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

19 JAZMIN NINO ZAVALA, on behalf of
herself and all others similarly situated and
20 aggrieved,

21 Plaintiffs,

22 v.

23 PLS CHECK CASHERS OF CALIFORNIA,
INC., a California corporation; and DOES 1
24 through 100, inclusive,

25 Defendants.
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Lead Case No.: 20STCV42586
Consolidated with Case No. 20STCV46093

[Assigned to: Hon. Elihu M. Berle, SSC-6]

**~~FIRST AMENDED [PROPOSED]~~ ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND PROVISIONAL
CLASS CERTIFICATION FOR
SETTLEMENT PURPOSES ONLY**

1 This Court, having considered the Motion of Jasmin Nino Zavala (“Plaintiff Zavala”) and
2 Maria Benavidez Herrera (“Plaintiff Herrera”, and with Plaintiff Zavala, “Plaintiffs”), for
3 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
4 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declaration
5 of David D. Bibiyan, the Joint Stipulation Re: Class Action and Representative Action Settlement
6 (the “Settlement Agreement”), the Notice of Proposed Class Action Settlement (“Class Notice”),
7 and other documents submitted in support of the Motion for Preliminary Approval, as well as
8 argument presented at the hearing on July 12, 2022, hereby GRANTS Plaintiffs’ Motion for
9 Preliminary Approval and **ORDERS, ADJUDGES AND DECREES THAT:**

10 1. The definitions set out in the Settlement Agreement are incorporated by reference
11 into this Order; all terms defined therein shall have the same meaning in this Order.

12 2. The Court certifies the following settlement class for the purpose of settlement only:
13 all current and former non-exempt, hourly-paid employees who worked for defendant PLS Check
14 Cashers of California, Inc. (“Defendant) at any time during from November 6, 2016 through
15 September 24, 2021 (“Class Period”) in California (“Class Members” or “Settlement Class
16 Members”).

17 3. The Court preliminarily appoints Plaintiffs as Class Representatives, and David D.
18 Bibiyan and Jeffrey D. Klein of Bibiyan Law Group, P.C., Preston H. Lim of Lim Law Group, P.C.,
19 Raymond P. Boucher and Alexander Gamez of Boucher, LLP, and Sahag Majarian of the Law
20 Offices of Sahag Majarian II, as Class Counsel.

21 4. The Court preliminarily approves the proposed class settlement upon the terms and
22 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
23 settlement appears to be within the range of reasonableness of settlement that could ultimately be
24 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
25 amount is fair, adequate, and reasonable as to all potential Class Members when balanced against
26 the probable outcome of further litigation relating to liability and damages issues. It further appears
27 that extensive and costly investigation and research has been conducted such that counsel for the
28 parties at this time are reasonably able to evaluate their respective positions. It further appears to

1 the Court that the settlement at this time will avoid substantial additional costs by all parties, as well
2 as the delay and risks that would be presented by the further prosecution of the Action. It further
3 appears that the settlement has been reached as the result of intensive, non-collusive, arms-length
4 negotiations utilizing an experienced neutral third party.

5 5. The Court approves, as to form and content, the Class Notice that has been submitted
6 herewith and attached hereto as Exhibit “1”.

7 6. The Court directs the mailing of the Class Notice by first-class mail to Class
8 Members in accordance with the procedures set forth in the Settlement Agreement. The Court finds
9 that the dissemination of the Class Notice set forth in the Settlement Agreement complies with the
10 requirements of law and appears to be the best notice practicable under the circumstances.

11 7. The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount of \$390,000.00, which is inclusive of attorneys’ fees up to thirty-five percent of
13 the Gross Settlement Amount (35%), which, unless escalated as set forth herein, amounts to
14 \$136,500.00, in addition to actual costs up of to \$25,000.00; enhancement awards of \$7,500.00 for
15 Plaintiff Zavala and \$5,000.00 for Plaintiff Herrera, for a total of \$12,500.00 in enhancement
16 awards; costs of settlement administration not to exceed \$9,000.00; and PAGA penalties in the
17 amount of \$20,000.00, of which \$15,000.00 (75%) will be paid to the LWDA and \$5,000.00 (25%)
18 will be paid to Aggrieved Employees, defined as Class Members working for Defendant as a non-
19 exempt, hourly-paid employee in California from August 13, 2019 through September 24, 2021
20 (“PAGA Period”).

21 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
22 paid separately and apart by Defendant on the wages portion of the Settlement Amount.

23 9. The Settlement is based on the representation that there are no more than
24 approximately 35,072 Workweeks worked during the Class Period. “Workweek” shall mean the
25 number of workweeks that a Class Member was employed by Defendant in a non-exempt, hourly-
26 paid position during the Class Period. In the event the actual total number of Workweeks worked
27 during the Class Period exceeds 35,072 Workweeks by more than five percent (5%) or 1,753
28 Workweeks, for a total greater than 36,825 Workweeks, then Defendant shall increase the Gross

1 Settlement Amount by the Workweek Value per Workweek in excess of 35,072 Workweeks. The
2 Workweek Value shall be calculated by dividing the Gross Settlement Amount (\$390,000.00) by
3 35,072 Workweeks, which amounts to a Workweek Value of Eleven Dollars and Eleven Cents
4 (\$11.12). Thus, for example, should there be 37,000 Workweeks worked in the Class Period, then
5 the Gross Settlement Amount shall be increased by Twenty-One Thousand Four Hundred Thirty-
6 Nine Dollars and Thirty-Six Cents (\$21,439.36). (37,000 Workweeks – 35,072 Workweeks x
7 \$11.12/Workweek.)

8 10. The Court deems Phoenix Settlement Administrators (“Phoenix”) the Settlement
9 Administrator and approves payment of administrative costs, not to exceed \$9,000.00, out of the
10 Gross Settlement Amount for services to be rendered by Phoenix on behalf of the class. If the actual
11 Settlement Administrator fees are less than \$9,000, the difference will remain a part of the Net
12 Settlement Amount. If the actual Settlement Administrator fees exceed \$9,000, they should be taken
13 from the Gross Settlement Amount.

14 11. The Court directs Defendant to, no later than August 1, 2022, provide the Settlement
15 Administrator with the “Class List” for Class Members providing the following information for each
16 Class Member: (1) name, last known address(es) and last known telephone number(s) currently in
17 Defendant’s possession, custody, or control; (2) Social Security Number in Defendant’s possession,
18 custody, or control; and (3) the hire dates and termination dates for each Settlement Class Member.
19 The Settlement Administrator shall perform an address search using the United States Postal Service
20 National Change of Address (“NCOA”) database and update the addresses contained on the Class
21 List with the newly-found addresses, if any.

22 12. The Settlement Administrator shall mail the Class Notice in English and Spanish to
23 the Settlement Class Members via first-class regular U.S. Mail using the most current mailing
24 address information available by August 15, 2022. The Settlement Administrator shall maintain a
25 list with names and all addresses to which notice was given, and digital copies of all the Settlement
26 Administrator’s records evidencing the giving of notice to any Settlement Class Member, for at least
27 four (4) years from the Final Approval Date. Such information shall be available to Class Counsel
28 and Defendant’s Counsel upon request.

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

9 14. The deadline by which Class Members may submit any Requests for Exclusion,
10 Objections, or Workweek Disputes, shall be October 14, 2022. Class Members who are re-mailed
11 a Class Notice shall have fifteen (15) calendar days from the re-mailing, or forty-five (45) days from
12 the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion,
13 Objection, or Workweek Dispute. This shall be known as the “Response Deadline.”

14 15. No later than seven (7) calendar days from the Response Deadline, the Settlement
15 Administrator shall provide counsel for the Parties with a declaration attesting to the completion of
16 the notice process, including the number of attempts to obtain valid mailing addresses for and re-
17 sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests
18 for Exclusion and objections/comments received by the Settlement Administrator. The deadline for
19 Class Counsel to file the Settlement Administrator’s declaration with the Court shall be November
20 1, 2022.

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

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

14 17. Only Settlement Class Members who do not opt out of the Settlement (*i.e.*,
15 Participating Class Members) may object to the Settlement. In order for any Settlement Class
16 Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a
17 written objection to the Settlement Administrator at the address or phone number provided on the
18 Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy
19 of the Objection forthwith to Class Counsel and Defendant's counsel. The Settlement Administrator
20 shall attach a copy of the Objection to its Declaration provided in support of the Motion for
21 Preliminary Approval.

22 18. The Objection should set forth in writing: (1) the objector's name and address, and
23 (2) the reason(s) for the Objection, along with whatever legal authority, if any, the objector asserts
24 in support of the Objection. If a Settlement Class Member objects to the Settlement, the Settlement
25 Class Member will remain a member of the Settlement Class and if the Court approves this
26 Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the same
27 way and to the same extent as a Settlement Class Member who does not object. The date of mailing
28 of the Class Notice to the objecting Settlement Class Member shall be conclusively determined

1 according to the records of the Settlement Administrator. Settlement Class Members need not object
2 in writing to be heard at the Final Approval Hearing; they may object or comment in person at the
3 hearing at their own expense.

4 19. Class Counsel and Defendant’s Counsel may file a response to any objection lodged
5 with the Court no later than November 1, 2022.

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

14 21. Defendant shall deposit the Gross Settlement Amount, as the same may be escalated
15 pursuant to the Settlement Agreement, into a Qualified Settlement Account (“QSA”) to be
16 established by the Settlement Administrator. Defendant shall provide all information necessary for
17 the Settlement Administrator to calculate necessary payroll taxes including their official name, 8-
18 digit state unemployment insurance tax ID number, and other information requested by the
19 Settlement Administrator.

20 22. Not more than seven (7) calendar days after payment of the full Gross Settlement
21 Amount by Defendant, as well as payment by Defendant of the Employer Taxes, the Settlement
22 Administrator shall distribute all payments due under the Settlement, including the Individual
23 Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved
24 Employees, as well as the Court-approved payments for the Service Award to Plaintiff, attorneys’
25 fees and litigation costs and expenses to Class Counsel, administration costs to the Settlement
26 Administrator, and the LWDA Payment.

27 23. Any checks from this distribution that are not cashed by Participating Class Members
28 within one-hundred-eighty (180) calendar days from the date of the mailing of the checks shall be

1 cancelled within seven (7) calendar days after the expiration of the 180-day period. Checks for such
2 payments shall be canceled and funds associated with such checks shall be considered unpaid,
3 unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
4 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure
5 section 384, shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600,
6 San Francisco, California 94104 for use in Los Angeles County.

7 24. All papers filed in support of final approval, including supporting documents for
8 attorneys’ fees and costs, shall be filed by September 15, 2022.

9 25. A final approval hearing shall be held with the Court on November 15, 2022 at 9:00
10 a.m. in Department 6 of the above-entitled Court to determine: (1) whether the proposed settlement
11 is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of
12 attorneys’ fees and costs to award Class Counsel; (3) the amount of incentive award to the Class
13 Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount to be
14 apportioned to PAGA, paid to the LWDA, and paid to Aggrieved Employees.

15 26. In the event the settlement does not become effective in accordance with the terms
16 of the Settlement, or the settlement is not finally approved, or is terminated, cancelled or fails to
17 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
18 and the parties shall revert to their respective positions as of the entry of the Settlement Agreement.
19 The Parties will be free to assert any claim or defense that could have been asserted at the time of
20 entry of the Settlement Agreement.

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IT IS SO ORDERED.



Elihu M. Berle

Dated: R 1 / 10 , 2022

Elihu M. Berle / Judge
HON. ELIHU M. BERLE

EXHIBIT 1

**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 November 15, 2022 at 9:00 a.m. in Department 6 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 9:00 a.m. on November 15, 2022, in the Spring Street Courthouse of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 6. 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.

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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 October 14, 2022. 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.

Phoenix Settlement Administrators

[Add Mailing Address]

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 October 14, 2022. 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 November 15, 2022 at 9:00 a.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.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Jeffrey D. Klein (SBN 297296)
jeff@tomorrowlaw.com
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555; Fax: (310) 300-1705

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.

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

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

**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]**

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On July 18, 2022, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED [PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND PROVISIONAL CERTIFICATION FOR SETTLEMENT PURPOSES ONLY** to be served on the interested parties via electronic service through Case Anywhere:

Christine D. Baran
Colin P. Calvert
Sarah Bennett
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Counsel for Defendant PLS CHECK CASHERS OF CALIFORNIA, INC.

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Counsel for Plaintiff MARIA BENAVIDEZ HERRERA

LAW OFFICES OF SAHAG MAJARIAN II
Sahag Majarian II
18250 Ventura Boulevard
Tarzana, California 91356

Counsel for Plaintiff MARIA BENAVIDEZ HERRERA

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 18, 2022, at Beverly Hills, California.

/s/ Emanuel Munguia
Emanuel Munguia