsel" shall be used synonymously with the term "Plaintiffs' Counsel."

15 **D. "Class Period"** means the period from November 6, 2016 through September 24,  
16 2021.

17 **E. "Court"** means the Superior Court of the State of California for the County of  
18 Los Angeles.

19 **F. "Defendant"** shall refer to Defendant PLS Check Cashers of California, Inc.

20 **G. "Employer Taxes"** means employer-funded taxes and contributions imposed on  
21 the wage portions of the Individual Settlement Payments under the Federal Insurance  
22 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes  
23 and contributions required of employers, such as for unemployment insurance.

24 **H. "Final Approval Date"** means the later of: (1) the date the Court signs an Order  
25 granting final approval of this Settlement ("Final Approval") and Judgment; (2) if there is an  
26 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals  
27 have been filed, the date on which they have been resolved or exhausted.

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1           **I. “General Release”** means the general release of claims by Plaintiffs, which is in  
2 addition to their limited release of claims as Participating Class Members.

3           **J. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Three  
4 Hundred and Ninety Thousand Dollars and Zero Cents (\$390,000.00),<sup>1</sup> which shall be paid by  
5 Defendant seven (7) calendar days after final approval, and from which all payments for the  
6 Individual Settlement Payments to Participating Class Members, the PAGA Payment, the LWDA  
7 Payment, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs  
8 and expenses to Class Counsel, Settlement Administration Costs, and Service Awards to  
9 Plaintiffs, interest and certain taxes shall be paid. It expressly excludes Employer Taxes, which  
10 shall be paid by Defendant separate and apart from the Gross Settlement Amount.

11           **K. “Individual Settlement Payment”** means a payment to a Participating Class  
12 Member of his or her net share of the Net Settlement Amount, excluding any Individual PAGA  
13 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

14           **L. “Individual Settlement Share”** means the gross amount of the Net Settlement  
15 Amount that a Settlement Class Member is eligible to receive based on the number of Workweeks  
16 that he or she worked as a Settlement Class Member during the Class Period if he or she does not  
17 submit a timely and valid Request for Exclusion, excluding any Individual PAGA Payment to  
18 which he or she may be entitled if he or she is also an Aggrieved Employee.

19           **M. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent  
20 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid  
21 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and  
22 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand  
23 Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and  
24 Five Thousand Dollars and Zero Cents (\$5,000.00) will be distributed to the Aggrieved  
25 Employees on a *pro rata* basis (*i.e.*, the “PAGA Payment”).

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<sup>1</sup> As the same may be increased in accordance with Paragraph 16, below.

1           **N. “Net Settlement Amount”** means the portion of the Gross Settlement Amount  
2 that is available for distribution to Participating Class Members after deductions for the Court-  
3 approved allocations for Settlement Administration Costs, Service Awards to Plaintiffs, an award  
4 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA  
5 Payment, and the PAGA Payment.

6           **O. “Individual PAGA Payment”** means a payment made to an Aggrieved  
7 Employee of his or her share of the PAGA Payment, which may be in addition to their Individual  
8 Settlement Share.

9           **P. “PAGA Period”** means the period from August 13, 2019 through September 24,  
10 2021.

11           **Q. “Participating Class Members”** means all Settlement Class Members who do  
12 not submit a timely and valid Request for Exclusion.

13           **R. “Parties”** shall refer to Plaintiffs and Defendant, collectively.

14           **S. “Plaintiffs”** shall refer to Plaintiffs Jazmin Nino Zavala and Maria Benavidez  
15 Herrera.

16           **T. “Preliminary Approval Date”** means the date on which the Court enters an  
17 Order granting preliminary approval of the Settlement.

18           **U. “Released Parties”** shall mean Defendant and each of its past, present, and future  
19 respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and  
20 assigns, and each of these entities’ past or present owners, directors, officers, employees,  
21 partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys,  
22 and personal or legal representatives.

23           **V. “Response Deadline”** means the deadline for Settlement Class Members to mail  
24 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,  
25 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English  
26 and Spanish by the Settlement Administrator. The date of the postmark shall be the exclusive  
27 means for determining whether a Request for Exclusion, Objection, or Workweek Dispute was  
28 submitted by the Response Deadline. If a Class Member’s notice is re-mailed, the Class Member

1 shall have fifteen (15) days from the re-mailing, or forty-five (45) days from the date of the initial  
2 mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute  
3 or Objection.

4 **W. "Request for Exclusion"** means a written request to be excluded from the  
5 Settlement Class pursuant to Section 9.C below.

6 **X. "Service Award"** means monetary amount to be paid to Plaintiff Zavala of up to  
7 Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) and to Plaintiff Herrera of  
8 up to Five Thousand Dollars and Zero Cents (\$5,000.00), which, subject to Court approval, will  
9 be paid out of the Gross Settlement Amount.

10 **Y. "Settlement Administration Costs"** means all costs incurred by the Settlement  
11 Administrator in administration of the Settlement, including, but not limited to, translating the  
12 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English  
13 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,  
14 Individual PAGA Payments, and associated taxes and withholdings, providing declarations,  
15 generating Individual Settlement Payment checks and related tax reporting forms, doing  
16 administrative work related to unclaimed checks, transmitting payment to Class Counsel for the  
17 Court-approved amounts for attorneys' fees and reimbursement of litigation costs and expenses,  
18 to Plaintiffs for their Service Awards, and to the LWDA from the LWDA Payment, providing  
19 weekly reports of opt-outs, objections and related information, and any other actions of the  
20 Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this  
21 Agreement. The Settlement Administration Costs are estimated not to exceed \$9,000. If the  
22 actual amount of the Settlement Administration Costs is less than \$9,000, the difference between  
23 \$9,000 and the actual Settlement Administration Costs shall be a part of the Net Settlement  
24 Amount. If the Settlement Administration Costs exceed \$9,000 then such excess will be paid  
25 solely from the Gross Settlement Amount and Defendant will not be responsible for paying any  
26 additional funds in order to pay these additional costs.

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1           **Z.**     “**Settlement Administrator**” means the Third-Party Administrator chosen by the  
2 Parties that will be responsible for the administration of the Settlement including, without  
3 limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement  
4 Payments to be made by Defendant from the Gross Settlement Amount and related matters under  
5 this Agreement.

6           **AA.**   “**Settlement Class**”, “**Settlement Class Members**” or “**Class Members**” means  
7 all current and former non-exempt, hourly-paid employees who worked in California for PLS  
8 Check Cashers of California, Inc. at any time during the Class Period.

9           **BB.**   “**Workweeks**” means the number of workweeks that a Settlement Class Member  
10 was employed by Defendant in a non-exempt, hourly-paid position during the Class Period. If a  
11 Settlement Class Member disputes his/her Individual Settlement Share, it shall be termed a  
12 “Workweek Dispute.”

13    **2.    BACKGROUND**

14           **A.**     On August 13, 2020, Plaintiff Zavala filed with the LWDA and served on  
15 Defendant a notice under Labor Code section 2699.3 (the “Zavala PAGA Notice”) stating she  
16 intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees.  
17 The PAGA Notice includes violations of law pled in the Actions, in addition to a request for  
18 penalties for failure to comply with various other Labor Code violations.

19           **B.**     On November 18, 2020, Plaintiff Herrera filed with the LWDA and served on  
20 Defendant a notice under Labor Code section 2699.3 (the “Herrera PAGA Notice”) stating she  
21 intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved Employees,  
22 or some of them. The PAGA Notice includes violations of law pled in the Actions, in addition  
23 to a request for penalties for failure to comply with various other Labor Code violations.

24           **C.**     On November 6, 2020, when 65 days passed without any communication from  
25 the LWDA, Plaintiff Zavala filed the Zavala Action: a wage-and-hour class action with a cause  
26 of action under PAGA against Defendant. Plaintiff Zavala alleged that during the Class Period,  
27 with respect to herself and the Settlement Class Members, Defendant, *inter alia*, failed to pay the  
28 Settlement Class Members’ overtime wages and minimum wages; failed to provide compliant

1 meal and rest periods and associated premium payments; failed to issue compliant and accurate  
2 itemized wage statements; failed to timely pay all wages due and owing at the time of termination  
3 or resignation; failed to reimburse for costs incurred in furtherance of work duties; and engaged  
4 in unfair competition due to the alleged Labor Code Violations. Moreover, Plaintiff, on behalf  
5 of herself and all other Aggrieved Employees in the PAGA Period, acted as a proxy of the LWDA  
6 to recover civil penalties for the Labor Code violations set out in the Zavala PAGA Notice by  
7 holding that Defendant was responsible for penalties under Labor Code sections 210, 226.3, 558,  
8 1197.1, and 2699.

9 **D.** On December 2, 2020, Plaintiff Herrera filed the Herrera Action: a wage-and-  
10 hour class action which was later amended on January 26, 2021 to include a cause of action under  
11 PAGA against Defendant. Plaintiff Herrera alleged that during the Class Period, or a portion of  
12 it, with respect to herself and the Settlement Class Members, or some of them, Defendant, *inter*  
13 *alia*, failed to pay the Settlement Class Members' overtime wages and minimum wages; failed  
14 to provide compliant meal and rest periods and associated premium payments; failed to issue  
15 compliant and accurate itemized wage statements; failed to timely pay all wages due and owing  
16 at the time of termination or resignation; failed to reimburse for costs incurred in furtherance of  
17 work duties; and engaged in unfair competition due to the alleged Labor Code Violations.  
18 Moreover, Plaintiff, on behalf of herself and other aggrieved employees in the PAGA Period, or  
19 a portion thereof, sought to act as a proxy of the LWDA to recover civil penalties for the Labor  
20 Code violations set out in the Herrera PAGA Notice by holding that Defendant was responsible  
21 for penalties under PAGA. On July 7, 2021, Plaintiff Herrera filed an emended PAGA notice to  
22 include additional allegations that Defendant failed to: (1) provide suitable seating and (2)  
23 provide a safe place of employment during the COVID-19 pandemic. The LWDA did not  
24 respond with advisement of its intent to investigate the alleged violations within the requisite  
25 time, thus, Plaintiff filed a Second Amended Complaint to include the allegations in her Amended  
26 PAGA Notice.

27 **E.** Shortly after the filing of this Action, Plaintiff Zavala and Defendant agreed to  
28 exchange informal discovery and attend an early mediation. Prior to mediation, Class Counsel,

1 or some of them, was provided with, among other things: (1) the number of Class Members and  
2 Workweeks worked during the Class Period; (2) the number of Aggrieved Employees and  
3 Workweeks worked during the PAGA Period; (3) the number of former employees in the Waiting  
4 Time Period; (4) a sampling of time records and pay records for approximately 149 out of 749  
5 Class Members (*i.e.*, 20%); (5) Defendant's employee handbook; (6) Defendant's standalone  
6 Meal and Rest Policies; (6) Class Members' average rate of pay during the Class Period; and (7)  
7 Defendant's "Wage and Hour Training".

8 **F.** On August 24, 2021, the Parties participated in a mediation before mediator Gig  
9 Kyriacou, a well-regarded mediator experienced in mediating complex civil disputes. With the  
10 aid of the mediator's evaluation and after weeks of further negotiations, the Parties reached the  
11 Settlement to resolve the Action.

12 **G.** As part and parcel to the Settlement, Plaintiffs agree to file a First Amended  
13 Complaint in the Zavala Action effectively consolidating all claims raised in the Actions,  
14 including all claims for civil penalties raised in the Herrera PAGA Notice.

15 **H.** Class Counsel has conducted significant investigation of the law and facts relating  
16 to the claims asserted in the Action and has concluded that that the Settlement set forth herein is  
17 fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account  
18 the sharply contested issues involved, the expense and time necessary to litigate the Action  
19 through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an  
20 adverse outcome, the uncertainties of complex litigation, the information learned through  
21 informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received  
22 by the Settlement Class Members.

23 **I.** Defendant has concluded that, because of the substantial expense of defending  
24 against the Action, the length of time necessary to resolve the issues presented herein, the  
25 inconvenience involved, and the concomitant disruption to its business operations, it is in its best  
26 interest to accept the terms of this Agreement. Defendant denies each of the allegations and  
27 claims asserted against it in the Action. However, Defendant nevertheless desires to settle the  
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1 Action for the purpose of avoiding the burden, expense and uncertainty of continuing litigation  
2 and for the purpose of putting to rest the controversies engendered by the Action.

3 **J.** This Agreement is intended to and does effectuate the full, final, and complete  
4 resolution of all Released Claims of Plaintiffs and Settlement Class Members, other than those  
5 Settlement Class Members who submit a timely and valid Request for Exclusion.

6 **3. JURISDICTION**

7 The Court has jurisdiction over the Parties and the subject matter of the Actions. The  
8 Actions includes claims that, if proven, would authorize the Court to grant relief pursuant to the  
9 applicable statutes. After the Court has granted Final Approval of the Settlement and entered  
10 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment  
11 pursuant to California Rule of Court, rule 3.769, subdivision (h).

12 **4. STIPULATION OF CLASS CERTIFICATION**

13 The Parties stipulate to the certification of the Settlement Class under this Agreement for  
14 purposes of settlement only.

15 **5. MOTION FOR PRELIMINARY APPROVAL**

16 Plaintiffs will move for an order granting preliminary approval of the Settlement,  
17 approving and directing the mailing of the proposed Notice of Class Action Settlement ("Class  
18 Notice") attached hereto as Exhibit "A", conditionally certifying the Settlement Class for  
19 settlement purposes only, and approving the deadlines proposed by the Parties for the submission  
20 of Requests for Exclusion, Workweek Disputes, and Objections, the papers in support of Final  
21 Approval of the Settlement, and any responses to Objections or opposition papers to the Motion  
22 for Final Approval.

23 **6. STATEMENT OF NO ADMISSION**

24 Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiffs  
25 and the Settlement Class with respect to any claims or allegations asserted in the Action. This  
26 Agreement shall not be deemed an admission by Defendant of any claims or allegations asserted  
27 in the Action. Except as set forth elsewhere herein, in the event that this Agreement is not  
28 approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable,

1 Plaintiffs will not be deemed to have waived, limited or affected in any way any claims, rights  
2 or remedies, or defenses in the Action, and Defendant will not be deemed to have waived, limited,  
3 or affected in any way any of its objections or defenses in the Action. The Parties shall be  
4 restored to their respective positions in the Action prior to the entry of this Settlement.

5 **7. RELEASE OF CLAIMS**

6 **A. Release by All Participating Class Members.**

7 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry  
8 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross  
9 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs and  
10 all Participating Class Members release the Released Parties of all claims against the Released  
11 Parties asserted in the First Amended Complaint to be filed in the Zavala Action, or any and all  
12 claims that may be asserted against the Released Parties based on the factual allegations in the  
13 Actions, as follows: For the duration of the Class Period, the release includes: (a) all claims for  
14 failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for  
15 failure to provide compliant meal and rest periods and associated premium pay (d) failure to  
16 timely pay all wages due upon termination or resignation; (e) all claims for non-compliant wage  
17 statements; (f) all claims for failure to indemnify; and (g) all claims asserted through California  
18 Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced  
19 in the Complaint (the "Class Released Claims"). For Aggrieved Employees, the "Released  
20 Claims" also includes any and all claims for civil penalties under PAGA [Cal. Lab. Code §§  
21 2699, *et seq.*] that are based upon or arise from the factual allegations in the First Amended  
22 Complaint to be filed in the Zavala Action arising during the PAGA Period, including claims for  
23 civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and  
24 2699 based on the factual allegations and Labor Code sections alleged to have been violated in  
25 the Complaint, which includes, without limitation, claims for failure provide suitable seating, and  
26 violation of Labor Code sections 200, 201, 202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194,  
27 1197, 1198.5, 2802, 2810.5, 6401, 6402 and 6403 ("PAGA Released Claims" and, collectively  
28 with Class Released Claims, the "Released Claims").

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**B. General Release.**

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiffs make the additional following General Release: Plaintiffs release the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with their employment or the termination thereof. With respect to the General Release, Plaintiffs stipulate and agree that, through the Final Approval Date, Plaintiffs shall be deemed to have, and by operation of the Final Judgment and payment to the Settlement Administrator, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

**8. SETTLEMENT ADMINISTRATOR**

The Parties, through their respective counsel, have selected Phoenix Settlement Administrators to administer the Settlement, which includes but is not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$9,000 will be paid from the Gross Settlement Amount. If the actual Settlement Administrator fees are less than \$9,000 the difference will remain a part of the Net Settlement Amount.

**9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS**

**A. Notice to the Settlement Class Members.**

1           (1)       Within seven (7) calendar days after the Preliminary Approval Date,  
2 Defendant's Counsel shall provide the Settlement Administrator with information with respect  
3 to each Settlement Class Member, including his or her: (1) name, last known address(es) and last  
4 known telephone number(s) currently in Defendant's possession, custody, or control; (2) Social  
5 Security Number in Defendant's possession, custody, or control; and (3) the hire dates and  
6 termination dates for each Settlement Class Member ("Class List"). The Settlement  
7 Administrator shall perform an address search using the United States Postal Service National  
8 Change of Address ("NCOA") database and update the addresses contained on the Class List  
9 with the newly found addresses, if any. Within seven (7) calendar days of receiving the Class  
10 List from Defendant, the Settlement Administrator shall mail the Class Notice in English and  
11 Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current  
12 mailing address information available. The Settlement Administrator shall maintain a list with  
13 names and all addresses to which notice was given, and digital copies of all the Settlement  
14 Administrator's records evidencing the giving of notice to any Settlement Class Member, for at  
15 least four (4) years from the Final Approval Date. Such information shall be available to Class  
16 Counsel and Defendant's Counsel upon request.

- 17           (2)       The Class Notice will set forth:
- 18                   (a)       the Settlement Class Member's estimated payment and the basis
  - 19                               for it;
  - 20                   (b)       the information required by California Rule of Court, rule 3.766,
  - 21                               subdivision (d);
  - 22                   (c)       the material terms of the Settlement;
  - 23                   (d)       the proposed Settlement Administration Costs;
  - 24                   (e)       the definition of the Settlement Class;
  - 25                   (f)       a statement that the Court has preliminarily approved the
  - 26                               Settlement;
  - 27                   (g)       how the Settlement Class Member can obtain additional
  - 28                               information, including contact information for Class Counsel;

- 1 (h) information regarding opt-out and objection procedures;  
2 (i) the date and location of the Final Approval Hearing; and  
3 (j) that the Settlement Class Member must notify the Settlement  
4 Administrator no later than the Response Deadline if the  
5 Settlement Class Member disputes the accuracy of the number of  
6 Workweeks as set forth on his or her Class Notice (“Workweek  
7 Dispute”). If a Settlement Class Member fails to timely dispute  
8 the number of Workweeks attributed to him or her in conformity  
9 with the instructions in the Class Notice, then he or she shall be  
10 deemed to have waived any objection to its accuracy and any claim  
11 to any additional settlement payment based on different data.

12 (3) If a Class Notice from the initial notice mailing is returned as  
13 undeliverable, the Settlement Administrator will attempt to obtain a current address for the  
14 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)  
15 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class  
16 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator  
17 is successful in obtaining a new address, it will promptly re-mail the Class Notice to the  
18 Settlement Class Member. Further, any Class Notices that are returned to the Settlement  
19 Administrator with a forwarding address before the Response Deadline shall be promptly re-  
20 mailed to the forwarding address affixed thereto.

21 (4) No later than seven (7) calendar days from the Response Deadline, the  
22 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the  
23 completion of the notice process, including the number of attempts to obtain valid mailing  
24 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,  
25 and copies of all Requests for Exclusion and objections/comments received by the Settlement  
26 Administrator.

27 **B. Objections.**  
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1           Only Settlement Class Members who do not opt out of the Settlement (*i.e.*, Participating  
2 Class Members) may object to the Settlement. In order for any Settlement Class Member to  
3 object to this Settlement in writing, or any term of it, he or she must do so by mailing a written  
4 objection to the Settlement Administrator at the address or phone number provided on the Class  
5 Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of  
6 the Objection forthwith to Class Counsel and Defendant's counsel. The Settlement  
7 Administrator shall attach a copy of the Objection to its Declaration provided in support of the  
8 Motion for Preliminary Approval. The Objection should set forth in writing: (1) the objector's  
9 name and address, and (2) the reason(s) for the Objection, along with whatever legal authority,  
10 if any, the objector asserts in support of the Objection. If a Settlement Class Member objects to  
11 the Settlement, the Settlement Class Member will remain a member of the Settlement Class and  
12 if the Court approves this Agreement, the Settlement Class Member will be bound by the terms  
13 of the Settlement in the same way and to the same extent as a Settlement Class Member who  
14 does not object. The date of mailing of the Class Notice to the objecting Settlement Class  
15 Member shall be conclusively determined according to the records of the Settlement  
16 Administrator. Settlement Class Members need not object in writing to be heard at the Final  
17 Approval Hearing; they may object or comment in person at the hearing at their own expense.  
18 Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up  
19 to five (5) court days before the Final Approval Hearing.

20           **C. Requesting Exclusion.**

21           Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the  
22 Settlement by mailing a written request to be excluded from the Settlement ("Request for  
23 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.  
24 To be valid, a Request for Exclusion must include the Class Member's name, social security  
25 number and signature and the following statement or something to its effect: "Please exclude me  
26 from the Settlement Class in the *Zavala, et al. v. PLS Check Cashers of California, Inc.* matter"  
27 or a statement of similar meaning. The Settlement Administrator shall immediately provide  
28 copies of all Requests for Exclusion to Class Counsel and Defendant's Counsel and shall report

1 the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in  
2 advance of the Final Approval Hearing. Any Settlement Class Member who requests exclusion  
3 using this procedure will not be entitled to receive any payment from the Settlement and will not  
4 be bound by the Settlement Agreement or have any right to object to, appeal, or comment on the  
5 Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting  
6 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including  
7 those pertaining to the Released Claims, as well as any Judgment that may be entered by the  
8 Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit  
9 both a Request for Exclusion and an objection. If a Settlement Class Member submits an  
10 objection and a Request for Exclusion, the Request for Exclusion will control and the Objection  
11 will be void. Settlement Class Members who submit a valid Request for Exclusion will still be  
12 deemed Aggrieved Employees (if applicable), will still receive their *pro rata* share of the PAGA  
13 Payment, and will be bound by the release encompassed in the PAGA Released Claims.

14 **D. Disputes Regarding Settlement Class Members' Workweek Data.**

15 Class Members will have an opportunity to dispute the information provided in their Class  
16 Notice. To the extent Class Members dispute the number of Workweeks to which they have been  
17 credited, Class Members may produce evidence to the Settlement Administrator showing that  
18 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's  
19 records will be presumed determinative. However, if a Class Member produces evidence to the  
20 contrary, the Settlement Administrator will evaluate the evidence submitted by the Class Member  
21 and will make the final decision as to the number of Workweeks that should be applied. All such  
22 disputes are to be resolved not later than seven (7) calendar days after the Response Deadline.

23 **10. INDIVIDUAL SETTLEMENT PAYMENTS TO PARTICIPATING CLASS**  
24 **MEMBERS**

25 Individual Settlement Payments will be calculated and distributed to Participating Class  
26 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class  
27 Members' respective number of Workweeks during the Class Period. Individual PAGA  
28 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees

1 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective  
2 number of Workweeks during the PAGA Period. Specific calculations of the Individual  
3 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as  
4 follows:

5  
6 **A.** The Settlement Administrator will determine the total number of Workweeks  
7 worked by each Settlement Class Member during the Class Period ("Class Member's  
8 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class  
9 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement  
10 Administrator will determine the total number of Workweeks worked by each Aggrieved  
11 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the  
12 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period  
13 ("PAGA Workweeks").

14 **B.** To determine each Settlement Class Member's Individual Settlement Share, the  
15 Settlement Administrator will use the following formula: Individual Settlement Share =  
16 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

17 **C.** To determine each Participating Class Member's Individual Settlement Share,  
18 the Settlement Administrator will determine the aggregate number of Workweeks worked by  
19 all Participating Class Members during the Class Period ("Participating Class Workweeks")  
20 and use the following formula: Individual Settlement Share = (Participating Class Member's  
21 Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

22 **D.** The net amount of the Individual Settlement Share is to be paid out to  
23 Participating Class Members by way of check and is referred to as "Individual Settlement  
24 Payment(s)".

25 **E.** To determine each Aggrieved Employee's Individual PAGA Payment, the  
26 Settlement Administrator will use the following formula: Aggrieved Employee's Individual  
27 PAGA Payment = (Aggrieved Employee's Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the  
28 PAGA Payment). This amount is to be paid out to Aggrieved Employees by way of check. The



1 Settlement payment for a Participating Class Member who is also an Aggrieved Employee will  
2 therefore include the Participating Class Member's Individual Settlement Share and Individual  
3 PAGA Payment. A Settlement Class Member who is also an Aggrieved Employee who submits  
4 a valid Request for Exclusion will nevertheless be bound by the release encompassed in the  
5 PAGA Released Claims and will still receive their Individual PAGA Payment.

6 **11. DISTRIBUTION OF PAYMENTS**

7 **A. Distribution of Individual Settlement Payments.**

8 Settlement Class Members who do not submit a timely and valid Request for Exclusion  
9 (*i.e.*, Participating Class Members) will receive an Individual Settlement Payment. All PAGA  
10 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,  
11 will receive their portion of the PAGA Payment. Individual Settlement Payment checks and  
12 checks to Aggrieved Employees for their portion of the PAGA Payment shall remain valid and  
13 negotiable for one hundred and eighty (180) calendar days after the date of their issuance.  
14 Within seven (7) calendar days after expiration of the 180-day period, checks for such  
15 payments shall be canceled and funds associated with such checks shall be considered unpaid,  
16 unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384  
17 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in Code of  
18 Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work, 180  
19 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles  
20 County. The Settlement Administrator shall prepare a report regarding the distribution plan  
21 pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court  
22 by Class Counsel along with a proposed amended judgment that is consistent with the  
23 provisions of Code of Civil Procedure section 384.

24 **B. Funding of Settlement.**

25 Defendant shall make a payment of Three Hundred and Ninety Thousand Dollars and  
26 Zero Cents (\$390,000.00), the Gross Settlement Amount, to the Settlement Administrator in  
27 addition to Employer's Taxes, which shall be paid by Defendant separate and apart from the  
28 Gross Settlement Amount seven (7) days after final approval. All amounts must be paid to the

1 Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an  
2 interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution,  
3 for distribution in accordance with this Agreement and the Court’s Orders and subject to the  
4 conditions described herein. All interest accrued in the QSA shall be in favor of Participating  
5 Class Members. Individual Settlement Payments for Participating Class Members and Individual  
6 PAGA Payments for Aggrieved Employees shall be paid exclusively from the QSA, pursuant to  
7 the settlement formulas set forth herein.

8 Payments from the QSA shall be made for (1) the Service Awards to Plaintiffs as  
9 specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award  
10 to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the  
11 Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the  
12 LWDA Payment, as specified in this Agreement and approved by the Court; and (5) the PAGA  
13 Payment, as specified in this Agreement and approved by the Court. The balance and any accrued  
14 interest thereon remaining shall constitute the Net Settlement Amount from which Individual  
15 Settlement Payments shall be made to Participating Class Members, less applicable taxes and  
16 withholdings. All interest accrued shall be for the benefit of Participating Class Members and  
17 distributed to them on a *pro rata* basis.

18 **C. Time for Distribution.**

19 No more than seven (7) calendar days after payment of the full Gross Settlement Amount  
20 by Defendant, as well as Employer Taxes, the Settlement Administrator shall distribute all  
21 payments due under the Settlement, including the Individual Settlement Payments to  
22 Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as well  
23 as the Court-approved payments for the Service Awards to Plaintiffs, attorneys’ fees and  
24 litigation costs and expenses to Class Counsel, Administration Costs to the Settlement  
25 Administrator, and the LWDA Payment.

26 **11. ATTORNEYS’ FEES AND LITIGATION COSTS**

27 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys’  
28 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, or One Hundred Thirty-

1 Six Thousand, and Five Hundred Dollars and Zero Cents (\$136,500.00). Class Counsel shall  
2 further apply for, and Defendant shall not oppose, an application or motion by Class Counsel for  
3 reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set  
4 forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents  
5 (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement  
6 Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain  
7 Final Approval of the settlement in the Action. The "future" aspect of the amounts stated herein  
8 includes, without limitation, all time and expenses expended by Class Counsel (including any  
9 appeals therein). There will be no additional charge of any kind to either the Settlement Class  
10 Members or request for additional consideration from Defendant for such work unless Defendant  
11 materially breaches this Agreement, including any term regarding funding, and further efforts  
12 are necessary from Class Counsel to remedy said breach. Should the Court approve attorneys'  
13 fees and/or litigation costs and expenses in amounts that are less than the amounts provided for  
14 herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

15 **12. SERVICE AWARD TO PLAINTIFFS**

16 Plaintiffs shall seek, and Defendant shall not oppose, a Service Award in an amount not  
17 to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff Zavala  
18 and Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Herrera for their participation  
19 in and assistance with the Actions. Any Service Awards awarded to Plaintiffs shall be paid from  
20 the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves  
21 Service Awards to Plaintiffs in less than the amounts sought herein, then the unapproved  
22 portion(s) shall be a part of the Net Settlement Amount.

23 **13. TAXATION AND ALLOCATION**

24 **A.** Each Individual Settlement Share shall be allocated as follows: 20% as wages (to  
25 be reported on an IRS Form W2); and 80% as interest, premiums, and penalties (to be reported  
26 on an IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be  
27 characterized as non-wages (to be reported on an IRS Form 1099). The Parties agree that the  
28 employee's share of taxes and withholdings with respect to the wage-portion of the Individual

1 Settlement Share will be withheld from the Individual Settlement Share in order to yield the  
2 Individual Settlement Payment. The amount of federal income tax withholding will be based  
3 upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. §  
4 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made  
5 pursuant to applicable state and/or local withholding codes or regulations.

6 B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement  
7 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the  
8 "Code") and consistent with this Agreement. If the Code, the regulations promulgated  
9 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes  
10 set forth in this Section may be modified in a manner to bring Defendant into compliance with  
11 any such changes.

12 C. All Employer Taxes shall be paid by Defendant separate, apart and above from  
13 the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of  
14 payroll taxes as described above.

15 D. Neither Counsel for Plaintiffs nor Defendant intend anything contained in this  
16 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement  
17 be relied upon as such within the meaning of United States Treasury Department Circular 230  
18 (31 C.F.R. Part 10, as amended) or otherwise.

19 **14. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

20 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of  
21 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five  
22 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA  
23 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) (\$5,000.00) will be distributed to  
24 Aggrieved Employees on a *pro rata* basis, based upon their respective Workweeks in the PAGA  
25 Period (*i.e.*, the Individual PAGA Payments).

26 **15. COURT APPROVAL**

27 This Agreement is contingent upon an order by the Court granting Final Approval of the  
28 Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event

1 it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the  
2 Parties shall be restored to their respective positions in the Action prior to entry of this Settlement.  
3 If this Settlement Agreement is voided, not approved by the Court or approval is reversed on  
4 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the  
5 extent: (a) the Court reserves any authority to issue any appropriate orders when denying  
6 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically  
7 stated to survive the Settlement Agreement being voided or not approved, and which control in  
8 such an event.

9 **16. INCREASE IN WORKWEEKS**

10 Defendant represents that there are no more than approximately 35,072 Workweeks  
11 worked during the Class Period. In the event the actual total number of Workweeks worked  
12 during the Class Period exceeds 35,072 Workweeks by more than five percent (5%) or 1,753  
13 Workweeks, for a total greater than 36,825 Workweeks, then Defendant shall increase the  
14 Gross Settlement Amount by the Workweek Value per Workweek in excess of 35,072  
15 Workweeks. The Workweek Value shall be calculated by dividing the Gross Settlement  
16 Amount (\$390,000.00) by 35,072 Workweeks, which amounts to a Workweek Value of Eleven  
17 Dollars and Eleven Cents (\$11.12). Thus, for example, should there be 37,000 Workweeks  
18 worked in the Class Period, then the Gross Settlement Amount shall be increased by Twenty-  
19 One Thousand Four Hundred Thirty-Nine Dollars and Thirty-Six Cents (\$21,439.36). (37,000  
20 Workweeks – 35,072 Workweeks x \$11.12/Workweek.)

21 **17. NOTICE OF JUDGMENT**

22 In addition to any duties set out herein, the Settlement Administrator shall provide  
23 notice of the Final Judgment entered in the Action by posting the same on its website for at  
24 least three (3) years after the Judgment becomes final.

25 **18. MISCELLANEOUS PROVISIONS**

26 **A. Interpretation of the Agreement.**

27 This Agreement constitutes the entire agreement between Plaintiffs and Defendant with  
28 respect to its subject matter. Except as expressly provided herein, this Agreement has not been

1 executed in reliance upon any other written or oral representations or terms, and no such extrinsic  
2 oral or written representations or terms shall modify, vary or contradict its terms. In entering  
3 into this Agreement, the Parties agree that this Agreement is to be construed according to its  
4 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be  
5 interpreted and enforced under the laws of the State of California, both in its procedural and  
6 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or  
7 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively  
8 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiffs and  
9 Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely in  
10 connection therewith. Plaintiffs, on Plaintiffs' own behalf and on behalf of the Settlement Class,  
11 and Defendant participated in the negotiation and drafting of this Agreement and had available  
12 to them the advice and assistance of independent counsel. As such, neither Plaintiffs nor  
13 Defendant may claim that any ambiguity in this Agreement should be construed against the other.  
14 The Agreement may be modified only by a writing signed by counsel for the Parties and approved  
15 by the Court.

16 **B. Further Cooperation.**

17 Plaintiffs, Defendant, and their respective attorneys shall proceed diligently to prepare  
18 and execute all documents, to seek the necessary approvals from the Court, and to do all things  
19 reasonably necessary to consummate the Settlement as expeditiously as possible.

20 **C. Counterparts.**

21 The Agreement may be executed in one or more actual or non-original counterparts, all  
22 of which will be considered one and the same instrument and all of which will be considered  
23 duplicate originals.

24 **D. Authority.**

25 Each individual signing below warrants that he or she has the authority to execute this  
26 Agreement on behalf of the party for whom or which that individual signs.

27 **E. No Third-Party Beneficiaries.**

28

1 Plaintiffs, Participating Class Members, Class Counsel, and Defendant are direct  
2 beneficiaries of this Agreement, but there are no third-party beneficiaries.

3 **F. Deadlines Falling on Weekends or Holidays.**

4 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,  
5 or legal holiday, that deadline shall be continued until the following business day.

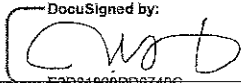
6 **G. Severability.**

7 In the event that one or more of the provisions contained in this Agreement shall for any  
8 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
9 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class  
10 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed  
11 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12 **H. Confidentiality.**

13 The Parties hereby expressly agree that any settlement that occurs between the Parties,  
14 including this Settlement Agreement, shall remain confidential until a stipulation for preliminary  
15 approval is filed with the Court.

16 **IT IS SO AGREED:**

17  
18 Dated: 1/31/2022, 2022   
19 DocuSigned by:  
E2D81888DD67406  
20 JAZMIN NINO ZAVALA  
21 Plaintiff and Class Representative

22 Dated: \_\_\_\_\_, 2022  
23 MARIA BENAVIDEZ HERRERA  
24 Plaintiff and Class Representative

25 Dated: \_\_\_\_\_, 2022  
26 PLS CHECK CASHERS OF CALIFORNIA, INC.  
27 By:  
28 Its:

1 Plaintiffs, Participating Class Members, Class Counsel, and Defendant are direct  
2 beneficiaries of this Agreement, but there are no third-party beneficiaries.

3 **F. Deadlines Falling on Weekends or Holidays.**

4 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,  
5 or legal holiday, that deadline shall be continued until the following business day.

6 **G. Severability.**

7 In the event that one or more of the provisions contained in this Agreement shall for any  
8 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or  
9 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class  
10 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed  
11 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

12 **H. Confidentiality.**

13 The Parties hereby expressly agree that any settlement that occurs between the Parties,  
14 including this Settlement Agreement, shall remain confidential until a stipulation for preliminary  
15 approval is filed with the Court.

16 **IT IS SO AGREED:**

17  
18  
19 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
JAZMIN NINO ZAVALA  
Plaintiff and Class Representative

20  
21 02/09/2022



22 Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
MARIA BENAVIDEZ HERRERA  
Plaintiff and Class Representative

23  
24  
25 Dated: 2/4, 2022

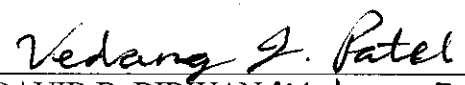
David Pencille  
PLS CHECK CASHERS OF CALIFORNIA, INC.  
By:  
Its:



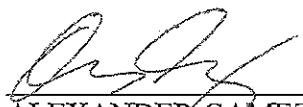
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**AGREED AS TO FORM:**

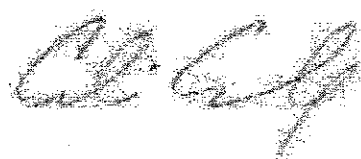
Dated: February 10, 2022

  
\_\_\_\_\_  
DAVID D. BIBIYAN; *Vedang J. Patel*  
Bibiyon Law Group, P.C.  
**Counsel for Plaintiff Jazmin Nino Zavala**

Dated: February 9, 2022

  
\_\_\_\_\_  
ALEXANDER GAMEZ  
Boucher LLP  
**Co-Counsel for Plaintiff Maria Benavidez  
Herrera**

Dated: January 31, 2022

  
\_\_\_\_\_  
COLIN P. CALVERT  
SARAH G. BENNETT  
Fisher & Phillips LLP  
**Counsel for PLS Check Cashers of  
California, Inc.**

# **EXHIBIT A**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE  
FOR FINAL APPROVAL HEARING**

*Jazmin Nino Zavala, et al. v. PLS Check Cashers of California, Inc.*  
(County of Los Angeles, California Superior Court Case No. 20STCV42586)

**As a current or former non-exempt, hourly-paid California employee of PLS Check Cashers of California, Inc. you are entitled to receive money from a class action settlement.**

**Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.**

You have received this Notice of Class Action Settlement because the records of PLS Check Cashers of California, Inc. ("Defendant") shows you are a "Class Member," and therefore entitled to a payment from this class action Settlement. Class Members are all persons who currently work or formerly worked for Defendant as non-exempt, hourly-paid employees in the State of California from November 6, 2016 through September 24, 2021 ("Class Period").

- The settlement is to resolve a class action lawsuit, *Jazmin Nino Zavala, et al. v. PLS Check Cashers of California, Inc.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 20STCV42586 (the "Lawsuit"), which alleges that Defendant: (1) failed to pay Class Members for overtime and minimum wages; (2) failed to provide Class Members compliant meal periods or associated premium pay; (3) failed to provide rest periods or associated premium pay; (4) failed to issue compliant and accurate wage statements; (5) failed to pay all wages due upon termination or resignation from employment; (6) failed to reimburse expenses incurred in furtherance of work; and (7) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act ("PAGA").
- On [REDACTED], the Los Angeles Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked from August 13, 2019 through and including September 24, 2021 ("PAGA Period") as a non-exempt, hourly-paid employee of Defendant, as well, then you will be deemed an "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the PAGA Released

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

	Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Settlement Administrators, about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. If you timely object, you or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 9 of the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] m. on [REDACTED], in the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 9. You are not required to attend the Hearing, but you are welcome to do so.

**Why Am I Receiving This Notice?**

Defendant’s records show that you currently work, or previously worked, for Defendant as a non-exempt, hourly-paid employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

**What Is This Case About?**

Jasmin Nino Zavala and Maria Benavidez Herrera were non-exempt, hourly-paid employees of Defendant. They are the “Plaintiffs” in this case and are suing on behalf of themselves and Class Members for Defendant’s alleged failure to pay overtime and minimum wages, failure to provide meal periods or associated premium pay, failure to provide rest breaks or associated premium pay, failure to provide compliant and accurate wage statements, failure to pay all wages due upon termination or resignation, failure to reimburse expenses incurred in furtherance of work duties, and unfair competition. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act.

Defendant denies all of the allegations made by Plaintiffs and denies that it violated any law. The Court has made no ruling on the merits of Plaintiffs’ claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

///

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

## **Summary of the Settlement Terms**

Plaintiffs and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of Three Hundred Ninety Thousand Dollars and Zero Cents (\$390,000.00). The Gross Settlement includes: (1) Administration Costs up to \$9,000.00; (2) service payments of up to \$7,500.00 to Plaintiff Jasmin Nino Zavala and \$5,000.00 to Plaintiff Maria Benavidez Herrera for their time and effort in pursuing this case and in exchange for a broader release of claims against Defendant; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, shall amount to \$136,500.00; (4) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$20,000.00, of which 75% (or \$15,000.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% (\$5,000.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$187,000.00 will be available for distribution to Class Members ("Net Settlement Amount"), and \$5,000.00 will be available for distribution to Aggrieved Employees.

## **Distribution to Class Members**

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Class Members in non-exempt, hourly-paid positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Eligible Workweeks attributed to the Class Member by all Eligible Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Eligible Workweeks ÷ total Settlement Class Eligible Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period at Defendant's facilities.

Defendant's records indicate that you worked [Eligible Workweeks] as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Workweeks] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [Estimated Award] and your estimated payment as an Aggrieved Employee would be [Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute.

## **Tax Reporting**

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

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**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

## Your Options Under the Settlement

### **Option 1 – Do Nothing and Receive Your Payment**

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive a your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

“Released Claims” refers to all claims against the Released Parties asserted in the First Amended Complaint filed in the Lawsuit, or any and all claims that may be asserted against the Release Parties based on the factual allegations in the Lawsuit, as follows: For the duration of the Class Period, the release includes: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay; (d) failure to timely pay all wages due upon termination or resignation; (e) all claims for non-compliant wage statements; (f) all claims for failure to indemnify; and (g) all claims asserted through California Business & Professions Code section 17200 *et seq.* arising out of the Labor Code violations referenced in the First Amended Complaint (the “Class Released Claims”).

For Aggrieved Employees, the “Released Claims” also includes any and all claims for civil penalties under PAGA [Cal. Lab. Code section 2699, *et seq.*] that are based upon or arise from the factual allegations in the First Amended Complaint filed in the Lawsuit arising during the PAGA Period, including claims for civil penalties under PAGA arising out of Labor Code sections 210, 226.3, 558, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the First Amended Complaint, which includes, without limitation, claims for failure provide suitable seating, and violation of Labor Code sections 200, 201, 202, 203, 204, 226, 246, 404, 432, 510, 1174, 1194, 1197, 1198.5, 2802, 2810.5, 6401, 6402 and 6403. The “Released Claims” also include those for alleged failure to provide a safe place of employment during the COVID-19 pandemic included in Plaintiff Maria Benavidez Herrera’s Second Amended Complaint. (“PAGA Released Claims” and, collectively with Class Released Claims, the “Released Claims”).

“Released Parties” refers to Defendant and each of its past, present, and future respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present owners, directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal representatives.

### **Option 2 – Opt Out of the Settlement**

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your full name, Social Security Number, and

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**

the following statement or something to its effect: "Please exclude me from the Settlement Class in the *Zavala, et al. v. PLS Check Cashers of California, Inc.* matter." Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

### **Option 3 – File an Objection to the Settlement**

If you wish to object to the Settlement, you may file an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

### **Final Approval Hearing**

You may, if you wish, also appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] m. in the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 9, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may also retain an attorney to represent you at the Hearing at your own expense.

### **Additional Information**

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at **[PHONE NUMBER]** or Class Counsel, whose information appears below:

**BIBIYAN LAW GROUP, P.C.**  
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You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, during regular business hours of each court day.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**Questions? Contact the Settlement Administrator toll free at **[PHONE NUMBER]****

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,  
DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**

**Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]**