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25 CONTINENTAL CURRENCY SERVICES, INC.

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
27 **FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

28 ALMA R. CASTELLANOS, on behalf of herself  
and others similarly situated.

PLAINTIFF,

vs.

CONTINENTAL CURRENCY SERVICES,  
INC., a corporation and DOES 1 to 100,  
Inclusive.

DEFENDANTS.

Case No.: BC567362

*[Assigned for all purposes to Hon. Judge John  
Shepard Wiley, Jr., Dept. 311]*

**CLASS ACTION**

**STIPULATION OF SETTLEMENT AND  
RELEASE**

1 This Stipulation of Settlement and Release (“Stipulation”) is made and entered by and  
2 between the estate of Alma Castellanos (“Castellanos” or “Plaintiff”) and Defendant Continental  
3 Currency Services, Inc. (“Continental” or “Defendant”), and is subject to the terms and conditions  
4 hereof and the approval of the Court. Plaintiff and Defendant are referenced collectively herein  
5 as “the Parties.”

6 **BACKGROUND AND RECITALS**

7 1. On or about December 19, 2014, Plaintiff filed and served a Complaint in the Los  
8 Angeles Superior Court (the “Complaint”), which was subsequently amended (the “First  
9 Amended Complaint”). The First Amended Complaint alleges meal and rest break violations,  
10 unpaid wages, minimum wage violations, failure to pay all wages due at termination, failure to  
11 provide complete wage statements, violations of the Private Attorney General Act of 2004  
12 (“PAGA”), Labor Code Section 2698, *et seq.*, and unfair business practices.

13 2. This claim was brought on behalf of a putative class defined as all similarly  
14 situated, non-exempt, hourly employees from July 28, 2012 through the date of preliminary  
15 approval (the “Class Period”).

16 3. The Parties participated in a formal, private mediation session on October 21, 2016  
17 before Honorable Carl J. West after Defendant provided informal discovery including its relevant  
18 policies, information on its relevant practices, putative Class Member information, and sample  
19 timecard data for its non-exempt employees. At mediation, Plaintiff raised more general wage  
20 and hour claims in addition to the initially plead PAGA claims.

21 4. Defendant estimates the class size to be approximately 1,200 class members (550  
22 current employees and 650 former employees), with approximately 2,800,000 worked hours for  
23 the class period, 74 pay periods for PAGA and the average rate of pay is approximately \$16.00.

24 5. The Parties have reached a settlement of all claims raised at the mediation. The  
25 settlement amount is contingent on this Court approving this Settlement.

26 6. The Parties are sufficiently familiar with the facts of the Action and the applicable  
27 law, so as to warrant Settlement at this time.

28 7. The Parties are represented by competent counsel and have had the opportunity to

1 consult with counsel prior to the submission of this Stipulation to the Court.

2 8. Nothing in this Stipulation, nor the fact of the Stipulation itself, shall be construed  
3 or deemed an admission of liability, culpability, negligence, or wrongdoing of any kind on the  
4 part of Defendant with respect to the claims alleged in this Action.

5 9. Defendant denies any liability or wrongdoing of any kind associated with the  
6 claims alleged in the Action and further denies that, for any purpose other than settling the  
7 Action, this Action is appropriate for class treatment. Defendant contends, among other things,  
8 that it has complied at all times with the California Labor Code, the California Business &  
9 Professions Code, the Private Attorney General Act, the applicable IWC Wage Orders, and all  
10 other applicable California law. Nonetheless, Defendant has concluded that further litigation  
11 would be protracted and expensive and would also divert Defendant's resources. Defendant has  
12 taken into account the uncertainty and risks inherent in litigation. Defendant has therefore  
13 concluded that it is desirable that the Action be fully and finally settled in the manner and upon  
14 the terms and conditions set forth in this Stipulation.

15 10. Plaintiff believes that she/it has filed a meritorious action and that class  
16 certification is appropriate. Plaintiff contends that Defendant violated California wage and hour  
17 law, and that this Action is appropriate for class certification as the requisites for class  
18 certification can be satisfied in this case. However, Plaintiff recognizes and acknowledges the  
19 significant expense and length of continued proceedings necessary to prosecute litigation against  
20 Defendant through class certification, trial, and appeal. Plaintiff is aware that the likelihood of  
21 protracted litigation will only further delay payments to Class Members of wages and penalties  
22 they allege they are owed. Plaintiff is also aware of the inherent problems of proof and possible  
23 defenses to the claims alleged and to class certification. After careful consideration and  
24 mediation, Plaintiff has concluded that this class action lawsuit should be fully and finally settled  
25 in a manner and upon the terms and conditions set forth in this Stipulation. Both Plaintiff and  
26 Class Counsel believe that the Settlement set forth in this Stipulation confers substantial benefits  
27 upon the Settlement Class and each Settlement Class Member.

28 11. It is the desire of the Parties to fully, finally, and forever settle, compromise, and

1 discharge all disputes and claims that exist between them arising from the Action or any claim  
2 reasonably related to the claims set forth in the Action. In order to achieve a full and complete  
3 release of Plaintiff and the Releasees of such disputes and claims, each member of the Settlement  
4 Class (which includes any legal heirs and/or successors-in-interest of each member of the  
5 Settlement Class), through execution of the Stipulation by Plaintiff, acknowledges that this  
6 Stipulation is intended to include in its effect all claims arising from, related to, or could have  
7 been asserted based on, the allegations in the Action, including all Released Claims, and any and  
8 all claims that each Settlement Class Member does not know or suspect to exist in his or her favor  
9 against Defendant arising from or related to the allegations in the Action, during the Class Period.

10 12. It is the intention of the Parties that this Stipulation shall constitute a full and  
11 complete settlement and release of all claims arising from, related to, or which could have been  
12 raised by the factual allegations in the Action, including, without limitation, any and all claims  
13 that can lawfully be released arising from said allegations under the California Labor Code and  
14 Wage Orders, the Business & Professions Code (including Section 17200 *et seq.*), and attorneys'  
15 fees and costs, which release shall include in its effect Defendant and each of its present and  
16 former affiliates, parent companies, subsidiaries, shareholders, officers, partners, directors,  
17 members, servants, employees, agents, attorneys, insurers, predecessors, principals,  
18 representatives, accountants, past, present, and future, successors and assigns, and each and all of  
19 their respective members, officers, managers, partners, directors, servants, agents, shareholders,  
20 employees, representatives, accountants, insurers, and attorneys, and all persons acting under, by,  
21 through, or in concert with any of them (collectively, the "Releasees").

#### 22 DEFINITIONS

23 13. As used in this Stipulation, and for purposes of this Settlement only, the following  
24 terms shall have the meanings specified below:

25 A. "Action" means the alleged and potential claims asserted in the Complaint, First  
26 Amended Complaint, and Second Amended Complaint, captioned *Alma Castellanos v.*  
27 *Continental Currency Services*, filed in the Los Angeles Superior Court on or about December  
28 19, 2014.

1 B. "Attorneys' Costs" shall mean Class Counsel's actual costs incurred, shown by  
2 proper documentation, in litigating this Action, to be determined by the Court, which will not  
3 exceed Eleven Thousand Dollars (\$11,000.00).

4 C. "Attorneys' Fees" shall mean Class Counsel's attorneys' fees in litigating this  
5 Action to be determined by the Court, but not to exceed 1/3 of GVF or Two Hundred Twenty  
6 Nine Thousand One Hundred Eighty Five Dollars (\$229,185.00).

7 D. "Class Members," "Settlement Class," or "Settlement Class Members" shall mean  
8 all current and former non-exempt hourly employees employed by Continental Currency  
9 Services, Inc. in California during the period from July 28, 2012 through the date of preliminary  
10 approval of the Settlement. Potential Settlement Class Members who do not timely opt-out of the  
11 Settlement but who do not cash or accept payment from this Settlement shall nonetheless be  
12 considered Class Members.

13 E. "Claims Administrator" means CPT Group, Inc.

14 F. "Claims Administration Fee" includes all costs and expenses due to the Claims  
15 Administrator in connection with its administration of the claims including, but not limited to,  
16 providing Class Notice in English and Spanish, locating Class Members, reviewing letters from  
17 individuals opting out of the Settlement, calculating withholdings and taxes, and administering  
18 and distributing Settlement payments to Settlement Class Members, which the Parties intend to  
19 not exceed Fourteen Thousand Dollars (\$14,000.00).

20 G. "Class" means the class certified for purposes of Settlement only, following the  
21 entry of Order by the Court.

22 H. "Class Counsel" means Joseph Lavi of Lavi & Ebrahimian, LLP and Sahag  
23 Majarian II of the Law Offices of Sahag Majarian II.

24 I. "Class Data List" means, for each Class Member: his or her name; last known  
25 mailing address and telephone number; social security number; and the number of hours that he or  
26 she worked in the Class Period.

27 J. "Class Notice" means the notice of Settlement, substantially in the form attached  
28 as Exhibit A; "Allocation Form" means the Allocation Form, substantially in the form attached as

1 Exhibit B.

2 K. "Class Period" shall mean the time period from July 28, 2012 through the date of  
3 preliminary approval of the Settlement.

4 L. "Class Representative" shall mean the estate of Plaintiff Alma Castellanos.

5 M. "Hours Worked" shall mean number of hours in which a Class Member provided  
6 services and was paid as non-exempt employee of Continental Currency Services, Inc. during the  
7 Class Period.

8 N. "Defendant" shall mean Continental Currency Services, Inc.

9 O. "Effective Date" shall mean the later of: (1) if no appeal is taken, the applicable  
10 date for seeking appellate review of the Court's final approval of the settlement has passed  
11 without a timely appeal or request for review having been made or 60 days after Final Approval  
12 Order is signed; or (2) if an appeal is timely filed with respect to the Judgment, the date such an  
13 appeal is dismissed or the Judgment is affirmed, and the Judgment is not subject to further  
14 judicial review or reconsideration by any court, but only after all of the following events have  
15 occurred: (i) this Stipulation has been executed by all Parties and by counsel for the Parties; (ii)  
16 the Court has given preliminary approval to the settlement; (iii) Class Notice has been given to  
17 the Settlement Class Members, providing the Class Members with an opportunity to opt-out of  
18 the Settlement Class; and (iv) the Court has held a formal fairness hearing and entered a final  
19 order and judgment certifying the Settlement Class, and approving this Stipulation consistent with  
20 California Rule of Court 3.769(h).

21 P. "Gross Fund Value" or "GFV" shall mean the maximum gross amount of Six  
22 Hundred Ninety Four Thousand Five Hundred Dollars (\$694,500.00) to be paid by Defendant  
23 pursuant to this Settlement.

24 Q. "Individual Settlement Payment" shall mean the payment for each individual  
25 Participating Class Member as determined by the Claims Administrator.

26 R. "Net Fund Value" or "NFV" shall mean the Gross Fund Value minus the Claims  
27 Administration Fee, Attorneys' Fees, Attorneys' Costs, 75% of the PAGA allocation to be  
28 provided to the state, and Service Award.

1 S. "Non-Participating Class Member" means a Class Member who submits a valid  
2 and timely request for exclusion from the Settlement.

3 T. "Participating Class Members" means Class Members who do not submit a valid  
4 and timely request for exclusion from the Settlement.

5 U. "Party" or "Parties" shall mean Plaintiff and Defendant individually or  
6 collectively, respectively.

7 V. "Plaintiff" shall mean the estate of class representative Alma Castellanos.

8 W. "Releasees" shall mean Defendant Continental Currency Services, Inc. and each of  
9 its present and former affiliates, parent companies, subsidiaries, shareholders, officers, partners,  
10 directors, members, servants, employees, agents, attorneys, insurers, predecessors, principals,  
11 representatives, accountants, past, present, and future, successors and assigns, and each and all of  
12 their respective members, officers, managers, partners, directors, servants, agents, shareholders,  
13 employees, representatives, accountants, insurers, and attorneys, and all persons acting under, by,  
14 through, or in concert with any of them.

15 X. "Service Award" means the special payment of Two Thousand Five Hundred  
16 Dollars (\$2,500) made to the estate of Plaintiff in its capacity as Class Representative to  
17 compensate it/her for initiating the Action, performing work in support of the Action, and  
18 undertaking the risk of liability for attorneys' fees and expenses in the event she was unsuccessful  
19 in the prosecution of the Action.

20 Y. "Settlement" means the terms and conditions set forth in this Stipulation.

21 Z. "Settlement Check" means the check that will be issued to each Class Member  
22 who does not submit a request for exclusion.

23 **TERMS OF SETTLEMENT**

24 14. Gross Fund Value. Defendant shall pay a maximum sum of Six Hundred Ninety  
25 Four Thousand Five Hundred Dollars (\$694,500.00) (the GFV). This is a non-reversionary  
26 settlement agreement. The payment of the GFV by Defendant pursuant to this Stipulation shall  
27 resolve any released claims between the Releasees and the Settlement Class. In addition, GFV  
28 shall include payments for PAGA allocation, Claims Administration Fee, Attorneys' Fees,

1 Attorneys' Costs, and Service Award, and all damages, penalties (including liquidated damages)  
2 related to the Released Claims.

3 15. Calculation of Net Fund Value. The NFV is equal to the GFV minus the Claims  
4 Administration Fee (up to Fourteen Thousand Dollars (\$14,000.00), Attorneys' Fees (up to  
5 \$229,185), Attorneys' Costs (up to \$11,000.00), PAGA allocation (\$75,000.00) and the Class  
6 Representative Service Award (up to \$2,500). One hundred percent (100%) of the NFV will be  
7 allocated paid to the Settlement Class. The NFV will be used to calculate the Settlement Share  
8 each Class Member will receive if this Settlement becomes effective as defined above. The  
9 Proportional NFV shall be divided by the total aggregate Hours Worked of the Class Members  
10 and divided in proportionate shares based on the number of Hours Worked for the individual  
11 Class Members as reflected in Defendant's records, for Class Members that do not timely opt-out.

12 16. California Labor and Workforce Development Agency. A total of Seventy Five  
13 Thousand Dollars (\$75,000.00) of the GFV shall be allocated to the Labor Code § 2699 claim  
14 (the "PAGA Allocation"). Wherein Fifty Six Thousand Two Hundred and Fifty Dollars  
15 (\$56,250.00) from the GFV to the California Labor and Workforce Development Agency for  
16 penalties under the Private Attorneys General Act (the "LWDA Payment"). This \$56,250.00  
17 represents Seventy-Five Percent (75%) of the total \$75,000.00 that was allocated to settlement of  
18 PAGA claims. The remaining Twenty-Five Percent (25%) or Eighteen Thousand Seven Hundred  
19 Fifty Dollars (\$18,750.00) of the Labor Code § 2699 claim shall be added to the NFV.

20 17. Attorneys' Fees and Costs: In consideration for settling this matter and in  
21 exchange for the release of all claims by the Settlement Class, and subject to final approval by the  
22 Court, Defendant agrees not to oppose Class Counsel's motion for attorneys' fees in the total  
23 amount of up to thirty-three and one third percent (33 1/3%) of the GFV to compensate and  
24 reimburse Class Counsel for all of the work already performed by Class Counsel in this case and  
25 all of the work remaining to be performed by Class Counsel in documenting the Settlement,  
26 securing Court approval of the Settlement, administering the Settlement, making sure that the  
27 Settlement is fairly administered and implemented, and obtaining dismissal of the Action. Class  
28 Counsel shall be separately reimbursed for costs actually incurred in litigating this action, subject



1 to documentation of such costs. Should the Court approve a lesser percentage or amount of fees  
2 and/or costs, the unapproved portion shall be part of the NFV.

3 18. Plaintiff's Service Award: Subject to approval by the Court, Defendant further  
4 agrees to pay Plaintiff a Service Award not to exceed Two Thousand Five Hundred Dollars  
5 (\$2,500) in consideration for serving as the PAGA Representative. Defendant will not oppose  
6 Class Counsel's request. The Service Award is in addition to the claim share to which Plaintiff is  
7 entitled along with other Settlement Class Members and the amount allocated to resolve her/its  
8 individual claims. Should the Court approve a Service Award less than that set forth herein, the  
9 unapproved portion shall be added to the NFV and distributed to Class Members.

10 19. Effectiveness of Settlement: The Settlement shall become effective only when all  
11 of the following events have occurred:

- 12 a. This Stipulation has been executed by all Parties and by counsel for the  
13 Parties;
- 14 b. The Court has given preliminary approval to the Settlement;
- 15 c. Class Notice has been given to the Class Members, providing the Class  
16 Members with an opportunity to opt-out of the Settlement Class;
- 17 d. The Court has held a formal fairness hearing and entered a final order and  
18 judgment certifying the Settlement Class, approved this Stipulation and dismissed this Action;
- 19 e. The later of: (1) if no appeal is taken, the applicable date for seeking  
20 appellate review of the Court's final approval of the Settlement has passed without a timely  
21 appeal or request for review having been made (60 days after final approval order is signed); or  
22 (2) if an appeal is timely filed with respect to the Judgment, the date such an appeal is dismissed  
23 or the Judgment is affirmed, and the Judgment is not subject to further judicial review or  
24 reconsideration by any court, but only after all of the following events have occurred: (i) this  
25 Stipulation has been executed by all Parties and by counsel for the Parties; (ii) the Court has given  
26 preliminary approval to the settlement; (iii) notice has been given to the Settlement Class  
27 members, providing the Class Members with an opportunity to opt-out of the Settlement Class;  
28 and (iv) the Court has held a formal fairness hearing and entered a final order and judgment

1 certifying the Settlement Class, and approving this Stipulation consistent with California Rule of  
2 Court 3.769(h).).

3 20. Effective Date: No money will be distributed unless and until the Effective  
4 Date—as defined in this Settlement Agreement. If the Court fails to approve the Settlement, if  
5 Defendant exercises its right to rescind, or if any appellate court fails to approve the Settlement,  
6 resulting in a failure to reach the Effective Date, then:

7 a. The Stipulation shall have no force and effect, and no Party shall be bound  
8 by any of its terms;

9 b. Defendant shall have no obligation to make any payments, including  
10 without limitation any payments to the Class Members, Class Counsel, or the Claims  
11 Administrator;

12 c. Any preliminary approval order, final approval order, and judgment, shall  
13 be vacated;

14 d. The Stipulation and all negotiations, statements, and proceedings, and data  
15 relating thereto, shall be without prejudice to the rights of any of the Parties, all of whom shall be  
16 restored to their respective positions in the Action prior to the Settlement; and

17 e. Neither this Stipulation nor any ancillary documents, actions, statements,  
18 or filings in furtherance of settlement shall be admissible or offered into evidence in the Action or  
19 any other action or proceeding for any purpose whatsoever, pursuant to California Evidence Code  
20 sections 1152 and 1154.

### 21 CLAIMS PROCEDURE

22 21. Claims Administrator: The Claims Administrator's duties shall include without  
23 limitation, mailing the Class Notices and Allocation Form or Settlement Shares form (in English  
24 and Spanish), performing necessary skip traces on Class Notices returned as undeliverable,  
25 reviewing opt-out requests from Class Members, reviewing disputes regarding Hours Worked,  
26 verifying that Social Security numbers included on opt-out forms match Social Security numbers  
27 provided by Defendant to the Claims Administrator, calculating and processing payments for all  
28 Class Members, re-mailing Class Notices which are returned as undeliverable, providing Class

1 Counsel and Defendant's counsel with the reports as requested and as set forth in this Settlement  
2 Agreement, preparing declarations regarding its' duties for preliminary or final approval,  
3 preparing and mailing of all Settlement Class Members' Settlement Checks and IRS forms and  
4 calculating Defendant Continental's tax obligations in connection with the Settlement Checks to  
5 Settlement Class Members as well as providing Notice of Final Approval.

6 22. Costs of Claims Administrator: The Claims Administrator has quoted an  
7 estimated fee of Fourteen Thousand Dollars (\$14,000.00). Plaintiff and Defendant will allocate a  
8 maximum of Fourteen Thousand Dollars (\$14,000.00) to be paid from the GFV for claims  
9 administration. If the Claims Administrator is able to complete its work for less than Fourteen  
10 Thousand Dollars (\$14,000.00), the balance will be applied to the NFV. If the Claims  
11 Administrator needs to charge over Fourteen Thousand Dollars (\$14,000.00), the additional  
12 amount due will be deducted from the NFV.

13 23. Calculation of Class Members' Payments: The Settlement Share for each  
14 Participating Class Member will be distributed pro-rata based on the Participating Class  
15 Member's number of Hours Worked as a percentage of all Participating Class Member's Covered  
16 Hours Worked.

17 24. Disputes Regarding Individual Settlement Payments: Settlement Class Members  
18 will have the opportunity, should they disagree the information regarding the number of Hours  
19 Worked, as stated on their Class Notice, to provide documentation and/or an explanation to show  
20 contrary information. Any dispute must be postmarked within forty five (45) calendar days of the  
21 Claims Administrator's mailing of the Class Notice. If disputes are not submitted in a timely  
22 manner, Class Members will be paid based on Defendant's records. If there is a dispute, the  
23 Claims Administrator will consult with Defendant to determine whether an adjustment is  
24 warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any  
25 Individual Settlement Payments under the terms of this Agreement. The Claims Administrator's  
26 determination of the eligibility for and amount of any Individual Settlement Payment shall be  
27 binding upon Class Members and the Parties.

28 25. Class Data List: Following the preliminary approval of the Settlement, Defendant

1 will have fifteen (15) days to provide the Claims Administrator with the Class Data List. Based  
2 on the Class Data List, the Claims Administrator will calculate the total number of Hours Worked  
3 for the Settlement Class Members. This will result in an aggregate amount of Hours Worked, as  
4 well as an individual amount of Hours Worked for the Settlement Class Members. In order to  
5 determine the amount of payment for each Hours Worked, the NVF will be divided by the total  
6 aggregate Hours Worked of the Settlement Class Members.

7       26. Tax Treatment of Each Class Member's Portion of NFV: Fifteen percent (15%) of  
8 each "Settlement Share" represents payment in settlement of wage claims, and will be reduced by  
9 applicable payroll tax withholdings and deductions (with the employer's share of legally required  
10 payroll taxes to be deducted from the Gross Settlement Amount), reported by the Settlement  
11 Administrator on IRS Form W-2. The remaining eighty-five percent (85%) of each Settlement  
12 Share represents payment in settlement of non-wage claims for interest and penalties, will not be  
13 reduced by payroll tax withholdings and deductions, and will be reported by the Settlement  
14 Administrator on IRS Form 1099.

15       Circular 230 Disclaimer: Each party to this Agreement (for purposes of this section, the  
16 "Acknowledging Party"; and each party to this Agreement other than the Acknowledging Party,  
17 an "Other Party") acknowledges and agrees that (1) no provision of this Agreement, and no  
18 written communication or disclosure between or among the parties or their attorneys and other  
19 advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be  
20 construed or be relied upon as, tax advice within the meaning of United States Treasury  
21 Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has  
22 relied exclusively upon his, her, or its own, independent legal and tax advisers for advice  
23 (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement  
24 based upon the recommendation of any other party or any attorney or advisor to any other party,  
25 and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to  
26 any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and  
27 (3) no attorney or adviser to any other party has imposed any limitation that protects the  
28 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such

1 limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or  
2 tax structure of any transaction, including any transaction contemplated by this Agreement.

3 27. Tax Treatment of Plaintiff's Service Award: Plaintiff will receive an IRS Form  
4 1099 for the Service Award, and will be responsible for correctly characterizing this additional  
5 compensation for tax purposes and for payment of any taxes owing on said amount.

6 28. Taxes and Withholdings: The Claims Administrator shall be responsible for  
7 calculating and withholding all required state and federal taxes on behalf of both Settlement Class  
8 Members and Defendant, and for communicating this information to the Parties in a report in  
9 which the names of the Settlement Class Members will be coded. For each Settlement Class  
10 Member, the report shall state the number of Hours Worked, the gross award, the Settlement  
11 Class Member's share of taxes withheld, the net award and the amount of Defendant's related  
12 payroll burden to be paid to government entities (payment for Defendant's payroll burden shall be  
13 made from NSV). Proof of payment will be filed with the Court and provided to the Parties'  
14 counsel. The Claims Administrator will provide Class Counsel with the name of the Class  
15 Members that opt out to be provided to the court, if any.

16 29. Reporting to Parties: After the Class Notices are mailed to Settlement Class  
17 Members, the Claims Administrator shall provide a weekly report to Class Counsel and  
18 Defendant's counsel setting forth the number of opt-outs or disputes regarding Hours Worked  
19 received. Within five (5) business days after the conclusion of the opt-out period, the Claims  
20 Administrator will provide a further report certifying jointly to Class Counsel and Defendant's  
21 counsel which opt-out and disputes were valid and timely.

22 30. Dispute of Final Report: After the Claims Administrator provides the final report  
23 of all valid opt-out individuals, counsel for the Parties shall have five (5) business days to review  
24 and make any objections to the report from the Claims Administrator. Any dispute with regard to  
25 the calculation of Settlement Checks will be decided by the Court.

26 31. Disputes Regarding Administration of Settlement: Any disputes not resolved by  
27 the Claims Administrator concerning the administration of the Settlement will be resolved by the  
28 Court, under the laws of the State of California. Prior to any such involvement of the Court,

1 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of  
2 involving the Court.

3 **NOTICE TO SETTLEMENT CLASS MEMBERS**

4 32. Notice to Class Members: Within thirty-five (35) calendar days of preliminary  
5 approval, the Claim Administrator shall mail, by U.S. First Class, to Class Members a Class  
6 Notice. The Class Notice will list the individual Settlement Class Member's total number of  
7 Hours Worked.

8 33. Opt-Out Procedure for Settlement Class: The Class Notice will provide that Class  
9 Members may exclude themselves from the Settlement by mailing to the Settlement  
10 Administrator a signed written Request for Exclusion from the Settlement, postmarked no later  
11 than forty five (45) days after the Settlement Administrator mails the Class Notices. To be  
12 effective, any written Request for Exclusion from the Settlement must: (1) explicitly and  
13 unambiguously state the following statement or similar statement: "I wish to exclude myself from  
14 the settlement reached in the matter of *Castellanos vs. Continental Currency*. I understand by  
15 excluding myself, I will not receive any money from the settlement reached in this matter.";  
16 (2) contain the name, address, and the last four digits of the Social Security number of the person  
17 requesting exclusion; (3) be signed by the Class Member; and (4) be postmarked or fax stamped  
18 by the Response Deadline and returned to the Settlement Administrator at the specified address or  
19 fax telephone number. The request for exclusion will not be valid if it is not timely submitted, if  
20 it is not signed by the Class Member, or if it does not contain the name, and address of the Class  
21 Member. The date of the postmark on the return mailing envelope or fax stamp on the request for  
22 exclusion shall be the exclusive means used to determine whether the request for exclusion was  
23 timely submitted. Any Class Member who requests to be excluded from the Settlement Class will  
24 not be entitled to any recovery under the Settlement and will not be bound by the terms of the  
25 Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to  
26 submit a valid and timely written request for exclusion on or before the Response Deadline shall  
27 be bound by all terms of the Settlement and any final judgment entered in this Action if the  
28 Settlement is approved by the Court. If a question is raised about the authenticity of a signed

1 Request for Exclusion, the Settlement Administrator will have the right to demand additional  
2 proof of the Class Member's identity. A Non-Participating Class Member will not participate in  
3 or be bound by the Settlement and the Judgment. A Class Member who does not complete and  
4 mail a written Request for Exclusion in Settlement in the manner and by the deadline specified  
5 above will automatically become a Participating Class Member and be bound by all terms and  
6 conditions of the Settlement, including its release of claims, if the Settlement is approved by the  
7 Court, and by the Judgment.

8 34. Objections to Settlement. The Class Notice will provide that Class Members who  
9 wish to object to the Settlement and/or any of its terms, including the payment of Attorneys' Fees  
10 and Attorneys' Costs, must submit to the Settlement Administrator, by first-class mail  
11 postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class  
12 Notices, a written statement on or objection to the Settlement and/or its terms, setting forth the  
13 grounds for the statement or objection. The Notice of Objection must be signed by the Class  
14 Member and state: (1) the full name of the Class Member; (2) the dates of contract of the Class  
15 Member; (3) the last four digits of the Class Member's Social Security number and/or the  
16 Employee ID number; (4) the basis for the objection; and (5) if the Class Member intends to  
17 appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make  
18 objections in the manner specified above shall be deemed to have waived any objections and shall  
19 be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.  
20 Class Members who submit a timely Notice of Objection will have a right to appear at the Final  
21 Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. At no  
22 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class  
23 Members to file or serve written objections to the Settlement or appeal from the Order and Final  
24 Judgment. Class Counsel shall not represent any Class Members with respect to any such  
25 objections.

26 35. If a Class Member submits both a request for exclusion from the Settlement and an  
27 objection to settlement, the objection will be rejected and the Class Member will be excluded  
28 from the Settlement.

1           36.    Returned Mail: If the Class Notice is returned as undeliverable with a forwarding  
2 address provided by the United States Postal Service, the Claims Administrator will promptly  
3 resend a the Class Notice to that forwarding address along with a brief letter stating that the Class  
4 Member has until the original deadline set forth on the Class Notice. If an original mailing is  
5 returned as undeliverable without a forwarding address, the Claims Administrator will perform  
6 one skip trace only, and if it obtains a more recent address, will resend the Class Notice along  
7 with a brief letter stating that the Class Member has until the original deadline set forth on the  
8 Class Notice to opt-out. The Claim Administrator will complete such re-mail Class Notices that  
9 are returned as undeliverable within fifteen (15) days of mailing the Class Notice.

10           37.    Uncashed Checks: If any Settlement Class Member fails to cash his or her award  
11 check within one hundred and eighty (180) calendar days of distribution, the funds associated  
12 with any checks that are not timely negotiated will escheat to the State. Settlement Class  
13 Members who, for any reason, do not negotiate their checks in a timely manner shall remain  
14 subject to the terms of the Judgment, including releasing the Released Claims set forth in this  
15 Settlement Agreement. If a check is returned to the Settlement Administrator as undeliverable,  
16 the Settlement Administrator will make all reasonable efforts to re-mail it to the Participating  
17 Class Member at his or her correct address.

#### 18                                   **FUNDING AND PAYMENT OF SETTLEMENT**

19           38.    Funding of Settlement: Within ten (10) calendar days after the Effective Date,  
20 Defendant will deposit the money necessary to fund the Settlement into a qualified settlement  
21 account maintained by the Claims Administrator.

22           39.    Payment Procedure: Within ten (10) calendar days after Defendant's deposit of  
23 funds with the Claims Administrator, the Claims Administrator will pay all claims and Court-  
24 approved attorneys' fees and costs, Claims Administrator fees, the Service Award to Plaintiff and  
25 payment to LWDA.

#### 26                                   **RELEASE BY THE CLASS MEMBERS**

27           40.    Upon final approval by the Court, the Settlement Class, and each Class Member  
28 who has not submitted a timely and valid written request to opt-out of the Settlement shall have



1 released, to the maximum extent permitted by law, Defendant, and each of the Releasees,  
2 through, or in concert with any of them, from all claims, debts, liabilities, demands, obligations,  
3 guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action contingent or  
4 accrued for, or which are arising from, related to, or could have been asserted based on, the  
5 allegations in the Action ("Released Claims").

6 a. The Released Claims include all claims which relate to, or could have been  
7 asserted based on, the allegations and claims asserted in the Action, including claims for: (a)  
8 Defendant's failure to provide meal and rest breaks; (b) Defendant's failure to pay wages,  
9 including minimum or overtime wages; (c) Defendant's failure to comply with timekeeping  
10 records requirements; (d) Defendant's failure to pay compensation due upon termination in  
11 violation of Labor Code §§ 201-3; (e) incomplete or inaccurate wage statements in violation of  
12 Labor Code § 226(a); (f) derivative claims for unfair business practices based on the foregoing in  
13 violation of § 17200 of California Business and Professions Code; and (g) derivative Private  
14 Attorney General Claims based on the foregoing in violation of Labor Code § 2699, and all facts  
15 arising in the Complaint, First Amended Complaint, and/or Second Amended Complaint  
16 (attached herein as Exhibit C).

17 41. As of the date of the Judgment, Plaintiff releases any and all claims she/it may  
18 have against the Releasees, known or unknown, that arise from or relate to her employment with  
19 Defendant, excluding any claim that cannot be released by law. **THIS IS A GENERAL RELEASE**  
20 **OF ALL CLAIMS.** This release includes, but is not limited to,

21 a. Any and all claims were or could have been raised in the Action;  
22 b. Any and all claims under the law of any jurisdiction including without  
23 limitation wrongful discharge of employment; constructive discharge from employment;  
24 termination in violation of public policy; discrimination; breach of contract, both express and  
25 implied; breach of a covenant of good faith and fair dealing, both express and implied;  
26 promissory estoppel; negligent and intentional infliction of emotional distress; negligent and  
27 intentional misrepresentation; negligent and intentional interference with contract or prospective  
28

1 economic advantage; unfair business practices; defamation; libel; slander; negligence; personal  
2 injury; assault; battery; invasion of privacy; false imprisonment; and conversion;

3 c. Any and all claims for violation of any federal, state or municipal statute,  
4 including without limitation all employment laws, including without limitation the California Fair  
5 Employment and Housing Act; the California Unruh Act; the Age Discrimination in Employment  
6 Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of  
7 1866; the Civil Rights Act of 1871; the Fair Labor Standards Act; the Americans with Disabilities  
8 Act; the Older Workers' Benefits Protection Act; the Family Medical Leave Act; the Equal Pay  
9 Act; the Employee Retirement Income Security Act of 1974; the National Labor Relations Act;  
10 the California Constitution; the California Labor Code; the California Business & Professions  
11 Code; the California Government Code; the California Civil Code; and all other laws against  
12 discrimination or applicable to employment that may be the subject of a release under applicable  
13 law;

14 d. Any and all claims for violation of the federal, or any state, constitution;

15 e. Any and all claims arising out of any other laws and regulations relating to  
16 employment or employment discrimination;

17 f. Any claim for any loss, cost, damage, or expense arising out of any dispute  
18 over the non-withholding or other tax treatment of any of the proceeds received by Plaintiff as a  
19 result of this Agreement;

20 g. Any claim or damage arising out of Plaintiff's employment with or  
21 separation from Company under any common law theory or any federal, state, or local statute or  
22 ordinance not specifically referred to above;

23 h. Any and all claims for unpaid or withheld wages, severance, benefits,  
24 bonuses, commissions, and other compensation of any kind that Plaintiff may have against the  
25 Releasees; and

26 i. Any and all claims for attorneys' fees and costs.

27 42. Plaintiff acknowledges that claims may hereafter be discovered that are in addition  
28 to or different from those that are now known or believed to exist with respect to the subject

1 matter of this Settlement and which, if known or suspected at the time of executing this  
2 Settlement Agreement, may have materially affected the decision to execute this Settlement  
3 Agreement. Plaintiff understands that she is waiving as to the Released Claims all rights and  
4 benefits afforded by Section 1542 of the California Civil Code, which provides:

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

9 43. As of the date of the Judgment, and except as otherwise provided by this  
10 Agreement, Class Counsel and any counsel associated with Class Counsel waive any and all  
11 claims to any further costs and attorneys' fees and expenses other than specified herein against  
12 Defendant and the Released Parties arising from the Action (the "Class Counsel's Released  
13 Claims").

14 44. The parties intend that the judgment pursuant to California Rule of Court 3.769(h)  
15 entered by the Court shall be final and binding upon all Settlement Class Members (including  
16 Plaintiff).

17 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

18 45. Class Counsel shall promptly prepare and file with the Court a motion for  
19 preliminary approval and determination by the Court as to the fairness, adequacy, and  
20 reasonableness of this Settlement within twenty-one (21) business days after execution of this  
21 Stipulation. The motion for preliminary approval shall request entry of a preliminary order which  
22 would accomplish the following:

- 23 a. Schedule a fairness hearing on the question of whether the proposed Settlement,  
24 including payment of attorneys' fees and costs and the Plaintiff's enhancement  
25 award, should be finally approved as fair, reasonable, and adequate as to the  
26 Settlement Class Members;
- 27 b. Certify a Settlement Class for all claims;
- 28 c. Certify this action under California Code of Civil Procedure §382 as a class  
action for purposes of settlement;

- 1 d. Approve as to form and content the proposed Class Notice;
- 2 e. Direct the mailing of the Class Notice by first class mail to the Settlement
- 3 Class Members;
- 4 f. Preliminarily approve the Settlement subject only to the objections of
- 5 Settlement Class Members and final review by the Court;
- 6 g. Preliminarily approve the Claims Administrator and approve payment of
- 7 the charges of the Claims Administrator Fees pursuant to the terms of this Stipulation;
- 8 h. Preliminarily approve Class Counsel's request for Attorneys' Fees and
- 9 Attorneys' Costs subject to final review of the Court;
- 10 i. Preliminarily approve Class Counsel's request for Plaintiff's Service
- 11 Award; and
- 12 j. Enjoin Settlement Class Members from initiating or prosecuting any
- 13 proceeding on any claim to be released, unless and until the Class Member opts out of the class.

14 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

- 15 46. Plaintiff has amended the Complaint to reflect new class period and claims to be
- 16 released.
- 17 47. Plaintiff shall submit a motion for final approval pursuant to the timeline outlined
- 18 by the Court, Plaintiff will file with the Court a motion for award of the Service Award,
- 19 Attorneys' Fees, and Attorneys' Costs pursuant to the Settlement and a motion for final approval
- 20 of the Settlement, the LWDA Payment, and payment of the Settlement Administrator's
- 21 reasonable fees and expenses.
- 22 48. Following final approval of the Settlement provided for in this Stipulation, Class
- 23 Counsel will submit a proposed final order:
- 24 a. Approving the Settlement, adjudging the terms thereof to be fair,
- 25 reasonable, and adequate, and directing consummation of its terms and provisions;
- 26 b. Approving Class Counsel's application for an award of Attorneys' Fees
- 27 and reimbursement of Attorneys' Costs;
- 28 c. Approving Plaintiff's Service Award;

1 d. Releasing all claims against Defendant and the Releasees during the Class  
2 Period on behalf of Settlement Class Members; and

3 e. Entering Final Judgment consistent with California Rule of Court 3.769(h).

4 **PARTIES' AUTHORITY**

5 49. The signatories hereto hereby represent that they are fully authorized to enter into  
6 this Stipulation and bind the Parties to the terms and conditions of the Settlement.

7 **MUTUAL FULL COOPERATION**

8 50. The Parties agree to fully cooperate with each other to accomplish the terms of this  
9 Stipulation, including but not limited to, execution of such documents and to take such other  
10 action as may reasonably be necessary to implement the terms of this Stipulation. The Parties to  
11 this Stipulation shall use their best efforts, including all efforts contemplated by this Stipulation  
12 and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate  
13 this Stipulation and the terms set forth herein. As soon as practicable after execution of this  
14 Stipulation, Class Counsel shall, with the assistance and cooperation of Defendant and its  
15 counsel, take all necessary steps to secure the Court's final approval of this Stipulation.

16 **NO PRIOR ASSIGNMENTS**

17 51. The Parties represent, covenant, and warrant that they have not directly or  
18 indirectly, assigned, transferred, encumbered, or purported to assign, or transfer to any person or  
19 entity any portion of any liability, claim, demand, action, cause of action, or rights herein released  
20 and discharged except as set forth herein.

21 **NO ADMISSION**

22 52. Nothing contained herein, nor the consummation of this Stipulation, is to be  
23 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part  
24 of Defendant. Nothing contained herein, nor the consummation of this Stipulation, is to be  
25 construed or deemed an admission of the accuracy of any fact or allegation against it, or that the  
26 Action or claims asserted therein could properly be treated as class claims for any purpose other  
27 than settlement. Defendant specifically denies any form of liability or the accuracy of any fact or  
28 allegation against it, and specifically denies the propriety of class treatment of any of the claims

1 or allegations asserted in the Action except for purposes of settlement. Each of the Parties hereto  
2 has entered into this Stipulation with the intention to avoid further disputes and litigation with the  
3 attendant inconvenience and expenses.

4 53. If the Court does not grant final approval of the Settlement or grants final approval  
5 conditioned on any material change to the Settlement (including, but not limited to, the scope of  
6 release for Participating Class Members), then the Settlement will be null and void, and the  
7 Parties will have no further obligations under the Settlement, including any obligation by  
8 Defendant to pay GFV or any amounts that otherwise would have been owed under this  
9 Agreement, except that Defendant will pay the Settlement Administrator's reasonable fees and  
10 expenses incurred as of the date that the Settlement becomes null and void under this paragraph.  
11 In such an event, the Parties to this Agreement shall stand in the same position, without prejudice,  
12 as if the Agreement had been neither entered nor filed with the Court, with Plaintiff's individual  
13 claims proceeding in arbitration and the matter proceeding forward in Court as a PAGA  
14 representative action. However, an award by the Court of a lesser amount than that sought by  
15 Plaintiff and Class Counsel for the Class Representative Payment, the Attorneys' Fees, or the  
16 Attorneys' Costs, will not constitute a material modification to the Settlement within the meaning  
17 of this paragraph however, Plaintiff's counsel retains the right to file an appeal.

18 54. If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any  
19 other motion, petition, or application, the reviewing court vacates, reverses, or modifies the  
20 Judgment such that there is a material modification to the Settlement (including, but not limited  
21 to, the scope of release for Participating Class Members), and that Court's decision is not  
22 completely reversed and the Judgment is not fully affirmed on review by a higher court, then  
23 either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do  
24 by giving written notice to the other Party, and the Court not later than fourteen (14) days after  
25 the reviewing court's decision vacating, reversing, or materially modifying the Judgment  
26 becomes final. A vacation, reversal, or modification of the Court's award of the Class  
27 Representative Payment or the Attorneys' Fees or the Attorneys' costs will not constitute a  
28 vacation, reversal, or material modification of the Judgment within the meaning of this paragraph,

1 provided that Defendant's obligation to make payments under the Settlement will remain limited  
2 by the GFV.

### 3 **RESCISSION**

4 If ten percent (10%) or more of the Class Members request exclusion from the Settlement,  
5 Defendant shall have the option to rescind this Agreement. In the event of such rescission, all  
6 parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement  
7 had been neither entered into nor filed with the Court. In addition, Defendant will pay the  
8 Settlement Administrator's reasonable fees and expenses incurred as of the date of the rescission.

### 9 **CONSTRUCTION**

10 55. The Parties agree that the terms and conditions of this Stipulation are the result of  
11 lengthy, intensive arms-length negotiations between the Parties and were arrived at after a  
12 mediation session. The Parties further agree that this Stipulation shall not be construed in favor  
13 of or against any Party by reason of the extent to which any party or her, or its counsel  
14 participated in the drafting of this Stipulation.

### 15 **CAPTIONS AND INTERPRETATIONS**

16 56. Paragraph titles or captions contained herein are inserted as a matter of  
17 convenience and for reference, and in no way define, limit, extend, or describe the scope of this  
18 Stipulation or any provision hereof. Each term of this Stipulation is contractual and not merely a  
19 recital.

### 20 **MODIFICATION**

21 57. This Stipulation may not be changed, altered, or modified, except in writing and  
22 signed by the Parties hereto, and approved by the Court. This Stipulation may not be discharged  
23 except by performance in accordance with its terms or by a writing signed by the Parties hereto.

### 24 **INTEGRATION CLAUSE**

25 58. This Stipulation contains the entire agreement between the Parties relating to the  
26 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,  
27 understandings, representations, and statements, whether oral or written and whether by a Party or  
28 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in

1 writing.

2 BINDING ON ASSIGNS

3 59. This Stipulation shall be binding upon and inure to the benefit of the Parties and  
4 their respective heirs, trustees, executors, administrators, successors, and assigns.

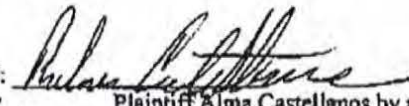
5 CLASS SIGNATORIES

6 60. It is agreed, that because of the large number of Settlement Class Members, it is  
7 impossible or impractical to have each Settlement Class Member execute this Stipulation. The  
8 Class Notice will advise all Settlement Class Members of the binding nature of the release and  
9 such shall have the same force and effect as if this Stipulation were executed by each member of  
10 the Settlement Class.

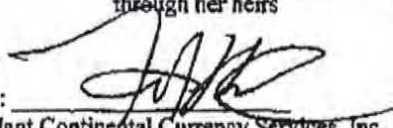
11 COUNTERPARTS

12 61. This Stipulation may be executed in counterparts, and when each party has signed  
13 and delivered at least one such counterpart, each counterpart shall be deemed an original, and,  
14 when taken together with other signed counterparts, shall constitute one Stipulation, which shall  
15 be binding upon and effective as to all Parties.

16 DATED: ~~January~~ <sup>February</sup> 17, 2017

Signed:   
By: Plaintiff Alma Castellanos by and  
through her heirs

19  
20 DATED: January 11, 2017

Signed:   
Defendant Continental Currency Services, Inc.  
By: Fred Kurik  
Its: President



1 writing.

2 **BINDING ON ASSIGNS**

3 59. This Stipulation shall be binding upon and inure to the benefit of the Parties and  
4 their respective heirs, trustees, executors, administrators, successors, and assigns.

5 **CLASS SIGNATORIES**

6 60. It is agreed, that because of the large number of Settlement Class Members, it is  
7 impossible or impractical to have each Settlement Class Member execute this Stipulation. The  
8 Class Notice will advise all Settlement Class Members of the binding nature of the release and  
9 such shall have the same force and effect as if this Stipulation were executed by each member of  
10 the Settlement Class.

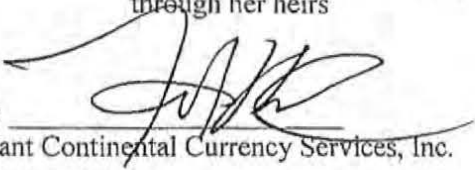
11 **COUNTERPARTS**

12 61. This Stipulation may be executed in counterparts, and when each party has signed  
13 and delivered at least one such counterpart, each counterpart shall be deemed an original, and,  
14 when taken together with other signed counterparts, shall constitute one Stipulation, which shall  
15 be binding upon and effective as to all Parties.

16  
17 DATED: January \_\_, 2017

Signed: \_\_\_\_\_  
By: Plaintiff Alma Castellanos by and  
through her heirs

18  
19  
20 DATED: January 11, 2017

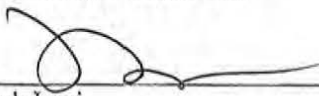
Signed:   
Defendant Continental Currency Services, Inc.  
By: Fred Kunik  
Its: President

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APPROVED AS TO FORM AND CONTENT:

DATED: ~~January~~ <sup>Feb</sup> 17, 2017

LAVI & EBRAHIMIAN, LLP

By:   
Joseph Lavi  
Attorney for Plaintiff Alma Castellanos

DATED: ~~January~~ <sup>Feb</sup> 17, 2017

LAW OFFICES OF SAHAG MAJARIAN II

By:   
Sahag Majarian II  
Attorney for Plaintiff Alma Castellanos

DATED: January \_\_, 2017

LATHROP & GAGE, LLP

By: \_\_\_\_\_  
Lauren Katunich  
Attorney for Defendant Continental Currency  
Services, Inc.

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APPROVED AS TO FORM AND CONTENT:

DATED: January \_\_, 2017

LAVI & EBRAHIMIAN, LLP

By: \_\_\_\_\_  
Joseph Lavi  
Attorney for Plaintiff Alma Castellanos


DATED: January \_\_, 2017

LAW OFFICES OF SAHAG MAJARIAN II

By: \_\_\_\_\_  
Sahag Majarian II  
Attorney for Plaintiff Alma Castellanos

DATED: January 13, 2017

LATHROP & GAGE, LLP

By:   
Lauren Katunich  
Attorney for Defendant Continental Currency  
Services, Inc.

# **EXHIBIT A**

**NOTICE OF CLASS ACTION SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.**

**YOU DO NOT HAVE TO DO ANYTHING TO RECEIVE YOUR SETTLEMENT SHARE.**

*This is a Court-authorized notice. This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit that affects your rights.
- The settlement will provide up to \$694,500.00 to pay claims from those who do not exclude themselves from the settlement.
- The Court has not decided whether to grant final approval to the settlement. Payments will be made only after the Court approves the settlement and any appeals are resolved. Please be patient. Please do not contact the court regarding this Notice.
- Your legal rights are affected whether you act or do not act.
- **No adverse action will be taken against anyone for participating under this settlement. Continental Currency supports the settlement and encourages all eligible class members to receive their share.**

<b>YOUR RIGHTS AND OPTIONS REGARDING THE SETTLEMENT</b>	
<b>You may:</b>	<b><u>What will happen:</u></b>
<b>Request to be excluded from the settlement</b>	You will not receive any payment. You will retain the right to file your own lawsuit for the same claims. See Section 12 below.
<b>Object to the terms of the settlement</b>	The Court will consider your objection. If the court overrules your objection, you will still be bound by the terms of the settlement. See Section 13 below.

**Do nothing**

**You will get your payment**, and give up the right to bring your own lawsuit for the same claims. See Section 15 below.

## BASIC INFORMATION

### 1. Why did I receive this Notice?

The employment records of Continental Currency Services, Inc. (“the Company”) show that you have worked in a non-exempt hourly position, between July 28, 2012 and \_\_\_\_\_, 2017 [preliminary approval date]. A settlement has been reached in a class action lawsuit against the Company that affects your rights.

### 2. What is this class action about?

This lawsuit, known as *Castellanos vs. Continental Currency*, Case No. BC567362, alleges that the Company failed to (a) provide meal and rest breaks; (b) pay wages, including minimum or overtime wages; (c) comply with timekeeping records requirements; (d) pay compensation due upon termination in violation of Labor Code §§ 201-3; and (e) provide complete or accurate wage statements in violation of Labor Code § 226(a).

### 3. How does the Company respond?

The Company has denied and continues to deny all of the allegations in the lawsuit. It contends that it has complied with the California Labor Code, and all similar federal and state laws. The Company further contends that this lawsuit could not be maintained as a class action if it were litigated rather than settled.

### 4. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The Class Representative in this case is Alma Castellanos. The employees she represents are the “Class” or “Class Members.” The Class Representative is called the “Plaintiff” and all the Class Members are called the “Plaintiff Class.” Continental Currency Services, Inc. is called the “Defendant.” One court resolves the issues for everyone in the Class, except for those people who request to exclude themselves from the Class.

### 5. Why is this lawsuit being settled?

After good-faith settlement negotiations presided over by a private mediator, the Class Representative and the Company have agreed to settle this case rather than go to trial. The settlement represents a compromise of highly-disputed claims and is not an admission that the Company violated the law. The parties and their attorneys believe the settlement is in the best interests of the Class, given the risks and expense of going to trial.

### 6. Has the Court decided who is right?

No. The Court has not decided anything yet, only that you should get a copy of this Notice so that you can review the settlement and determine whether you want to participate in the settlement, object to it, or exclude yourself from the settlement.

**7. Who is the Settlement Administrator?**

The Settlement Administrator is an independent third party appointed by the Court to send this notice, process and issue settlement checks, and otherwise administer the settlement. The Court has approved CPT, Inc. to be the Settlement Administrator in this case. You may contact the Settlement Administrator to provide updated contact information, make corrections regarding your employment information at the Company, or ask questions regarding the processing of settlement awards. You may contact the Settlement Administrator at:

Castellanos/ Continental Currency Settlement Administrator  
c/o \_\_\_\_\_

\_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**YOUR RIGHTS AND OPTIONS**

**8. Am I part of this Class?**

In preliminarily approving the settlement, the Court defined the Class to include all non-exempt employees who have been employed by the Company as hourly non-exempt employees at any time from July 28, 2012 through \_\_\_\_\_, 2017. The Company's records indicate that you are a Class Member.

**9. What does the settlement generally provide?**

The Company has agreed to make a payment to all Class Members without having to do anything. In return, Class Members who do not timely request to be excluded from the settlement will release any claims they might have against the Company that were raised in the lawsuit based on the facts that were alleged or could have been alleged in the lawsuit, including minimum wage and overtime claims, meal breaks and rest breaks, failure to pay all wages upon termination, and failure to provide accurate wage statements. For more information about your estimated payment from the settlement fund and the way it was calculated, see Sections 11 and 24 below. For more information about the claims being released as part of the settlement, see Section 27 below.

**10. How do I receive money under the settlement?**

**You do not have to do anything to receive your settlement share.**

**11. What is my estimated share of the settlement?**

**The estimated gross share you will receive under the settlement if you are a participating Class Member is preprinted on your customized Allocation Form accompanying this Notice. The actual amount you receive may be higher or lower than this amount.**

## 12. How do I request to be excluded from the settlement?

If you wish to be excluded from the settlement, you must write to the Settlement Administrator at the address specified above in Section 7 and request to be excluded. Your request must include: (1) your name, (2) the last four digits of your social security number, (3) your address, (4) stating the following statement or similar statement "I wish to exclude myself from the settlement reached in the matter of *Castellanos vs. Continental Currency*. I understand by excluding myself, I will not receive any money from the settlement reached in this matter." and (5) your dated signature. To be effective, your request must be postmarked (if mailed), faxed, or emailed to the Settlement Administrator no later than <<date>>.

If you do not complete and timely submit a valid request to be excluded from the settlement, you will be bound by all terms and conditions of the settlement, including its release of claims. If you do submit a timely and valid request to be excluded, you will no longer be a Class Member, you will not receive any money from the settlement, and you will be barred from participating in any portion of the settlement, but you will retain the right to sue the Company separately for the same legal claims contained in this lawsuit.

## 13. May I object to the settlement?

If you believe the settlement is unfair or inadequate, you may object, personally or through an attorney at your own expense, by mailing a copy of your objection to the Settlement Administrator at the address set forth above in Section 7. You cannot object to the settlement **and** exclude yourself from the settlement.

Your objection must include: (1) your full name, (2) your address; (3) dates of your employment during the class period; (4) in clear concise terms, the reason why you object to the settlement; (5) a statement of whether you intend to appear at the final approval hearing; (6) your dated signature; (7) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number, (8) whether you intend to appear at the final approval hearing, and (9) the name of the case and case number, *Castellano vs. Continental Currency*, Case No. BC567362. To be effective, your objection must be postmarked no later than <<date>>. Do not telephone the Court or the Company's counsel.

If the Court rejects your objection, you will still be bound by the terms of the settlement, and you will not then be able to exclude yourself from the settlement.

## 14. When will I receive my payment?

The settlement payments will be paid no earlier than sixty (60) calendar days after final court approval of the settlement if all rights to appeal or review are exhausted or any appeal or review has been resolved in favor of the settlement.

## 15. What if I do nothing?

If you do nothing, you will receive your settlement share and you will give up any rights you would otherwise have to sue the Company for the claims described below in Section 27 under claims released.



## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

The Court has determined that Joseph Lavi, Esq. of Lavi & Ebrahimian, LLP, and Sahag Majarian, II, of Law Offices of Sahag Majarian, II are qualified to represent you and all Class Members. The lawyers for these firms are called "Class Counsel." They are experienced in handling similar cases. Their contact information is provided at the end of this Notice.

### 17. May I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. Nonetheless, you may hire your own lawyer if you wish. If you hire your own lawyer, however, you are responsible for paying for that lawyer.

### 18. How will Class Counsel be paid?

You do not have to pay Class Counsel's fees and costs. The fees and expenses that the Court approves will be paid by the Company. More information about the attorneys' fees and costs is contained in Section 22 below.

## TERMS OF THE SETTLEMENT

### 19. What has the Company agreed to do?

The Company has agreed to pay a maximum amount of \$694,500.00. Subject to the Court's approval, this will include a Class Representative Payment of \$2,500 to Plaintiff Castellanos. This maximum amount also will be used to pay the settlement administration costs, and Class Counsel's attorneys' fees and costs as awarded by the Court. These payments are discussed in Sections 20-24 below.

### 20. What is a "Class Representative Payment"?

In class actions such as this one, a court may provide the Class Representative a "class representative payment" in recognition of the time, effort and risks the Class Representative took to prosecute the class action and the Class Representative's execution of a general release of all claims. Plaintiff Castellanos will request that the Court approve a Class Representative Payment of \$2,500. This Class Representative Payment, if approved by the Court, will be deducted from the maximum payment.

### 21. How much will the attorneys get?

Class Counsel and/or Plaintiff will seek approval from the Court for payment of attorneys' fees in an amount up to 33% of the maximum payment or \$229,185, plus costs not to exceed \$11,000.00. These amounts, if approved by the Court, will be deducted from the maximum payment. Class Counsel believe the amounts they are requesting for attorneys' fees and costs are fair and reasonable. The Company will not oppose the request for these amounts. Class Members are not personally liable for any fees and costs.

## 22. How much will it cost to administer the Settlement?

It is estimated that it will cost approximately \$14,000.00 for the Claims Administrator to fully administer the settlement.

## 23. How will the settlement funds be distributed and my share calculated?

If the Court approves the settlement as proposed, the amount available for distribution to participating Class Members will be the Net Settlement Amount.

Each Class Member's recovery will be based on a formula that computes a dollars-per-Hours Worked, multiplied by the number of hours worked by the Class Member during the Class Period. The amount of each Class Member's recovery will depend on (a) the size of the Net Settlement Amount as finally approved by the Court and (b) the number of hours worked by each Class Member worked during the Class Period.

The Net Settlement Amount will be different from this amount if the Court does not approve the requested amounts for Class Counsel's attorneys' fees, Class Counsel's litigation costs, the Class Representative's payment, or if the cost of administering the Settlement is different than estimated.

Under the settlement, the Company will pay out the maximum payment of \$694,500.00 in its entirety. No portion of the maximum payment will remain with, or revert back to, the Company, even if some Class Members do not cash their settlement checks.

## 24. Will I have to pay taxes on my award?

Fifteen percent (15%) of each "Settlement Share" represents payment in settlement of wage claims, and will be reduced by applicable payroll tax withholdings and deductions (with the employer's share of legally required payroll taxes to be deducted from the Gross Settlement Amount), reported by the Settlement Administrator on IRS Form W-2. The remaining eighty-five percent (85%) of each Settlement Share represents payment in settlement of non-wage claims for interest and penalties, will not be reduced by payroll tax withholdings and deductions, and will be reported by the Settlement Administrator on IRS Form 1099. **You will be responsible for correctly characterizing this compensation for tax purposes and paying any taxes that may be due on the payment you receive.**

You should consult a tax professional for more information about your own specific situation.

## 25. What if I dispute the number of my worked hours as listed on the Allocation Form?

The Allocation Form enclosed with this Notice lists the number of hours you worked in California during the Class Period, according to the Company's records. If you wish to challenge the number of pay periods listed on your Allocation Form, you may do so by submitting a written challenge to the Settlement Administrator, along with the signed Allocation Form, by \_\_\_\_\_, 2017 (within 45 days of the date of initial mailing of this Notice). The Settlement Administrator will evaluate the evidence you submit and, after reviewing the Company's records, the Settlement Administrator, together with the parties' counsel, will attempt to informally resolve the dispute as to your correct number of workweeks. Unresolved disputes will be decided by the Settlement

Administrator, subject to final approval by the Court. If you dispute the number of pay periods, you may consult with Class Counsel about your disputed claim.

## RELEASE OF CLAIMS

### 26. What claims are being released as part of the settlement?

If you do not submit a timely request to be excluded from the settlement, you will be giving up your right to bring a legal claim against the Company for the same claims, or similar claims, as those encompassed by this lawsuit, whether you know about those claims or not. Specifically, the parties' Settlement Agreement contains the following release provision as to the Released Claims:

“The Released Claims include all claims which relate to the allegations and claims asserted in the Action, including claims based on: (a) Defendant’s failure to provide meal and rest breaks; (b) Defendant’s failure to pay wages, including minimum or overtime wages; (c) Defendant’s failure to comply with timekeeping records requirements; (d) Defendant’s failure to pay compensation due upon termination in violation of Labor Code §§ 201-3; (e) incomplete or inaccurate wage statements in violation of Labor Code § 226(a); (f) derivative claims for unfair business practices based on the foregoing in violation of § 17200 of California Business and Professions Code; and (g) derivative Private Attorney General Claims based on the foregoing in violation of Labor Code § 2699, and all facts arising in the Complaint, First Amended Complaint, and/or Second Amended Complaint from July 28, 2012 through the date of preliminary approval.”

## FINAL SETTLEMENT APPROVAL HEARING

### 27. When will the Court consider whether to finally approve the settlement?

The Court will hold a hearing in Department 311 of the Los Angeles County Superior Court, located at 600 S. Commonwealth Avenue, Los Angeles, CA 90005, on \_\_\_\_\_, 2017 at \_\_\_\_\_.m, to decide whether to finally approve the settlement as fair, reasonable, and adequate. At that time, the Court also will be asked to approve Class Counsel’s request for attorneys’ fees and reimbursement of costs, and the Class Representative Payment.

**It is not necessary for you to appear at this hearing.** If you have timely submitted an objection to the settlement and a notice of intent to appear, you may appear at the hearing to argue your objection to the Court, or have an attorney represent you at the hearing at your own expense, but only if by \_\_\_\_\_, 2017, you have submitted a notice to the Settlement Administrator of your intent to appear at the hearing, in accordance with the instructions above.

The hearing may be postponed without further notice to the Class. If the settlement is not approved, the lawsuit will continue to be prepared for trial or other judicial resolution.

## FURTHER INFORMATION

### 28. How do I get more information?

This Notice provides a summary of the basic terms of the settlement. If you have more questions about this Notice or this lawsuit, you can contact Class Counsel, whose contact information is below, or the Settlement Administrator at 1-\_\_\_\_\_:

Joseph Lavi, Esq.  
LAVI & EBRAHIMIAN, LLP  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, CA 90211  
Telephone: (310) 432-0000  
Facsimile: (310) 432-0001  
Email: [Jlavi@lelawfirm.com](mailto:Jlavi@lelawfirm.com)

Sahag Majarian II, Esq.  
LAW OFFICES OF SAHAG MAJARIAN, II  
18250 Ventura Boulevard  
Tarzana, California 91356  
Telephone: (818) 609-0807  
Facsimile: (818) 609-0892

For the settlement's complete terms and conditions, please consult the detailed Joint Stipulation of Class Settlement and Release. The settlement documents and other pleadings and documents on file with the Court may be viewed electronically. If you wish to review the Court's docket in this case, you may do so by visiting the Court's public access website. To do this, direct your browser to [www.lasuperiorcourt.org](http://www.lasuperiorcourt.org), click on Divisions, and click on the "Civil" and then on "Case Summary" hyperlink at the top. Where it says "enter the case number," type BC567362. Your browser will be directed to information regarding this case. You may view the Court's docket from here, including but not limited to documents filed with the Court (on the "Register of Actions"), rulings and orders, and other information.

### IMPORTANT:

- 1. PLEASE DO NOT TELEPHONE THE COURT OR THE COMPANY'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**
- 2. If you move to a different address, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment.**

# **EXHIBIT B**

**ALLOCATION FORM**

*Castellanos vs. Continental Currency Services, Inc.*  
Los Angeles Superior Court No. BC567362

**YOU DO NOT HAVE TO RETURN THIS FORM TO RECEIVE MONEY.**

**HOWEVER, YOU MUST RETURN THIS FORM IF:**  
*YOUR PERSONAL INFORMATION IN SECTION A IS INCORRECT, OR YOU DISAGREE WITH  
THE EMPLOYMENT INFORMATION IN SECTION B*

**SECTION A**

**PERSONAL INFORMATION**

**Name:**  
**Address1**  
**Address2**  
**City, State, Zip**

*Correct Information:*  
Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**If any of the personal information above is incorrect, YOU MUST provide the correct information in the space provided and return this page to the Settlement Administration at the address shown below.**

**SECTION B**

**EMPLOYMENT INFORMATION**

Based upon employment records provided by Continental Currency Services, Inc. ("Continental" or "Company"), (1) you were employed for a period of time between July 28, 2012 and \_\_\_\_\_; and worked as a non-exempt employee for a total of \_\_\_\_\_ hours. **Based upon this determination, your anticipated settlement share is \$ \_\_\_\_\_.**

\*\*\*\*\*

**If any of the employment information above is incorrect, YOU MUST provide the correct information in the space provided below and return this page to the Settlement Administration at the address shown below.**

**Complete this section *ONLY IF* you believe that the information set forth in Section B is inaccurate:**

I worked as a non-exempt employee between July 28, 2012 and \_\_\_\_\_ for a total of \_\_\_\_\_ hours. I have included copies of documentation in my possession which supports this number with this document.

When you return this Form to the Settlement Administration, you *MUST* also send documentation that supports or relates to the information that you dispute in Section B. The portion of the form *MUST* be returned to the Settlement Administrator noted below no later than \_\_\_\_\_.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

\*\*\*\*\*

IF YOU NEED TO RETURN ANY PART OF THIS FORM TO THE SETTLEMENT ADMINISTRATOR, PLEASE MAIL IT TO THE FOLLOWING ADDRESS

*Castellanos vs. Continental Currency Services, Inc.*

ATTENTION: Settlement Administrator

c/o \_\_\_\_\_

P.O. Box \_\_\_\_\_

**Your share of the Settlement will be mailed to you at the address provided if the Court grants final approval of the Settlement. It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your share of the Settlement.**