

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

APR 13 2021

Sherri R. Carter, Executive Officer/Clerk of Court

1 LAW OFFICE OF MARK MAZDA  
MARK MAZDA, SB# 181419  
2 2601 Main Street, Suite 1200  
Irvine, California 92614  
3 telephone (949) 222-9182  
facsimile (949) 222-9199

4 Attorneys for Plaintiffs  
5 Christina Harvey, Dyrius Groomes, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins, and the Plaintiff class

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

10 Christina Harvey; Dyrius Groomes; Tyrie)  
11 Dedrick; Armond Person; and Anthony)  
12 Logan, on behalf of Themselves and the  
Class; Deron Hollins,

CASE NO. BC609540  
Date Action Filed: February 8, 2016  
Trial Date: Not Yet Set

13 Plaintiffs,

Assigned for all purposes to:  
Honorable Carolyn B. Kuhl  
Department 12

14 vs.

15 Check Into Cash, Inc., an entity of unknown)  
16 form; Check Into Cash of California, Inc., an  
entity of unknown form; and Does 1 to 10,  
17 inclusive,

DECLARATION OF MARK MAZDA  
SUPPORTING PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS-  
ACTION SETTLEMENT

18 Defendants.

Hearing  
Date: April 20, 2021  
Time: 10:30 a.m.  
Dept: 12

LAW OFFICE OF MARK MAZDA  
ATTORNEY AT LAW  
2601 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-9182

COPY

1 I, Mark Mazda, hereby declare:

2 1. I am counsel of record for the Plaintiffs in this case. I have personal knowledge of the facts set  
3 forth in this declaration, and if I were called and sworn as a witness in this action, I could and would  
4 testify competently thereto.

5 2. I am licensed to practice law in all of the State Courts in the State of California, and I have been  
6 continuously so licensed since December 1995. I am also admitted to practice in the U.S. District Court  
7 for the Central District of California, the U.S. District Court for the Southern District of California, and  
8 the Ninth Circuit. I have also been admitted to practice *pro hac vice* outside of California, including in  
9 North Carolina, Nevada, and in the U.S. District Court of Arizona.

10 3. The named Plaintiffs in this case are Christina Harvey, Dyrius Groomes, Tyrie Dedrick, Anthony  
11 Logan, and Deron Hollins. They are all African Americans. I know this because I have personally met  
12 with and spoken in person with all of them.

13 4. Defendants in this case are Check Into Cash, Inc. and Check Into Cash of California, Inc.  
14 (collectively, "Check Into Cash" or "Defendants").

15 5. Attached hereto as Exhibit 2 is a true and correct copy of Defendant Check Into Cash of  
16 California, Inc.'s verified written discovery responses to Plaintiff Christina Harvey's First Set of  
17 Specially Prepared Interrogatories. In those written responses, Check Into Cash of California, Inc.  
18 includes the actual interrogatories prior to each of its responses to those interrogatories. Thus, in the  
19 interest of brevity, I do not include the document that contains just the interrogatories (i.e., the  
20 propounding document), as the attached verified responses contain the text of those interrogatories.

21 6. Attached hereto as Exhibit 3 is a true and correct copy of the introductory pages, the pages cited  
22 in the moving papers on this motion, and the final pages of the deposition transcript for the person most  
23 knowledgeable deposition of Check Into Cash of California, Inc. The PMK deponent was Marina Foley,  
24 who testified that she is an executive for Check Into Cash of California, Inc. I took this deposition. And  
25 I have kept this deposition transcript at my law office in accordance with my firm's policy for retaining  
26 documents in the regular course of business.

27 7. In its verified discovery responses to special interrogatories, Check Into Cash of California, Inc.  
28 stated that it owns operates 176 stores throughout California that are engaged in the business of offering

1 payday loans, online payday advances, title loans, bill payment services, check cashing, reloadable  
2 prepaid debit cards, money transfers, and money order services to the general public. (*See* Exhibit 2  
3 hereto at response to special interrogatory no. 1.) However, Ms. Foley testified that, at the time of her  
4 deposition, Check Into Cash only operated 172 stores in California. (*See* Exhibit 3 at 80:6-9.) Defendant  
5 Check Into Cash of California, Inc. is a subsidiary of Defendant Check Into Cash, Inc. (*See* Exhibit 2  
6 hereto at response to special interrogatory no. 20.)

7 8. Attached hereto as Exhibit 1 is a true and correct copy of the Stipulation of Settlement in this  
8 case that was finalized and signed by all named parties and all counsel in this case.

9 9. The prospective settlement class are all African Americans who have entered into a locked Check  
10 Into Cash store in the State of California from February 9, 2012 to the present.

11 10. For the Court’s ease of reference, a conformed, filed-stamped copy of the complaint is attached  
12 hereto as Exhibit 4.

13 11. Based upon the PMK deposition testimony of Check Into Cash of California, Inc., Defendants  
14 have 40 stores that are locked during normal business hours.

15 12. There is a dispute between the parties as to the ID process necessary to get into those stores (i.e.,  
16 what Defendants call buzzer stores or locked stores). Plaintiffs contend that this process is racially  
17 discriminatory to African Americans — either overtly (e.g., requiring it just for African Americans) or  
18 via a disparate impact (e.g., requiring the ID process more for African Americans than for non-African  
19 Americans, akin to police profiling of African Americans). Plaintiffs contend that this is racial  
20 discrimination pure and simple. However, it only applies to the 40 locked/buzzer stores. It does not apply  
21 to all of Defendants’ California stores, as anyone can walk right into those stores during normal business  
22 hours.

23 13. Via their pleadings, discovery responses, and discussions with their counsel, I understand that  
24 Defendants, on the other hand, contend that they do not discriminate based upon race — in the ID  
25 process or otherwise. They maintain that they implemented the locked/buzzer stores solely to combat  
26 crime, including robberies, the loss of money caused thereby, and the injuries and even deaths caused  
27 thereby. Defendants further maintain that they do not discriminate in the ID process at their  
28 locked/buzzer stores.

1 14. The parties engaged in discovery. Defendants took the deposition of each named Plaintiff, except  
2 for Armond Person. Plaintiffs propounded written discovery, including requests for production of  
3 documents to each Defendant, specially prepared interrogatories to each Defendant, and form  
4 interrogatories to each Defendant. Plaintiffs also deposed the person most knowledgeable at Check Into  
5 Cash of California, Inc. on various topics.

6 15. Plaintiffs filed a motion for class certification. Defendants filed opposition papers. Plaintiffs filed  
7 reply papers. The Court presided over an initial hearing on the motion. During the hearing, the Court did  
8 not grant or deny the motion. Rather, the Court had comments on areas on which it wanted to see further  
9 evidence and briefing. At that hearing, the Court also suggested that this case might be one in which a  
10 creative settlement might be something that would resolve the issues presented by the case. The Court  
11 set an OSC re further actions in the case.

12 16. Michael Hood and I, who are counsel for the parties, discussed the matter and agreed to conduct  
13 a mediation of the case. The Covid-19 pandemic occurred, and the CA stay-at-home orders were issued.

14 17. Nevertheless, on March 19, 2020, the parties conducted a Zoom mediation with mediator  
15 Mitchell M. Tarighati at ADR Services. For the Plaintiffs, Plaintiff Harvey and Plaintiff Logan  
16 participated on behalf of and represented all the Plaintiffs and the putative Plaintiff class.

17 18. The case did not settle during the mediation. However, the parties made significant progress  
18 toward settlement during the mediation. The mediator continued to discuss settlement with counsel for  
19 the parties via numerous telephone conferences after the mediation ended. These post-mediation  
20 discussions were extensive and took place over months.

21 19. The mediator eventually made a mediator's proposal that was accepted by both sides on May 19,  
22 2020.

23 20. Counsel for the parties then engaged in further extensive negotiations and discussions, and they  
24 eventually agreed upon a Stipulation of Settlement that was finalized and fully executed on March 30,  
25 2021.

26 21. The terms of the settlement are explicitly described in Exhibit 1 hereto, the Stipulation of  
27 Settlement.

28 22. The amount of the named Plaintiff's \$10,000 settlement payments reflect their personal damages

1 for their Unruh Civil Rights claims.

2 23. The enhancement payments of \$10,000 and \$4,500, respectively, to Plaintiffs Harvey and Logan  
3 reflect their involvement in assisting with the prosecution of the this case throughout its investigation,  
4 inception, discovery phase, mediation, and extensive settlement and negotiation process. They both have  
5 been invaluable to me in prosecuting this case.

6 24. The attorney's fees and costs payments contemplated by the settlement, which total \$142,500,  
7 are fair and reasonable, and are less than the lodestar plus actual costs paid out of my pocket to prosecute  
8 the case. I currently intend to file and serve a motion for attorney's fees (including a listing of costs that  
9 I have paid to prosecute this case) to be heard concurrently with the hearing on final approval of the  
10 settlement.

11 25. The settlement contemplated by the Stipulation of Settlement is fair, reasonable and adequate  
12 given the risks of obtaining class certification, the risks of succeeding at trial, and the expense of  
13 continued litigation.

14 26. For instance, class certification would be complicated by *Defendants'* contentions that: there is  
15 not an ascertainable class, Defendants' ID entry policy at its locked stores is not racially discriminatory,  
16 Defendants can not definitively identify which African Americans were even subject to that ID entry  
17 policy at its locked stores during the class period, and Plaintiffs would be unable to ascertain with  
18 certainty which persons are members of the class. To be clear, the statements in this paragraph are  
19 restatements of *Defendants'* contentions, not Plaintiffs' contentions or statements of fact. But these are  
20 contentions that Defendants have maintained throughout this case, and that Plaintiffs would have to deal  
21 with and overcome, if the case does not settle and has to be fully litigated.

22 27. In addition, if class certification were granted, and the case had to go to trial, there would still  
23 be the inherent risks of trial. Proof of Plaintiffs' case at trial would require expert testimony and an  
24 expert survey or other evidence to establish racial discrimination on a systemic basis in the ID entry  
25 policy at Defendants' locked California stores as Plaintiffs allege.

26 28. The settlement also obviates the risk that Plaintiffs and the Class could succeed at trial only to  
27 have Check Into Cash significantly delay payment of the judgment by appeal or even overturn the  
28 judgment on appeal.

1 29. Check Into Cash has approximately 40 stores that are locked during normal business hours, and  
2 there are estimated to be thousands of persons who meet the Class definition.

3 30. I have extensive experience handling all aspects of class-action litigation, including trying class  
4 actions and appellate work in class actions. I have handled numerous class actions. I have tried class  
5 actions to final decision at the trial-court level. And I have performed appellate work in class actions.  
6 And I have been certified as the lead counsel on several class actions. Accordingly, I am more than  
7 qualified to handle this case as a class action, try this case as a class action, and handle any appellate  
8 proceedings in the case that may arise.

9 31. Plaintiff Harvey and Plaintiff Logan do not have any conflicts with the class. They are asserting  
10 claims that are identical to the class. They have been invaluable to me in assisting me prosecute this  
11 case. And I am aware of no conflict of interest that either of them have with the class.

12 32. I have conducted searches regarding similar lawsuits filed against Defendants, and I have not  
13 found any other lawsuits or other cases against Check Into Cash for the relevant Class Period that assert  
14 the same allegations as Plaintiffs assert in this case. Thus, absent a class action, this injury to any one  
15 Class Member will not (or, at a minimum, most likely will not) result in any further individual actions.

16 I declare under penalty of perjury under the laws of the State of California that the foregoing is true  
17 and correct and that this declaration was executed on April 13, 2021 in Irvine, California.

18  
19  
20 

21  
22 \_\_\_\_\_  
Mark Mazda

# **Exhibit 1**

1 LAW OFFICE OF MARK MAZDA  
MARK MAZDA, SB# 181419  
2 2601 Main Street, Suite 1200  
Irvine, California 92614  
3 telephone (949) 222-9182  
facsimile (949) 222-9199  
4  
5 Attorneys for Plaintiffs  
Christina Harvey, Dyrius Grooms, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins, and the Plaintiff class  
6  
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF LOS ANGELES**

10 Christina Harvey; Dyrius Grooms; Tyrie) CASE NO. BC609540  
11 Dedrick; Armond Person; and Anthony) )  
12 Logan, on behalf of Themselves and the) Date Action Filed: February 8, 2016  
Class; Deron Hollins, ) Trial Date: Not Yet Set

13 )  
14 Plaintiffs, ) *Assigned for all purposes to:*  
Honorable Carolyn B. Kuhl  
Department 12

15 vs. )

16 Check Into Cash, Inc., an entity of unknown) **STIPULATION OF SETTLEMENT**  
17 form; Check Into Cash of California, Inc., an) )  
entity of unknown form; and Does 1 to 10,) )  
18 inclusive, )  
19 Defendants. )

20 )  
21 This Stipulation of Settlement is made and entered into by Plaintiffs Christina Harvey and Anthony  
22 Logan, on behalf of the class, and Dyrius Grooms, Tyrie Dedrick, Armond Person, and Deron Hollins,  
23 on behalf of themselves (all of whom are collectively, "Plaintiffs"), on the one hand, and Check Into  
24 Cash, Inc. and Check Into Cash of California, Inc. (collectively, "Check Into Cash"), on the other hand.

25 **I. RECITALS**

26 A. A class action complaint was filed by Plaintiffs. Plaintiffs alleged that Check Into Cash  
27 discriminated against African Americans in how it admitted them into its California stores.

28 B. Check Into Cash answered the complaint and denied its allegations.



1 C. The parties conducted written discovery, including requests for production of documents and  
2 interrogatories, and took depositions, including of the Plaintiffs, and the person most knowledgeable of  
3 Check Into Cash on various topics.

4 D. Counsel for the parties fully briefed a motion for class certification.

5 E. At the initial hearing on the motion for class certification, the Court had some questions for both  
6 Plaintiffs and Check Into Cash on which the Court wanted further briefing.

7 F. At that hearing, the Court also indicated that the parties might want to attempt to try and settle  
8 the case, and creatively resolve the alleged issues presented by the case.

9 G. Subsequently, the parties engaged in a remote video mediation, due to the Covid-19 pandemic  
10 and restrictions. Although the case did not settle at the mediation, the parties made constructive steps  
11 toward settling the case.

12 H. After the mediation ended, in the weeks and months that followed the mediation, the mediator  
13 followed up with counsel for the parties, and eventually made a mediator's proposal that both Plaintiffs  
14 and Check Into Cash accepted.

15 I. There was one outstanding alleged issue, not resolved, by the mediator's proposal, and that  
16 concerned the final language of a policy at Check Into Cash regarding admittance into its California  
17 stores.

18 J. Counsel for the parties met and conferred regarding this policy and eventually came up with a  
19 policy that was agreeable to the Parties.

20 **II. DEFINITIONS**

21 A. As used in this Stipulation and all Exhibits hereto, the following terms have the meanings  
22 specified below:

23 1. "Action" means the case captioned *Christina Harvey; Dyrius Groomes; Tyrie Dedrick;*  
24 *Armond Person; and Anthony Logan, on behalf of Themselves and the Class; Deron Hollins, Plaintiffs,*  
25 *vs. Check Into Cash, Inc., an entity of unknown form; Check Into Cash of California, Inc., an entity of*  
26 *unknown form; and Does 1 to 10, inclusive, Defendants, Los Angeles Superior Court Case Number*  
27 *BC609540.*

28 2. "Check Into Cash" means Defendants Check Into Cash, Inc. and Check Into Cash of

1 California, Inc.

2 3. “Class” or “Class Members” means “all African Americans (or Blacks) who have entered  
3 into a Check Into Cash locked store in the State of California from February 9, 2012 to the present.”

4 4. “Class Counsel” and “Plaintiffs’ Counsel” both mean:

5 Mark Mazda  
6 Law Office of Mark Mazda  
7 2601 Main Street, Suite 1200  
8 Irvine, CA 92614  
9 Tel (949) 222-9182

10 5. “Class Notice” means the “Notice of Class Action Settlement” discussed in § IV. of this  
11 Stipulation and substantially in the form attached as Exhibit A.

12 6. “Class Period” means February 9, 2012 until the entry of judgment in this case.

13 7. “Court” means the Los Angeles Superior Court in which this Action is pending.

14 8. “Defendants” means Check Into Cash.

15 9. “Defendants’ counsel” means:

16 Michael A. Hood  
17 Kathy A. Le  
18 JACKSON LEWIS P.C.  
19 200 Spectrum Center Drive, Suite 500  
20 Irvine, CA 92618  
21 Tel (949) 885-1360

22 10. “Effective Date” means the date on which all conditions of the Settlement have been  
23 satisfied, as provided in § VII.

24 11. “Final Approval Hearing” means the hearing to be held by the Court to consider and  
25 determine whether the proposed settlement of the Action against Check Into Cash as contained in this  
26 Stipulation should be approved as fair, reasonable, and adequate, and whether the Final Order and  
27 Judgment approving the Settlement should be entered.

28 12. “Final Order and Judgment” means the order and judgment entered by the Court:

- a. giving final approval to the terms of this Stipulation as fair, adequate, and reasonable;
- b. providing for the orderly performance and enforcement of the terms and conditions of  
the Stipulation;
- c. discharging the Released Parties of and from all further liability for the Released Claims

1 of the Releasing Parties;

2 d. permanently barring and enjoining the Releasing Parties from instituting, filing,  
3 commencing, prosecuting, maintaining, continuing to prosecute, directly or indirectly, as an individual  
4 or collectively, representatively, derivatively, or on behalf of them, or in any other capacity of any kind  
5 whatsoever, any action in any state court, any federal court, or in any other tribunal, forum, or proceeding  
6 of any kind, against the Released Parties that asserts any Released Claims.

7 e. entering a Final Order and Judgment that is consistent with this Stipulation and  
8 substantially in the form attached as Exhibit C.

9 13. “Notice Plan” means the plan for dissemination of the Class Notice as described in § IV.

10 14. “Party” or “Parties” means Plaintiffs and/or Check Into Cash.

11 15. “Plaintiffs” and “Named Plaintiffs” both mean Christina Harvey, Anthony Logan, Dyrius  
12 Groomes, Tyrie Dedrick, Armond Person, and Deron Hollins.

13 16. “Preliminary Approval Order” means the proposed order preliminarily approving the  
14 Settlement, substantially in the form attached hereto as Exhibit B.

15 17. “Release” means the release set forth in § VI. of this Stipulation.

16 18. “Released Claims” means any and all claims and/or causes of action arising from or related  
17 to this case under any federal, state or local law or administrative order that were pled or could have been  
18 pled in the Action based on the facts alleged in the Action or which arise out of or directly or indirectly  
19 relate to such facts, whether known or unknown, including but not limited to violations of the Unruh  
20 Civil Rights Act, and any other claims whatsoever that were alleged in the instant action or which arise  
21 out of or directly or indirectly relate to such facts, including without limitation all related and derivative  
22 claims for penalties, punitive damages, and restitution or other equitable relief under Business and  
23 Professions Code § 17200 et seq. for the Class Period.

24 19. “Released Party” or “Released Parties” means Check Into Cash, including its present and  
25 former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors,  
26 employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could  
27 be jointly liable with Check Into Cash and its respective present and former parent companies,  
28 subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents,

1 attorneys, insurers, successors and assigns.

2 20. “Releasing Parties” means Plaintiffs and the Class Members.

3 21. “Stipulation of Settlement,” “Settlement,” and/or “Stipulation” means this executed  
4 Stipulation of Settlement, including its attached exhibits.

5 B. All references herein to sections, paragraphs, and exhibits refer to sections, paragraphs, and  
6 exhibits of and to this Stipulation, unless otherwise expressly stated in the reference.

7 **III. SETTLEMENT RELIEF**

8 A. \$10,000 payment to each of the six Named Plaintiffs

9 Defendants will pay each of the six Named Plaintiffs \$10,000 to fully and finally resolve their  
10 individual claims against Defendants. I.e., Defendants will pay: (1) \$10,000 to Christina Harvey; (2)  
11 \$10,000 to Dyrus Grooms; (3) \$10,000 to Tyrie Dedrick; (4) \$10,000 to Armond Person; (5) \$10,000  
12 to Anthony Logan, and (6) \$10,000 to Deron Hollins. This is a total payment of \$60,000. Defendants  
13 will pay said payments within ten (10) calendar days of the Effective Date of the Settlement.

14 B. Enhancement Payments to Harvey and Logan

15 Defendants will also pay an additional enhancement payment to: (1) Christina Harvey in the amount  
16 of \$10,000, and (2) Anthony Logan in the amount of \$4,500. These payments are being made to  
17 compensate them for their work on assisting in prosecuting the case on behalf of the Class. Defendants  
18 will pay said payments within ten (10) calendar days of the Effective Date of the Settlement.

19 C. Check Into Cash’s New Policy

20 As part of the Settlement, Check Into Cash has agreed to implement a new policy at its California  
21 stores, which are locked during normal business hours, on how patrons are admitted. Check Into Cash  
22 has agreed to implement this policy as soon as practicable. A copy of this policy is attached hereto as  
23 Exhibit D.

24 D. Attorney’s Fees and Costs

25 As part of the Settlement, Check Into Cash has agreed to pay Plaintiffs’ Counsel \$142,500 in  
26 attorney’s fees and costs. Defendants will pay said payment within ten (10) calendar days of the  
27 Effective Date of the Settlement.

28 E. Class Notice and Settlement Administration Costs

1 As part of the settlement relief, Check Into Cash will pay for the costs of disseminating the Class  
2 Notice via notice by publication.

3 **IV. NOTICE TO THE CLASS**

4 A. The Class Notice shall conform to all applicable requirements of the California Code of Civil  
5 Procedure, the California Rules of Court, the United States Constitution, and any other applicable law,  
6 and shall be approved by the Court. The Class Notice shall:

- 7 1. contain a short, plain statement of the background of the Action and the Settlement;
- 8 2. describe the Settlement relief outlined in this Stipulation;
- 9 3. state that any relief to Class Members is contingent on the Court's final approval of the  
10 Settlement;
- 11 4. inform Class Members that the attorney's fees and costs set forth above, and an enhancement  
12 payment for 2 of the 6 Named Plaintiffs will be requested and, if approved by the Court, will  
13 be paid by Check Into Cash;
- 14 5. inform Class Members that they may opt out of the Class by submitting a written opt out  
15 request to counsel for the Parties and the Court so it is received no later than fourteen court  
16 days before the Final Approval Hearing;
- 17 6. inform Class Members that, if he or she desires, Class Members may object to the proposed  
18 Settlement by filing and serving a written statement of objections so it is received no later  
19 than fourteen court days before the Final Approval Hearing;
- 20 7. inform Class Members that any Final Order and Judgment entered in the Action, whether  
21 favorable or unfavorable to the Class, shall include, and be binding on, all Class Members  
22 even if they have objected to the proposed Settlement and even if they have any other claim,  
23 lawsuit or proceeding pending against Check Into Cash; and
- 24 8. describe the terms of the Release.

25 B. No later than forty-five (45) days before the Final Approval Hearing, Check Into Cash shall  
26 publish the Class Notice for 30 days in newspapers of general circulation in the areas of California where  
27 Check Into Cash has stores that are locked during normal business hours.

28 C. At least five (5) court days prior to the Final Approval Hearing, Check Into Cash shall file a

1 declaration attesting that it disseminated the Class Notice as required by the Stipulation of Settlement.

2 D. At least five (5) court days prior to the Final Approval Hearing, counsel for the Parties shall file  
3 with the Court a list of persons who submitted timely valid requests for exclusion from the Class.

4 **V. APPROVAL PROCEDURES AND RELATED PROVISIONS**

5 **A. Preliminary Approval**

6 Promptly after execution of this Stipulation, the Parties shall submit this Stipulation to the Court,  
7 and Plaintiffs shall apply for entry of a Preliminary Approval Order preliminarily approving this  
8 Stipulation and approving the form and manner of providing notice to the Class.

9 **B. Objections, Notices to Appear and Opt Outs**

10 1. Any Class Member who wishes to object to the Settlement must file with the Court and serve  
11 on Class Counsel and Defendants' Counsel his or her objection no later than fourteen (14) court days  
12 before the Final Approval Hearing, or as the Court may otherwise direct. The objection must be in  
13 writing, must explain the basis of the objection and provide supporting authority, if available, provide  
14 the objector's current address or other contact information, and state whether the objector is represented  
15 by his or her own counsel. The objection must be served on Class Counsel and Defendants' Counsel  
16 such that the objection is actually received by counsel no later than fourteen (14) court days before the  
17 Final Approval Hearing.

18 2. Class Members who fail to postmark timely, written objections in the manner specified in  
19 the Class Notice shall be deemed to have waived any objections and shall be foreclosed from making  
20 any objection (whether by appeal or otherwise) to the Settlement, unless otherwise ordered by the Court.  
21 Class Counsel and Defendants' Counsel may have at least five (5) calendar days (or some other number  
22 of days as the Court shall specify) before the Final Approval Hearing to file responses to any written  
23 objections. Class Members who submit written objections have the right to appear either in person or  
24 through their own attorney at the Final Approval Hearing. If the Class Member intends to appear at the  
25 time of the Final Approval Hearing to discuss his or her written objections, a Notice of Intention to  
26 Appear must accompany the written objections. Any attorney who intends to represent an individual  
27 objecting to the Settlement must file a Notice of Appearance with the Court and serve counsel for the  
28 Parties no later than fourteen (14) court days before the Final Approval Hearing.

1           3. Any Class Member who wishes to opt out of the Class must mail or deliver a written request  
2 for exclusion to counsel for the Parties so that it is actually received no later than fourteen (14) court  
3 days before the Final Approval Hearing. The written request must state that the Class Member requests  
4 exclusion from the Class and must be signed by the Class Member. The request shall substantially state  
5 the following:

6           “I WISH TO BE EXCLUDED FROM THE CLASS IN THE HARVEY, et al. v. CHECK INTO  
7 CASH, INC., et al. CLASS ACTION LAWSUIT, LOS ANGELES SUPERIOR COURT CASE  
8 NO. BC609540.”

9 Any request for exclusion must include the name, address, telephone number and signature of the Class  
10 Member requesting the opt out. Any such request must be made in accordance with the terms of this  
11 Stipulation as reflected in the Class Notice. Any Class Member who timely requests exclusion in  
12 compliance with these requirements: (i) shall not have any rights under this Settlement; and (ii) shall not  
13 be bound by this Settlement or the Court’s Order and Final Judgment.

14           4. Any Class Member who does not file a timely and valid written request for exclusion as  
15 provided in the preceding §V.B.3 shall be bound by all subsequent proceedings, orders and the Final  
16 Order and Judgment in this Action relating to this Stipulation, even if he or she has pending, or  
17 subsequently initiates, litigation, arbitration or any other proceeding against Defendants relating to the  
18 Released Claims.

19           5. Counsel for the Parties shall receive and maintain the exclusion requests. At least five (5)  
20 court days prior to the Final Approval Hearing, the counsel for the Parties shall file with the Court the  
21 list of all Class Members who submitted valid, timely exclusion requests.

22 **VI. RELEASE AND WAIVER**

23 **A. Release**

24           Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may  
25 be created by this Settlement, the Class Representatives, the Class and each Class Member who has not  
26 submitted a valid and timely request for exclusion, each fully releases and discharges Check Into Cash,  
27 its present and former parent companies, subsidiaries, related or affiliated companies, shareholders,  
28 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or

1 entity which could be jointly liable with Check Into Cash and its respective present and former parent  
2 companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees,  
3 agents, attorneys, insurers, successors and assigns, from any and all claims and/or causes of action  
4 arising from or related to this case under any federal, state or local law or administrative order that were  
5 pled or could have been pled in the instant action based on the facts alleged in the Action or which arise  
6 out of or directly or indirectly relate to such facts, whether known or unknown, including but not limited  
7 to violations of the Unruh Civil Rights Act, and any other claims whatsoever that were alleged in the  
8 instant action or which arise out of or directly or indirectly relate to such facts, including without  
9 limitation all related and derivative claims for penalties, punitive damages, and restitution or other  
10 equitable relief under Business and Professions Code § 17200 et seq. for the Class Period.

11 **B. Waiver**

12 1. The Parties acknowledge that it is possible that unknown losses or claims exist or might exist  
13 or that present losses may have been underestimated in amount. Upon the final approval by the Court  
14 of this Settlement, the six Named Plaintiffs and every Class Member, who has not submitted a valid and  
15 timely request for exclusion, are deemed to finally, fully, and forever expressly waive and relinquish  
16 with respect to the Released Claims, any and all provisions, rights, and benefits of Section 1542 of the  
17 California Civil Code, and any and all similar provisions, rights, and benefits conferred by any law of  
18 any state or territory of the United States or principle of common law that is similar, comparable, or  
19 equivalent to Section 1542 of the California Civil Code, which provides:

20 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
21 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
22 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM  
23 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH  
24 THE DEBTOR OR RELEASED PARTY.”

25 2. Plaintiffs and the Class Members are deemed to agree that the above waiver is an essential  
26 term of this Stipulation. Plaintiffs and Class Members, who have not submitted a valid and timely  
27 request for exclusion, are also deemed to acknowledge and understand that they may later discover  
28 claims presently unknown or unsuspected, or facts in addition to or different from those which they now



1 believe to be true with respect to the matters released in this Stipulation. Nevertheless, upon the final  
2 approval by the Court of this Settlement, it is the intention of Plaintiffs and Class Members to fully,  
3 finally, and forever settle and release the Released Claims with the Released Parties that exist, hereafter  
4 may exist, or might have existed.

5         3. Upon the final approval by the Court of this Settlement, the six Named Plaintiffs agree that  
6 the consideration set forth in this Settlement, including the Enhancement Payments set forth above,  
7 represents full settlement of all claims that were or could have been raised against Check Into Cash, its  
8 present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers,  
9 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity  
10 which could be jointly liable with Check Into Cash and its respective present and former parent  
11 companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees,  
12 agents, attorneys, insurers, successors and assigns.

13         4. Upon the final approval by the Court of this Settlement, the six Named Plaintiffs, individually  
14 and on behalf of their respective heirs, representatives, successors, assigns, and attorneys, hereby  
15 compromise, release, resolve, relinquish, discharge and settle any and all claims of any nature  
16 whatsoever they have or may have for any acts occurring on or before the date of preliminary approval  
17 of the Settlement against Check Into Cash and its present and former parent companies, subsidiaries,  
18 related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers,  
19 successors and assigns, and any individual or entity which could be jointly liable with Check Into Cash  
20 and its respective present and former parent companies, subsidiaries, related or affiliated companies,  
21 shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and they  
22 agree that they will not institute any action or cause of action (in law, in equity or administratively),  
23 suits, debts, liens, or claims, known or unknown, fixed or contingent, which they may have or claim to  
24 have in state or federal court, or with any state, federal or local government agency, except the EEOC  
25 or DFEH, or with any administrative or advisory body arising from or attributable to the Released  
26 Parties.

27         5. The six Named Plaintiffs specifically acknowledge that they are aware of and familiar with  
28 the provisions of California Civil Code § 1542, which provides as follows:

1 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR  
2 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
3 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM  
4 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH  
5 THE DEBTOR OR RELEASED PARTY.”

6 Upon the final approval by the Court of this Settlement, the six Named Plaintiffs, being aware of this  
7 Civil Code section, hereby expressly waive and relinquish all rights and benefits they may have under  
8 this section as well as any other statutes or common law principles of a similar effect, and the six Named  
9 Plaintiffs acknowledge that they may thereafter discover facts in addition to or different from those  
10 which they now know or believe to be true, but they stipulate and agree that, upon the final approval by  
11 the Court this Settlement, they shall and hereby do fully, finally and forever settle and release any and  
12 all claims against Check Into Cash, known or unknown, suspected or unsuspected, contingent or  
13 non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon  
14 any theory of law or equity and without regard to the subsequent discovery or existence of such different  
15 or additional facts.

16 **VII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION**  
17 **OR TERMINATION**

18 A. The Effective Date of this Stipulation shall be the first date after which all of the following events  
19 and conditions have been met or have occurred:

- 20 1. This Stipulation has been executed by all Parties and their respective counsel;
- 21 2. The Court has preliminarily approved this Stipulation;
- 22 3. Notice has been given to the Class, providing them with an opportunity to opt out of the  
23 Settlement, or to object to the Settlement;
- 24 4. The Court has held a final approval hearing and entered a final order and judgment certifying  
25 the Class and approving this Settlement; and
- 26 5. The later of the following events: sixty-five (65) days following entry of the Court’s final order  
27 approving the Settlement; or if any appeal, writ or other appellate proceeding opposing this Settlement  
28 has been filed within sixty-five (65) days following entry of the Court’s final order approving the

1 Settlement, then when any appeal, writ or other appellate proceeding opposing the Settlement has been  
2 resolved finally and conclusively with no right to pursue further remedies or relief; in this regard, it is  
3 the intention of the Parties that the Settlement shall not become effective until the Court's order  
4 approving the Settlement is completely final, and there is no further recourse by an appellant or objector  
5 who seeks to contest the Settlement.

6 B. This Settlement will be null and void if any of the following occur: (a) the Court should for any  
7 reason fail to certify a class for settlement purposes; or (b) the Court should for any reason fail to  
8 preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than  
9 adjustments made to the attorney's fees and costs or granting of service fees; or (c) the Court should for  
10 any reason fail to enter the final judgment; or (d) the final judgment is reversed, modified, or declared  
11 or rendered void; or (e) the Settlement does not become final for any other reason.

12 C. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall  
13 be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings  
14 shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this  
15 Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither  
16 entered into nor filed with the Court. Once this Stipulation to Settlement is fully executed, the Named  
17 Plaintiffs are prohibited from opting out of the Settlement.

18 **VIII. MISCELLANEOUS PROVISIONS**

19 **A. Cooperation**

20 The Parties hereto and their undersigned counsel agree to undertake their best efforts and mutually  
21 cooperate to promptly effectuate this Stipulation and the terms of the Settlement set forth herein,  
22 including taking all steps and efforts contemplated by this Stipulation and any other steps and efforts  
23 which may become necessary by order of the Court or otherwise. The Parties, their successors and  
24 assigns, and their attorneys also agree to implement the terms of this Stipulation in good faith and to use  
25 good faith in resolving any disputes that may arise in the implementation of the terms of this Stipulation.

26 **B. Authorization**

27 The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and  
28 bind the Parties hereto to the terms and conditions thereof. It is agreed that because the members of the

1 Class are so numerous, it is impossible or impractical to have each member of the Class execute this  
2 Settlement. The Class Notice will advise all Class Members of the binding nature of the release, and the  
3 release shall have the same force and effect as if this Settlement were executed by each member of the  
4 Class.

5 **C. Entire Agreement**

6 This Stipulation contains the entire agreement among the Parties hereto and supersedes any prior  
7 agreements, representations, communications, or understandings between them. No covenant, obligation,  
8 condition, representation, warranty, inducement, negotiation, or undertaking concerning any part or all  
9 of the subject matter of this agreement has been made or relied upon except as set forth expressly herein.  
10 Except for § I, all terms of this Stipulation are contractual and not mere recitals and shall be construed  
11 as if drafted by all Parties. The terms of this Stipulation are and shall be binding upon each of the Parties,  
12 their agents, attorneys, employees, successors and assigns, and upon all other persons claiming any  
13 interest in the subject matter through any of the Parties, including any Class Member and may not be  
14 changed, modified, or amended except in a writing signed by Class Counsel and Defendants' Counsel  
15 and, if required, approved by the Court. Notwithstanding the above, the Parties contemplate that the  
16 exhibits to the Stipulation may be modified in nonmaterial ways as needed for settlement  
17 implementation by subsequent agreement of the Parties, or by the Court.

18 **D. Tolling of the Five Year Time to Bring an Action to Trial**

19 The Parties agree that the five-year time to bring an action to trial, as set forth in California Code of  
20 Civil Procedure Section 583.310 (and any other statute) and all related case law, is tolled from the date  
21 that this Stipulation is fully executed until the Court either: (1) enters the Final Order and Judgment, or  
22 (2) disapproves via a written order the settlement set forth in this Stipulation.

23 **E. Computation of Time**

24 In computing any period of time prescribed or allowed by this Stipulation or by order of the Court,  
25 the day of the act, event or default from which the designated period of time begins to run shall not be  
26 included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or  
27 a legal holiday, or, when the act to be done is the filing of a paper in Court, a day in which weather or  
28 other conditions have made the Office of the Clerk of the Court inaccessible, in which event the period

1 shall run until the end of the next day that is not one of the aforementioned days. As used in this  
2 subsection, “legal holiday” includes New Year’s Day, Martin Luther King, Jr.’s Birthday, President’s  
3 Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day,  
4 Christmas Day and any other day appointed as a holiday by the President or the Congress of the United  
5 States or the State of California.

6 **F. Amendments in Writing**

7 This Stipulation may be amended or modified only by a written instrument signed by Class Counsel  
8 and Defendants’ Counsel. Amendments and modifications may be made without additional notice to the  
9 Class Members unless such notice is required by the Court.

10 **G. Exhibits**

11 The exhibits to this Stipulation are an integral part of the Settlement and are hereby incorporated and  
12 made a part of this Stipulation.

13 **H. No Admission of Liability**

14 Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims  
15 alleged in the Action, and Defendants further deny that, for any purpose other than settling this lawsuit,  
16 the Action is appropriate for class treatment. Defendants contend, among other things, that they have  
17 complied at all times with all applicable laws. Neither this Stipulation nor the Settlement, nor any act  
18 performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement: (1) is  
19 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released  
20 Claim, or of any wrongdoing or liability of any of the Defendants; or (2) is or may be deemed to be or  
21 may be used as an admission of, or evidence of, any fault or omission of the Defendants in any civil,  
22 criminal, or administrative proceeding in any court, administrative agency, or other tribunal, except that  
23 Defendants may file this Stipulation or the Final Order and Judgment in any action that may be brought  
24 against any Released Party in order to enforce the terms of the Stipulation or Final Order and Judgment.

25 **I. No Drafting Party**

26 Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall  
27 not be employed in the implementation of this Stipulation and the Parties agree that the drafting of this  
28 Stipulation has been a mutual undertaking. The determination of the terms and conditions contained

1 herein and the drafting of the provisions of the agreement have been by mutual understanding after  
2 negotiation, with consideration by, and participation of, the Parties hereto and their counsel.

3 **J. Return or Destruction of Confidential Information**

4 Within one (1) year after the Effective Date - or for some reasonable additional period of time based  
5 on a mutually agreed good cause - all Parties and/or counsel shall either destroy or return to the  
6 providing Party all documents, materials and other information marked Confidential by the providing  
7 Party that were received or exchanged in connection with the Action or this Stipulation, including any  
8 materials reflecting or incorporating information that would reasonably be considered sensitive or  
9 private. The Parties and their counsel further agree that no information they receive pursuant to this  
10 Stipulation will be used for any purpose other than the administration and enforcement of the Stipulation  
11 and the Settlement.

12 **K. Retain Jurisdiction**

13 The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms  
14 of this Stipulation, and the Parties hereto submit to the jurisdiction of the Court for purposes of  
15 implementing and enforcing the Settlement embodied in this Stipulation. The Stipulation shall be  
16 governed by the laws of the State of California.

17 **L. Reasonable Extensions**

18 Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of  
19 time to carry out any provisions of this Stipulation, provided that such extensions are in a writing  
20 reflecting the consent of the Parties.

21 **M. Execution Date**

22 This Stipulation shall be deemed to have been executed upon the last date of execution by all of the  
23 undersigned.

24 **N. Counterparts**

25 This Stipulation may be executed in counterparts, each of which shall constitute an original.  
26 Facsimile signatures or signatures sent on PDF documents via email shall be treated as original  
27 signatures and shall be binding.

28

1       **O. Public Comment**

2       Plaintiffs and Class Counsel agree they will not make any disparaging comments about Defendants  
3 relating to this Settlement of this class action or disclose the negotiations of the Settlement, other than  
4 as required by this Stipulation or to obtain Court approval of this Settlement as set forth in this  
5 Stipulation, otherwise Plaintiffs and Class Counsel shall only disclose matters of public record. Plaintiffs  
6 and Class Counsel agree that, other than as permitted in this Stipulation, they will keep this Settlement  
7 confidential until preliminary approval is granted. Thereafter, other than in order to effectuate Class  
8 Notice and effectuate the Settlement, as set forth in this Stipulation, the Parties agree to make no  
9 comments to the media or otherwise publicize the terms of the Settlement. Class Counsel will take all  
10 steps necessary to ensure the Named Plaintiffs are aware of, and will adhere to, the restrictions set forth  
11 in this Stipulation of Settlement against any public disclosure of the Settlement.

12       **P. Enforcement Actions**

13       In the event that one or more of the Parties to this Settlement institutes any legal action or other  
14 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare  
15 rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover  
16 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees  
17 incurred in connection with any enforcement actions.

18       **Q. Non-Cooperation**

19       Plaintiffs agree they will not assist or encourage others to bring, or otherwise cause to be filed, any  
20 claim, complaint, or action against any of the Released Parties in any forum or form.

21       **IN WITNESS THEREOF**, the Parties hereto knowingly and voluntarily have executed this  
22 Stipulation between Plaintiffs and Defendants as set forth below:

23 IT IS SO STIPULATED.

24 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christina Harvey

26 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony Logan

28 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dyrius Groomes

1 **O. Public Comment**

2 Plaintiffs and Class Counsel agree they will not make any disparaging comments about Defendants  
3 relating to this Settlement of this class action or disclose the negotiations of the Settlement, other than  
4 as required by this Stipulation or to obtain Court approval of this Settlement as set forth in this  
5 Stipulation, otherwise Plaintiffs and Class Counsel shall only disclose matters of public record. Plaintiffs  
6 and Class Counsel agree that, other than as permitted in this Stipulation, they will keep this Settlement  
7 confidential until preliminary approval is granted. Thereafter, other than in order to effectuate Class  
8 Notice and effectuate the Settlement, as set forth in this Stipulation, the Parties agree to make no  
9 comments to the media or otherwise publicize the terms of the Settlement. Class Counsel will take all  
10 steps necessary to ensure the Named Plaintiffs are aware of, and will adhere to, the restrictions set forth  
11 in this Stipulation of Settlement against any public disclosure of the Settlement.

12 **P. Enforcement Actions**

13 In the event that one or more of the Parties to this Settlement institutes any legal action or other  
14 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare  
15 rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover  
16 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees  
17 incurred in connection with any enforcement actions.

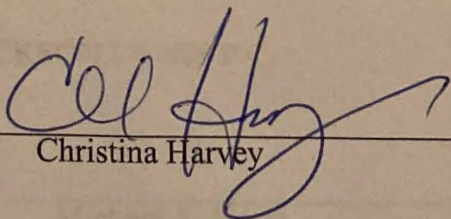
18 **Q. Non-Cooperation**

19 Plaintiffs agree they will not assist or encourage others to bring, or otherwise cause to be filed, any  
20 claim, complaint, or action against any of the Released Parties in any forum or form.

21 **IN WITNESS THEREOF**, the Parties hereto knowingly and voluntarily have executed this  
22 Stipulation between Plaintiffs and Defendants as set forth below:

23 IT IS SO STIPULATED.

24 Dated: 3/14/2021

By:   
Christina Harvey

25  
26 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony Logan

27  
28 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dyrius Groomes



1       **O. Public Comment**

2       Plaintiffs and Class Counsel agree they will not make any disparaging comments about Defendants  
3 relating to this Settlement of this class action or disclose the negotiations of the Settlement, other than  
4 as required by this Stipulation or to obtain Court approval of this Settlement as set forth in this  
5 Stipulation, otherwise Plaintiffs and Class Counsel shall only disclose matters of public record. Plaintiffs  
6 and Class Counsel agree that, other than as permitted in this Stipulation, they will keep this Settlement  
7 confidential until preliminary approval is granted. Thereafter, other than in order to effectuate Class  
8 Notice and effectuate the Settlement, as set forth in this Stipulation, the Parties agree to make no  
9 comments to the media or otherwise publicize the terms of the Settlement. Class Counsel will take all  
10 steps necessary to ensure the Named Plaintiffs are aware of, and will adhere to, the restrictions set forth  
11 in this Stipulation of Settlement against any public disclosure of the Settlement.

12       **P. Enforcement Actions**

13       In the event that one or more of the Parties to this Settlement institutes any legal action or other  
14 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare  
15 rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover  
16 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees  
17 incurred in connection with any enforcement actions.

18       **Q. Non-Cooperation**

19       Plaintiffs agree they will not assist or encourage others to bring, or otherwise cause to be filed, any  
20 claim, complaint, or action against any of the Released Parties in any forum or form.

21       **IN WITNESS THEREOF**, the Parties hereto knowingly and voluntarily have executed this  
22 Stipulation between Plaintiffs and Defendants as set forth below:

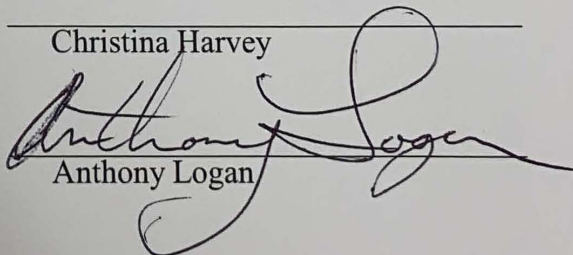
23       IT IS SO STIPULATED.

24       Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christina Harvey

25

26       Dated: 3-15-2021

By:   
Anthony Logan

27

28       Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Dyrius Groomes

LAW OFFICE OF MARK MAZDA  
ATTORNEY AT LAW  
2601 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-9182

1 **O. Public Comment**

2 Plaintiffs and Class Counsel agree they will not make any disparaging comments about Defendants  
3 relating to this Settlement of this class action or disclose the negotiations of the Settlement, other than  
4 as required by this Stipulation or to obtain Court approval of this Settlement as set forth in this  
5 Stipulation, otherwise Plaintiffs and Class Counsel shall only disclose matters of public record. Plaintiffs  
6 and Class Counsel agree that, other than as permitted in this Stipulation, they will keep this Settlement  
7 confidential until preliminary approval is granted. Thereafter, other than in order to effectuate Class  
8 Notice and effectuate the Settlement, as set forth in this Stipulation, the Parties agree to make no  
9 comments to the media or otherwise publicize the terms of the Settlement. Class Counsel will take all  
10 steps necessary to ensure the Named Plaintiffs are aware of, and will adhere to, the restrictions set forth  
11 in this Stipulation of Settlement against any public disclosure of the Settlement.

12 **P. Enforcement Actions**

13 In the event that one or more of the Parties to this Settlement institutes any legal action or other  
14 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare  
15 rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover  
16 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees  
17 incurred in connection with any enforcement actions.

18 **Q. Non-Cooperation**

19 Plaintiffs agree they will not assist or encourage others to bring, or otherwise cause to be filed, any  
20 claim, complaint, or action against any of the Released Parties in any forum or form.

21 **IN WITNESS THEREOF**, the Parties hereto knowingly and voluntarily have executed this  
22 Stipulation between Plaintiffs and Defendants as set forth below:

23 IT IS SO STIPULATED.

24 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Christina Harvey

25  
26 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony Logan

27  
28 Dated: 3/15/21

By: [Signature]  
Dyrius Croomes

1 Dated: 3/9/2021

By: Tyrie Dedrick

2

3 Dated: \_\_\_\_\_

By: Armond Person

4

5

6 Dated: \_\_\_\_\_

By: Deron Hollins

7

8

9 Dated: \_\_\_\_\_

By: Check Into Cash, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

10

11

12

13 Dated: \_\_\_\_\_

By: Check Into Cash of California, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

14

15

16 Dated: \_\_\_\_\_

LAW OFFICE OF MARK MAZDA

17

18

19

By: Mark Mazda  
Attorneys for Plaintiffs  
Christina Harvey, Dyrius Groomes, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins,  
and the Plaintiff class

20

21

22

23 Dated: \_\_\_\_\_

JACKSON LEWIS P.C.

24

25

By: Michael A. Hood  
Kathy A. Le  
Attorneys for Defendants CHECK INTO  
CASH INC. and CHECK INTO CASH OF  
CALIFORNIA, INC.

26

27


28

1 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tyrie Dedrick

2

3 Dated: March 19, 2021

By: \_\_\_\_\_  
  
Armond Person

4

5

6 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deron Hollins

7

8

9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Check Into Cash, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

10

11

12

13 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Check Into Cash of California, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

14

15

16 Dated: \_\_\_\_\_

LAW OFFICE OF MARK MAZDA

17

18

19

By: \_\_\_\_\_  
Mark Mazda  
Attorneys for Plaintiffs  
Christina Harvey, Dyrius Grooms, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins,  
and the Plaintiff class

20

21

22

23 Dated: \_\_\_\_\_

JACKSON LEWIS P.C.

24

25

By: \_\_\_\_\_  
Michael A. Hood  
Kathy A. Le  
Attorneys for Defendants CHECK INTO  
CASH INC. and CHECK INTO CASH OF  
CALIFORNIA, INC.

26

27

28

LAW OFFICE OF MARK MAZDA  
ATTORNEY AT LAW  
2401 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-0182


1 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tyrie Dedrick

2  
3 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Armond Person

4  
5  
6 Dated: 3/10/2021

  
By: \_\_\_\_\_  
Deron Hollins

7  
8  
9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Check Into Cash, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

10  
11  
12  
13 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Check Into Cash of California, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

14  
15  
16 Dated: \_\_\_\_\_

LAW OFFICE OF MARK MAZDA

17  
18  
19

By: \_\_\_\_\_  
Mark Mazda  
Attorneys for Plaintiffs  
Christina Harvey, Dyrius Groomes, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins,  
and the Plaintiff class

20  
21  
22  
23 Dated: \_\_\_\_\_

JACKSON LEWIS P.C.

24  
25

By: \_\_\_\_\_  
Michael A. Hood  
Kathy A. Le  
Attorneys for Defendants CHECK INTO  
CASH INC. and CHECK INTO CASH OF  
CALIFORNIA, INC.

26  
27  
28

LAW OFFICE OF MARK MAZDA  
ATTORNEY AT LAW  
2601 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-9182

1 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Tyrie Dedrick

2

3 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Armond Person

4

5

6 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deron Hollins

7

8

9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Check Into Cash, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

10

11

12

13 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Check Into Cash of California, Inc.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

14

15

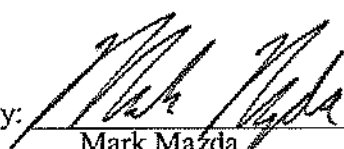
16 Dated: 3/16/2021

LAW OFFICE OF MARK MAZDA

17

18

19

By:   
Mark Mazda  
Attorneys for Plaintiffs  
Christina Harvey, Dyrius Groomes, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins,  
and the Plaintiff class

20

21

22

23 Dated: \_\_\_\_\_

JACKSON LEWIS P.C.

24

25

By: \_\_\_\_\_  
Michael A. Hood  
Kathy A. Le  
Attorneys for Defendants CHECK INTO  
CASH INC. and CHECK INTO CASH OF  
CALIFORNIA, INC.

26

27

28

LAW OFFICE OF MARK MAZDA  
ATTORNEY AT LAW  
2601 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-9182

1 Dated: \_\_\_\_\_

2

3 Dated: \_\_\_\_\_

4

5

6 Dated: \_\_\_\_\_

7

8

9 Dated: 3/26/21

10

11

12

13 Dated: 3/26/21

14

15

16

17 Dated: \_\_\_\_\_

18

19

20

21

22

23 Dated: 3/30/21

24

25

26

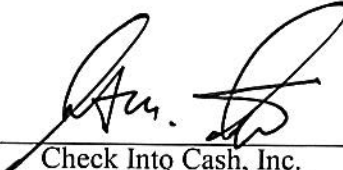
27


28

By: \_\_\_\_\_  
Tyrie Dedrick

By: \_\_\_\_\_  
Armond Person

By: \_\_\_\_\_  
Deron Hollins


By:  \_\_\_\_\_  
Check Into Cash, Inc.  
By: Stephen M. Scoggins  
Its: President

By:  \_\_\_\_\_  
Check Into Cash of California, Inc.  
By: Stephen M. Scoggins  
Its: President & Chief Sec. Officer

LAW OFFICE OF MARK MAZDA

By: \_\_\_\_\_  
Mark Mazda  
Attorneys for Plaintiffs  
Christina Harvey, Dyrius Groomes, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins,  
and the Plaintiff class

JACKSON LEWIS P.C.

By:  \_\_\_\_\_  
Michael A. Hood  
Kathy A. Le  
Attorneys for Defendants CHECK INTO  
CASH INC. and CHECK INTO CASH OF  
CALIFORNIA, INC.

# **Exhibit A**



***NOTICE OF CLASS ACTION SETTLEMENT***  
**IF YOU ARE AFRICAN AMERICAN AND YOU HAD TO UNDERGO  
AN ID PROCEDURE TO ENTER A CHECK INTO CASH STORE IN CALIFORNIA AT ANY TIME  
FROM FEBRUARY 9, 2012 THROUGH THE PRESENT (“CLASS PERIOD”), A PROPOSED CLASS  
ACTION SETTLEMENT HAS BEEN REACHED THAT MAY AFFECT YOUR RIGHTS**

*The Los Angeles Superior Court authorized this notice.  
This is not a solicitation from an attorney.*

*What is this notice about?*

On February 8, 2016, a group of six individuals (“Plaintiffs”) filed a lawsuit entitled *Christina Harvey; Dyrius Groomes; Tyrie Dedrick; Armond Person; and Anthony Logan, on behalf of Themselves and the Class; Deron Hollins, Plaintiffs, vs. Check Into Cash, Inc., an entity of unknown form; Check Into Cash of California, Inc., an entity of unknown form; and Does 1 to 10, inclusive, Defendants*, Los Angeles Superior Court Case Number BC609540, alleging that Check Into Cash required African Americans to show ID prior to entering into its California locked stores but did not require that process from non-African Americans (the “Action”). The parties have reached a proposed class action settlement (“Settlement”), which the Court preliminarily approved on \_\_\_\_\_, 2021.

Check Into Cash disputes all of the claims asserted in the Action and enters into this Settlement for the sole purpose of avoiding the operational burden, expense, distraction, and uncertainty of continuing litigation. The Court has not decided any of the contentions of the parties. This notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims asserted by Plaintiffs. Check Into Cash denies all liability, is confident that it has strong legal and factual defenses to Plaintiffs’ claims, and asserts that it has always properly complied with all applicable laws and regulations. Check Into Cash contends that its conduct is and has been lawful at all times relevant and that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good-faith, arm’s length negotiations between the parties, through their attorneys and with the assistance of a third-party neutral, and is not an admission of liability on the part of Check Into Cash.

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

*What are the Settlement terms?*

Subject to final Court approval, Check Into Cash will pay: (1) each of the six named Plaintiffs \$10,000, for a total of \$60,000, to fully and finally resolve their individual claims against Check Into Cash; (2) a \$10,000 enhancement payment to class representative Christina Harvey for representing the class’s interest; (3) a \$4,500 enhancement payment to class representative Anthony Logan for representing the class’s interest; and (4) \$142,500 in attorneys’ fees and costs to Plaintiffs’ counsel. Subject to final Court approval, Check Into Cash is also agreeing to implement a new policy at its California stores which are locked during normal business hours.

*What will I receive under the Settlement?*

The implementation of a new policy at Check into Cash’s California stores which are locked during normal business hours on how patrons are admitted.

*Do I have a lawyer in this case?*

Class Members are represented by the Law Office of Mark Mazda, Plaintiffs’ counsel, who is experienced in class-action litigation. If you want to be represented by your own attorney, you may hire one at your own expense and enter an appearance through your own counsel.

*How will the lawyers be paid?*

Subject to final Court approval, the Law Office of Mark Mazda will be paid by Check Into Cash in the amount of

\$142,500 for attorneys' fees and costs. You are not responsible for paying this attorney anything.

*What are my options?*

**1. Do nothing.** If you do nothing, and if the Court finally approves the Settlement, you will be considered part of the Class and you will be bound by the Settlement and you will release Check Into Cash, its present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Check Into Cash and its respective present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, from any and all claims and/or causes of action arising from or related to the Action under any federal, state or local law or administrative order that were pled or could have been pled in the instant action based on the facts alleged in the Action or which arise out of or directly or indirectly relate to such facts, whether known or unknown, including but not limited to violations of the Unruh Civil Rights Act, and any other claims whatsoever that were alleged in the Action or which arise out of or directly or indirectly relate to such facts, including without limitation all related and derivative claims for penalties, punitive damages, and restitution or other equitable relief under Business and Professions Code § 17200 et seq. for the Class Period ("Released Claims"). Upon the Court's final approval of the Settlement, you will also waive and relinquish with respect to the Released Claims, any and all provisions, rights, and benefits of Section 1542 of the California Civil Code, and any and all similar provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The full terms of the Released Claims are contained in the Stipulation of Settlement that is available in the public court records on file in this Action.

**2. Exclude yourself from the Settlement.** If you do not wish to take part in the Settlement, you may exclude yourself by mailing or delivering to the parties' counsel a written request for exclusion so that it is actually received no later than \_\_\_\_\_, [14 court days before the final approval hearing], 2021. To be valid, the written request must include your full name, current address, telephone number, and signature. The Request for Exclusion from Settlement should state:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE *HARVEY, et al. v. CHECK INTO CASH, INC., et al.* CLASS ACTION LAWSUIT, LOS ANGELES SUPERIOR COURT CASE NO. BC609540."

Send your request for exclusion to both of the following locations:

Mark Mazda  
Law Office of Mark Mazda  
2601 Main Street, Suite 1200  
Irvine, CA 92614

Michael A. Hood  
Kathy A. Le  
JACKSON LEWIS P.C.  
200 Spectrum Center Drive, Ste. 500  
Irvine, CA 92618

Any person who submits a valid and timely request for exclusion shall, upon receipt, no longer be a Class Member, shall be barred from objecting to or participating in any portion of the Settlement because the Settlement no longer affects him or her, and shall receive no benefits from the Settlement. Class Members who do not exclude themselves from the Settlement pursuant to the procedures set forth in this notice will be bound by the Settlement and will release their claims against Check Into Cash.

**3. Object to the Settlement:** If you do not exclude yourself from the Settlement, you have the right to object to the terms of the Settlement if you do not like any part of it. However, if the Court rejects your objection, you will still be bound by the Settlement terms. If you wish to object to the Settlement, or any portion of it, you must file with the Court and serve on the parties' counsel your written objection so that your written objection is actually received by the Court and the parties' counsel no later than \_\_\_\_\_ [14 court days before Final Approval

hearing], 2021. The objection must be in writing, state the case name and case number, explain the basis of your objection, provide supporting authority (if available), provide your full name, current address, telephone number and signature, and state whether you are represented by your own counsel.

Send your objection to all three of the following locations:

Clerk of Court  
Superior Court of California  
County of Los Angeles  
111 N. Hill Street  
Los Angeles, CA 90012

Mark Mazda  
Law Office of Mark Mazda  
2601 Main Street, Suite 1200  
Irvine, CA 92614

Michael A. Hood  
Kathy A. Le  
JACKSON LEWIS P.C.  
200 Spectrum Center Drive  
Suite 500  
Irvine, CA 92618

The Final Approval Hearing is scheduled for \_\_\_\_\_, 2021, at \_\_\_\_ a.m./p.m. in Department 12 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be postponed without further notice to the Class; however, if you have returned a written objection, the parties will notify you of changes in the hearing date. You have the right to appear either in person or through your own attorney (at your own expense) at this hearing. If you intend to appear at the Final Approval Hearing to discuss your objections, your written objection letter should include a Notice of Intention to Appear at the Final Approval Hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties no later than \_\_\_\_\_ [14 court days before the Final Approval hearing], 2021.

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

*When will the Court decide whether to finally approve the Settlement?*

The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2021 at the Superior Court, County of Los Angeles, Spring Street Courthouse, Department 12, 312 North Spring Street, Los Angeles, CA 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. At or after the hearing, the Court will decide whether to finally approve the Settlement.

*Do I have to come to the Final Approval Hearing?*

No. You are not required to attend the Final Approval Hearing, but you are welcome to attend the hearing at your own expense. You may also pay your own lawyer to attend the hearing, but it is not necessary.

*May I speak at the Final Approval Hearing?*

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a "Notice of Intention to Appear." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be filed with the Court no later than \_\_\_\_\_, and must also be served on Class Counsel (Law Office of Mark Mazda) and Check Into Cash's counsel (JACKSON LEWIS P.C.). The addresses for the Court, Class Counsel, and Check Into Cash's counsel are listed above. You cannot speak at the hearing if you are not a Class Member or an attorney representing a Class Member.

*How can I get more information?*

This notice is only a summary of the Action and the Settlement. The Stipulation of Settlement contains the complete terms of the Settlement. For more information, you may inspect the Stipulation of Settlement and the Court's files in this Action at the Court Clerk's office at 111 N. Hill Street, Los Angeles, CA 90012 during regular Court hours or via the Court's website at lacourt.org.

**PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR ADVICE  
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

Dated: \_\_\_\_\_

/s/ The Honorable Carolyn B. Kuhl  
Jude of the Superior Court  
County of Los Angeles

# **Exhibit B**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

Christina Harvey; Dyrius Groomes; Tyrie)  
Dedrick; Armond Person; and Anthony)  
Logan, on behalf of Themselves and the)  
Class; Deron Hollins,

Plaintiffs,

vs.

Check Into Cash, Inc., an entity of unknown)  
form; Check Into Cash of California, Inc., an)  
entity of unknown form; and Does 1 to 10,)  
inclusive,

Defendants.

CASE NO. BC609540

Date Action Filed: February 8, 2016  
Trial Date: Not Yet Set

*Assigned for all purposes to:*  
Honorable Carolyn B. Kuhl  
Department 12

**[PROPOSED] PRELIMINARY APPROVAL  
ORDER**

**LAW OFFICE OF MARK MAZDA**  
ATTORNEY AT LAW  
2601 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-9182

1 WHEREAS, the above-styled Action was filed on February 8, 2016;

2 WHEREAS, this Court has reviewed, considered, and held a hearing on the Stipulation of Settlement  
3 (“Stipulation”) entered into between Plaintiffs Christina Harvey and Anthony Logan, on behalf of the  
4 class, and Dyrius Groomes, Tyrie Dedrick, Armond Person, and Deron Hollins, on behalf of themselves  
5 (all of whom are collectively, “Plaintiffs”), on the one hand, and Check Into Cash, Inc. and Check Into  
6 Cash of California, Inc. (collectively, “Check Into Cash”), on the other hand, and filed with this Court,  
7 together with all exhibits thereto, the record in this case, and the arguments of counsel;

8 WHEREAS, this Court preliminarily finds that, for purposes of approving this settlement only, the  
9 proposed Class meets all the prerequisites of California Code of Civil Procedure §382 and California  
10 Civil Code §1781, including numerosity, ascertainability, community of interest, predominance of  
11 common issues, superiority and typicality, and that Plaintiffs Christina Harvey and Anthony Logan and  
12 Class Counsel are adequate representatives of the Class (as defined below); and

13 WHEREAS, the Action was settled as a result of arm’s-length negotiations, investigation and  
14 discovery sufficient to permit counsel and the Court to act knowingly, and counsel are experienced in  
15 similar litigation,

16 THEREFORE, for good cause appearing, it is hereby ordered as follows:

17 1. The Court hereby preliminarily approves the Stipulation as filed with the Court and the terms and  
18 conditions of settlement set forth in the Stipulation, subject to further consideration at the Final Approval  
19 Hearing. All capitalized terms and definitions used herein have the same meanings as set forth in the  
20 Stipulation.

21 2. Pursuant to California Code of Civil Procedure §382, California Civil Code §1781, and  
22 California Rules of Court, Rule 3.769(c) and (d), the Court hereby preliminarily approves for settlement  
23 purposes only a Class consisting of:

24 all African Americans (or Blacks) who have entered into a locked Check Into Cash store in the  
25 State of California from February 9, 2012 to the present.

26 3. Notice of the Settlement as set forth in the Stipulation should be given to the Class Members.

27 4. Having considered the Class Notice provided by the Parties, the Court hereby approves the  
28 contents and form of the Class Notice attached to the Stipulation as Exhibit A thereto.

1 5. The Parties are hereby authorized to administer and supervise the Notice Plan as more fully set  
2 forth in the Stipulation.

3 6. The Court finds that the notice to the Class Members regarding settlement of this Action,  
4 including the method of dissemination to the Class Members in accordance with the terms of the  
5 Stipulation and this Order constitute the best notice practicable under the circumstances and constitute  
6 valid, due and sufficient notice to all Class Members, complying fully with the requirements of  
7 California Code of Civil Procedure §382, California Civil Code §1781, California Rules of Court, Rule  
8 3.766, the California and United States Constitutions, and any other applicable law.

9 7. Objections by any Class Member to: (a) the proposed settlement contained in the Stipulation and  
10 described in the Class Notice; (b) the reimbursement of expenses and an award of attorneys' fees and/or  
11 the service or enhancement awards; and/or (c) entry of the Judgment, shall be heard, and any papers  
12 submitted in support of said objections shall be considered by the Court at the Final Approval Hearing  
13 only if, on or before \_\_\_\_\_, 2021, such objector files with the Clerk of the Superior Court  
14 of the County of Los Angeles: (1) a written notice of his or her objection, including stating the case name  
15 and case number, basis for such objection, supporting authority (if applicable), his or her full name,  
16 current address, telephone number, signature, and whether he or she is represented by his or her own  
17 counsel; and (2) if applicable, a statement of his or her intention to appear at the Final Approval Hearing.  
18 The objector must also serve copies of the foregoing and all other papers in support of such objections  
19 on counsel for the Parties as identified in the Class Notice, and otherwise comply with the requirements  
20 for objection as set forth in the Class Notice. In order to be considered for hearing, all objections must  
21 be actually received by the Court and counsel identified in the Class Notice on or before  
22 \_\_\_\_\_, 2021. An objecting Class Member need not appear at the Final Approval Hearing  
23 in order for his or her objection to be considered.

24 8. Any Class Member who wishes to opt out of the Class must mail or deliver a written request for  
25 exclusion to counsel for the Parties that is actually received by counsel no later than \_\_\_\_\_,  
26 2021. The written request must state the Class Member's full name, current address, and telephone  
27 number, that the Class Member requests exclusion from the Class, and it must be signed by the Class  
28 Member, and otherwise comply with the requirements for exclusion as set forth in the Class Notice. Any

1 Class Member who does not submit a valid and timely request for exclusion will be bound by the  
2 Settlement, judgment and orders in this Action.

3 9. No later than \_\_\_\_\_ days before the Final Approval Hearing, Plaintiffs shall file their opening  
4 papers in support of their motion for final approval of the Settlement. No later than five (5) calendar days  
5 before the Final Approval Hearing, the Parties shall file responses to any valid and timely objections.

6 10. Any Class Member may enter an appearance in the Action, individually or through the counsel  
7 of his or her choice at his or her expense. Notices of Appearance must be filed with the Court and served  
8 on the Parties' counsel identified in the Class Notice on or before \_\_\_\_\_, 2021.

9 11. The Stipulation provides that the Law Office of Mark Mazda is the Counsel to represent the  
10 Class. The Court hereby designates the Law Office of Mark Mazda as Class Counsel.

11 12. The Final Approval Hearing shall be held by the Court on \_\_\_\_\_, 2021, at \_\_\_\_\_,  
12 in Department 12 of the Superior Court for the County of Los Angeles, Spring Street Courthouse, 312  
13 North Spring Street, Los Angeles, California 90012, to consider and determine: whether the proposed  
14 settlement of the Action on the terms set forth in the Stipulation should be approved as fair, just,  
15 reasonable, adequate and in the best interests of the Class; the application for Class Representative  
16 service or enhancement awards; the application for Class Counsel's attorneys' fees and costs; and  
17 whether the Judgment approving the Settlement and dismissing the Action on the merits and with  
18 prejudice against Plaintiffs and all Class Members should be entered.

19 13. The Final Approval Hearing may, from time to time and without further notice to the Class  
20 Members (except those who have filed timely and valid objections), be continued or adjourned by order  
21 of the Court.

22 14. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection  
23 with the administration of the Settlement that are not materially inconsistent with either this Order or  
24 the terms of the Stipulation.

25 15. If for any reason the Court does not execute and file an Order Granting Final Approval, the  
26 Stipulation and the proposed settlement that is the subject of this Order, and all evidence and  
27 proceedings had in connection therewith, shall be restored without prejudice to the status quo ante rights  
28 of the Parties to the litigation, as more specifically set forth in the Stipulation.



1 16. Pending further order of this Court, all proceeding in this matter, except those contemplated  
2 herein and in the Stipulation, are hereby stayed.

3

4 IT IS SO ORDERED.

5

6 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Carolyn B. Kuhl  
Superior Court Judge

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

**LAW OFFICE OF MARK MAZDA**  
ATTORNEY AT LAW  
2601 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-9182

# **Exhibit C**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES**

Christina Harvey; Dyrius Groomes; Tyrie)  
Dedrick; Armond Person; and Anthony)  
Logan, on behalf of Themselves and the)  
Class; Deron Hollins, )

Plaintiffs, )

vs. )

Check Into Cash, Inc., an entity of unknown)  
form; Check Into Cash of California, Inc., an)  
entity of unknown form; and Does 1 to 10, )  
inclusive, )

Defendants. )

CASE NO. BC609540

Date Action Filed: February 8, 2016  
Trial Date: Not Yet Set

*Assigned for all purposes to:*  
Honorable Carolyn B. Kuhl  
Department 12

**[PROPOSED] FINAL APPROVAL ORDER  
AND JUDGMENT**

**LAW OFFICE OF MARK MAZDA**  
ATTORNEY AT LAW  
2601 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-9182

1 This matter came on for hearing on \_\_\_\_\_, 2021. The Court has considered the  
2 Stipulation of Settlement (“Stipulation”), Class Members’ objections and comments received regarding  
3 the proposed settlement (if any), the submissions of the Parties, the record in the Action, the evidence  
4 presented, and the arguments presented by counsel. Good cause appearing,

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

6 1. The Court, for purposes of this Final Approval Order and Judgment (“Judgment”), adopts and  
7 incorporates the terms and conditions set forth in the Stipulation filed with this Court on  
8 \_\_\_\_\_, 2021. Throughout this Judgment, the capitalized words are given the same meaning  
9 ascribed in the Stipulation.

10 2. The Parties to this Settlement are Plaintiffs Christina Harvey and Anthony Logan, on behalf of  
11 the class, and Dyrius Groomes, Tyrie Dedrick, Armond Person, and Deron Hollins, on behalf of  
12 themselves (all of whom are collectively, “Plaintiffs”), on the one hand, and Check Into Cash, Inc. and  
13 Check Into Cash of California, Inc. (collectively, “Check Into Cash”), on the other hand. This Court has  
14 jurisdiction over the subject matter of this litigation and over all Parties to the Action and members of  
15 the Class who did not timely exclude themselves from the Class. The Court confirms certification, for  
16 settlement purposes only, of the Class: all African Americans (or Blacks) who have entered into a locked  
17 Check Into Cash store in the State of California from February 9, 2012 to the present. Excluded from  
18 the Class are those who submitted a valid, timely exclusion request, and Defendants, and any of  
19 Defendants’ officers, directors, and employees. All Class Members are bound by this Judgment and the  
20 terms of the Stipulation.

21 3. With respect to the Class and for purposes of approving this settlement only, this Court now finds  
22 and concludes that: (a) the members of the Class are so numerous that joinder of all Class Members in  
23 the Action is impracticable; (b) there are questions of law and fact common to the Class which, as to the  
24 settlement and related matters, predominate over any individual questions; (c) the claims of the Plaintiffs  
25 are typical of the claims of the Class Members; (d) Plaintiffs Harvey and Logan and Class Counsel can  
26 and have fairly and adequately represented and protected the interests of the Class Members; and (e) a  
27 class action is superior to other available methods for the fair and efficient adjudication of the  
28 controversy considering: (1) the interests of the Class Members in individually controlling the

1 prosecution of separate actions; (2) the extent and nature of any litigation concerning the controversy  
2 already commenced by the Class Members; (3) the desirability or undesirability of concentrating the  
3 litigation of these claims in this particular forum; and (4) the difficulties likely to be encountered in the  
4 management of this class action.

5 4. The Court finds that the notice to the Class of this Settlement pursuant to the Preliminary  
6 Approval Order constituted the best notice practicable under the circumstances to all Persons within the  
7 definition of the Class and fully complied with the requirements of due process of all applicable statutes  
8 and laws and with the California Rules of Court.

9 5. The Court hereby adopts and approves the Stipulation, and finds that it is in all respects fair,  
10 reasonable, adequate, just and in compliance with all applicable requirements of the California Code of  
11 Civil Procedure and the California Civil Code, the United States Constitution (including the Due Process  
12 Clause), and all other applicable laws, and in the best interests of the Parties and the Class. The  
13 objections, if any, have been considered and are overruled. Accordingly, the Court directs the Parties  
14 and their counsel to implement and consummate this Settlement in accordance with the terms and  
15 conditions of the Stipulation.

16 6. Plaintiffs and Class Members who have not validly excluded themselves from the Class shall be  
17 deemed to have, and by operation of the Judgment shall have, fully, finally and forever released,  
18 relinquished and discharged all Released Claims against the Released Parties. As of the date of this Final  
19 Approval Order and Judgment, and by operation of the Judgment, Plaintiffs and each Class Member  
20 shall be deemed to have finally, fully, and forever expressly waived and relinquished with respect to the  
21 Released Claims, any and all provisions, rights, and benefits of Section 1542 of the California Civil  
22 Code, and any and all similar provisions, rights, and benefits conferred by any law of any state or  
23 territory of the United States or principle of common law that is similar, comparable, or equivalent to  
24 Section 1542 of the California Civil Code.

25 7. As of the date of this Final Approval Order and Judgment, and by operation of the Judgment,  
26 Plaintiffs, individually and on behalf of their respective heirs, representatives, successors, assigns, and  
27 attorneys, shall be deemed to have compromised, released, resolved, relinquished, discharged and  
28 settled any and all claims of any nature whatsoever they have or may have for any acts occurring

1 on or before the date of preliminary approval of the Settlement against Check Into Cash and its present  
2 and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers,  
3 directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity  
4 which could be jointly liable with Check Into Cash and its respective present and former parent  
5 companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees,  
6 agents, attorneys, insurers, successors and assigns. Plaintiffs shall not institute any action or cause of  
7 action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or  
8 contingent, which they may have or claim to have in state or federal court, or with any state, federal or  
9 local government agency, except the EEOC or DFEH, or with any administrative or advisory body  
10 arising from or attributable to the Released Parties. As of the date of this Final Approval Order and  
11 Judgment, and by operation of the Judgment, Plaintiffs, individually and on behalf of their respective  
12 heirs, representatives, successors, assigns, and attorneys, shall be deemed to have finally, fully, and  
13 forever expressly waived and relinquished any and all provisions, rights, and benefits of Section 1542  
14 of the California Civil Code, and any and all similar provisions, rights, and benefits conferred by any  
15 law of any state or territory of the United States or principle of common law that is similar, comparable,  
16 or equivalent to Section 1542 of the California Civil Code.

17 8. As a part of the settlement, Class Counsel has applied for an award of attorneys' fees and  
18 expenses in the amount of \$142,500 to be paid by Check Into Cash. The Court finds that these attorneys'  
19 fees and expenses are reasonable and were reasonably incurred in the course of the litigation. Class  
20 Counsel is entitled to payment of these fees and expenses in the manner set forth in the Stipulation. Class  
21 Counsel have also applied for the payment of a service or enhancement award for Plaintiff Harvey in  
22 the amount of \$10,000 and a service or enhancement award for Plaintiff Logan in the amount of \$4,500.  
23 The Court finds these service or enhancement awards reasonable.

24 9. Neither Check Into Cash nor any of the Released Parties shall have any further liability for costs,  
25 expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for  
26 by the Stipulation.

27 10. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this  
28 Court's Order awarding Class Counsel's attorneys' fees and costs.

1 11. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing  
2 jurisdiction over: (a) enforcement of the terms of this Judgment and implementation of this Settlement,  
3 and (b) all Parties for the purpose of enforcing and administering the Stipulation, pursuant to C.C.P.  
4 § 664.6 or otherwise.

5 12. The Court hereby enters final judgment in accordance with the terms of the Stipulation, the  
6 Court's Preliminary Approval Order, and this Order and Judgment.

7 13. The Clerk of the Court is hereby ordered to enter this Judgment forthwith.

8 Final Judgment is hereby entered on this \_\_\_\_ day of \_\_\_\_\_, 2021.

9 IT IS SO ORDERED AND ADJUDGED.

10  
11  
12 Dated: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Carolyn B. Kuhl  
Superior Court Judge

# **Exhibit D**



***Policy Re Showing ID In Order To Enter  
Any Check Into Cash Store In California  
That Is Locked During Normal Business Hours,  
Employee Training On This Policy,  
Enforcement Of This Policy, And Reporting Of Complaints Regarding This Policy***

**1. The Policy**

Beginning immediately, Check Into Cash of California, Inc. (“Check Into Cash”) hereby institutes a uniform and consistent policy in every Check Into Cash store located within the State of California that has its doors locked during normal business hours. The policy is as follows: Every single person — regardless of race, color, creed, national origin, gender, disability, sexual orientation, or any other protected characteristic — who is not an employee of Check Into Cash, and who seeks to enter a locked Check Into Cash store must, before entry, show his or her photo ID through the store window or door to a Check Into Cash employee who is within the store, unless the person attempting to enter the Check Into Cash store is known by sight to a Check Into Cash employee within the store. Prior to admitting the individual into the Check Into Cash store, the Check Into Cash employee viewing the photo ID must write down on a customer log sheet the name and ID number of the individual seeking admittance. Additionally, on a daily basis, regardless of whether the individual is known to the Check Into Cash employee within the store, the first five non-employee individuals who seek to enter a locked Check Into Cash store must, before entry, show his or her photo ID through the store window or door to a Check Into Cash employee who is within the store, who will then write down on a customer log sheet the name and ID number of the individual seeking admittance. Check Into Cash will display a sign or signs similar in content to the sign attached hereto as Exhibit A in any store in California that is locked during normal business hours such that that sign can be viewed by people outside of the store who attempt to enter the store.

**2. Training On This Policy**

Beginning as soon as is practicable, Check Into Cash will train all of its employees who work in any Check Into Cash store located within the State of California that has its doors locked during normal business hours on the policy set forth in Section 1 above.

### **3. Enforcement Of This Policy**

Beginning as soon as is practicable, Check Into Cash will randomly audit its California stores that are locked during normal business hours to ensure that the policy set forth in Section 1 above is followed. Such audit shall include reviewing the customer log sheets of Check Into Cash California stores that are locked during normal business hours to ensure that the first five non-employee individuals who seek to enter a locked Check Into Cash store are in fact required to show their photo IDs to a Check Into Cash employee who is within the store prior to entry. Employees who violate this policy will be disciplined, which may include demotion, written disciplinary warnings, and/or even termination of employment.

Any non-employee individual who seeks to enter a locked Check Into Cash store and believes the policy set forth in Section 1 above has been violated may submit a complaint to Check Into Cash by calling the toll-free hotline number posted in the Check Into Cash store. Check Into Cash agrees to investigate all such complaints as soon as practicable, and, if warranted, take quick corrective action to remedy any infractions of the policy set forth in Section 1 above.

# **Exhibit 2**

1 Michael A. Hood (State Bar No. 71258)  
Kathy A. Le (State Bar No. 279690)  
2 JACKSON LEWIS P.C.  
200 Spectrum Center Drive, Suite 500  
3 Irvine, CA 92618  
Phone: (949) 885-1360  
4 Fax: (949) 885-1380  
Email: [michael.hood@jacksonlewis.com](mailto:michael.hood@jacksonlewis.com)  
5 Email: [kathy.le@jacksonlewis.com](mailto:kathy.le@jacksonlewis.com)

6 Attorneys for Defendants,  
CHECK INTO CASH, INC. and  
7 CHECK INTO CASH OF CALIFORNIA, INC.

8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES  
11

12 Christina Harvey; Dyrius Groomes; Tyrie  
Dedrick; Armond Person; and Anthony Logan, on  
13 behalf of Themselves and the Class; Deron  
Hollins,

14  
15 Plaintiffs,

16 vs.

17 Check Into Cash, Inc., an entity of unknown form;  
18 Check Into Cash of California, Inc., an entity of  
unknown form; and Does 1 to 10, inclusive,

19  
20 Defendants.

**Case No. BC609540**

[Assigned for All Purposes to: Hon. Carolyn B.  
Kuhl, Dept. 309]

**DEFENDANT CHECK INTO CASH OF  
CALIFORNIA, INC.'S RESPONSES TO  
PLAINTIFF CHRISTINA HARVEY'S  
SPECIAL INTERROGATORIES, SET ONE**

Complaint Filed: February 8, 2016  
Trial Date: None Set

21  
22 PROPOUNDING PARTY: PLAINTIFF, CHRISTINA HARVEY

23 RESPONDING PARTY: DEFENDANT, CHECK INTO CASH OF CALIFORNIA, INC.

24 SET NUMBER: ONE (1)

25 TO PLAINTIFF AND TO PLAINTIFF'S ATTORNEYS OF RECORD:

26 Defendant Check Into Cash of California, Inc. ("Defendant") hereby submits the following  
27 Responses to Plaintiff Christina Harvey's ("Plaintiff") Special Interrogatories, Set One, pursuant to  
28 Section 2030.210 *et seq.* of the California Code of Civil Procedure.

1 **PRELIMINARY STATEMENT**

2 This matter is in the early stages of discovery and Defendant has not completed its discovery into  
3 this matter. Defendant therefore reserves the right to supplement, amend or revise these responses as  
4 additional information becomes available. The following responses are subject to all objections if such  
5 statements are offered in court, and all such objections are reserved and may be interposed at the time of  
6 trial or at any other time. Defendant is not making any incidental or implied admissions regarding the  
7 contents of any response. The fact that Defendant has responded to any interrogatory should not be  
8 taken as an admission that it admits the existence of any fact set forth or assumed by the interrogatory,  
9 or that such responses constitute admissible evidence. The fact that Defendant has answered any  
10 interrogatory is not intended nor shall be construed to be a waiver by it of all or any part of any  
11 objection to any interrogatory.

12 **GENERAL OBJECTIONS**

13 Defendant's response to each and every Interrogatory is subject to the General Objections set  
14 forth below. These objections form a part of the responses to each and every Interrogatory and are set  
15 forth here to avoid the duplication and repetition involved in restating them for each response.

16 These General Objections may be referenced specifically in response to certain interrogatories  
17 for the purpose of clarity; however, the failure specifically to incorporate a General Objection should not  
18 be construed as a waiver of the objection.

19 1. Defendant objects to each and every Interrogatory to the extent such Interrogatory seeks  
20 information protected from disclosure by various privileges, including, but not limited to, the attorney-  
21 client privilege and/or work-product doctrines, all privileges set forth in Evidence Code §§ 911-1060,  
22 1152, 1152.5, and 1154, Code of Civil Procedure § 2018.030, trade secret, and any other applicable  
23 statutory, common law, or constitutional privileges.

24 2. Defendant objects to each and every Interrogatory to the extent each such Interrogatory is  
25 overbroad, unduly burdensome and oppressive, and/or seeks information which is neither relevant nor  
26 reasonably calculated to lead to the discovery of admissible evidence in this action.

27 3. Defendant objects to all of the Interrogatories to the extent they are vague and  
28 ambiguous, in that the manner in which specific Interrogatories are phrased creates confusion given the

1 issues involved in the litigation.

2 4. Defendant has not completed its discovery, investigation, or trial preparation in this case.  
3 Therefore, these responses are made without prejudice to Defendant's right to present additional  
4 evidence or contentions in the trial based upon information hereinafter obtained or evaluated. Defendant  
5 reserves the right to supplement or amend its responses or present additional evidence of contentions at a  
6 later date.

7 5. The following responses are subject to all objections if such statements are offered in  
8 court, and all such objections are reserved and may be interposed at the time of trial or at any other time.  
9 Defendant is not making any incidental or implied admissions regarding the contents of any response.  
10 The fact that Defendant has responded to any Interrogatory should not be taken as an admission that it  
11 admits the existence of any fact set forth or assumed by the Interrogatory, or that such responses  
12 constitute admissible evidence. The fact that Defendant has answered any Interrogatory is not intended  
13 nor shall be construed to be a waiver by it of all or any part of any objection to any Interrogatory.

14 **RESPONSES**

15 **SPECIAL INTERROGATORY NO. 1:**

16 Please state how many business locations Check Into Cash of California, Inc. had in the State of  
17 California at any time from February 9, 2012 to the present.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

19 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
20 especially as to the phrase "business locations." Defendant further objects to this Interrogatory on the  
21 grounds that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery  
22 of admissible evidence. Defendant further objects to this Interrogatory on the grounds that it is  
23 overbroad as to time.

24 Subject to and without waiving the foregoing objections, Defendant responds as follows: 176  
25 stores during the applicable statutory period.

26 **SPECIAL INTERROGATORY NO. 2:**

27 Please state the addresses for each of the business locations that Check Into Cash of California,  
28 Inc. had in the State of California at any time from February 9, 2012 to the present.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

2 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
3 especially as to the terms and phrases “addresses” and “business locations.” Defendant further objects  
4 to this Interrogatory on the grounds that it seeks information that is irrelevant and not reasonably  
5 calculated to lead to the discovery of admissible evidence. Defendant further objects to this  
6 Interrogatory in that it is unduly burdensome and oppressive. Defendant further objects to this  
7 Interrogatory on the grounds that it is overbroad as to time.

8 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
9 Pursuant to California Code of Civil Procedure section 2030.230, Defendant refers Plaintiff to its  
10 document production which will be produced subject to a stipulated protective order.

11 **SPECIAL INTERROGATORY NO. 3:**

12 For the addresses of each of the business locations that Check Into Cash of California, Inc. had in  
13 the State of California at any time from February 9, 2012 to the present, please list the dates that each  
14 such location was open to the public doing business.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

16 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
17 especially as to the terms and phrases “addresses,” “business locations,” and “business.” Defendant  
18 further objects to this Interrogatory on the grounds that it seeks information that is irrelevant and not  
19 reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this  
20 Interrogatory in that it is unduly burdensome and oppressive. Defendant further objects to this  
21 Interrogatory on the grounds that it is overbroad as to time.

22 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
23 Pursuant to California Code of Civil Procedure section 2030.230, Defendant refers Plaintiff to its  
24 document production which will be produced subject to a stipulated protective order.

25 **SPECIAL INTERROGATORY NO. 4:**

26 Please describe with particularity the business that Check Into Cash of California, Inc. conducted  
27 in California at any time from February 9, 2012 to the present.

28 ///

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

2 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
3 especially as to the term “business.” Defendant further objects to this Interrogatory on the grounds that  
4 it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
5 evidence. Defendant further objects to this Interrogatory in that it is unduly burdensome and oppressive.  
6 Defendant further objects to this Interrogatory on the grounds that it is overbroad as to time.

7 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
8 Defendant offers its customers affordable, short-term, small dollar credit solutions, including but not  
9 limited to, deferred deposit transactions (also commonly known as payday advances), online payday  
10 advances, title loans, check cashing, Western Union, walk-in bill pay, and reloadable prepaid U.S.  
11 Money Cards.

12 **SPECIAL INTERROGATORY NO. 5:**

13 Please describe with particularity any policy, at any time from February 9, 2012 to the present,  
14 that Check Into Cash of California, Inc. has had regarding admitting a member of the general public into  
15 one of Check Into Cash of California, Inc.’s business locations that is located in the State of California.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

17 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
18 especially as to the terms and phrases “policy,” “admitting,” “member of the general public,” and  
19 “business locations.” Defendant further objects to this Interrogatory on the grounds that it seeks  
20 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
21 evidence. Defendant further objects to this Interrogatory in that it is unduly burdensome and oppressive.  
22 Defendant further objects to this Interrogatory on the grounds that it is overbroad as to time.

23 Subject to and without waiving the foregoing objections, Defendant responds as follows:  
24 Defendant’s written policy on the subject is the best evidence of the applicable policy. Pursuant to  
25 California Code of Civil Procedure section 2030.230, Defendant refers Plaintiff to its document  
26 production which will be produced subject to a stipulated protective order.

27 **SPECIAL INTERROGATORY NO. 6:**

28 Please state whether, at any time from February 9, 2012 to the present, Check Into Cash of



1 California, Inc. made a copy of the drivers licenses of non-employee members of the general public who  
2 enter its business locations in California during normal business hours.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

4 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
5 especially as to the terms and phrases “copy,” “enter,” “business locations,” and “normal business  
6 hours.” Defendant further objects to this Interrogatory on the grounds that it seeks information that is  
7 irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant  
8 further objects to this Interrogatory on the grounds that it is overbroad as to time.

9 Subject to and without waiving the foregoing objections, Defendant responds as follows: Yes.

10 **SPECIAL INTERROGATORY NO. 7:**

11 If, at any time from February 9, 2012 to the present, Check Into Cash of California, Inc. made a  
12 copy of the drivers licenses of non-employee members of the general public who enter its business  
13 locations in California during normal business hours, please state with particularity all reasons why.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

15 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
16 especially as to the terms and phrases “copy,” “enter,” “business locations,” and “normal business  
17 hours.” Defendant further objects to this Interrogatory on the grounds that it seeks information that is  
18 irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant  
19 further objects to this Interrogatory in that it is unduly burdensome and oppressive. Defendant further  
20 objects to this Request to the extent it calls for information protected from disclosure by the attorney-  
21 client privilege and/or attorney work-product doctrine. Defendant further objects to this Interrogatory  
22 on the grounds that it is overbroad as to time.

23 Subject to and without waiving the foregoing objections, and limited to non-privileged  
24 information, Defendant responds as follows: Defendant’s reasons for copying drivers licenses of non-  
25 employee members of the general public who enter its business locations in California during normal  
26 business hours include, without limitation, legal and regulatory compliance, ensuring a customer’s  
27 signature is consistent across all executed documents, responding to law enforcement requests for  
28 identifying documentation, guarding against fraud, money laundering and other financial crimes,

1 verifying customer identity and information (i.e., name, address, date of birth, etc.), updating customer  
2 information, and verifying customers have proper government-issued identification.

3 **SPECIAL INTERROGATORY NO. 8:**

4 Please state whether, at any time from February 9, 2012 to the present, Check Into Cash of  
5 California, Inc. had a policy of making a copy of drivers licenses of non-employee members of the  
6 general public who enter its business locations in California during normal business hours.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

8 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
9 especially as to the terms and phrases “policy,” “copy,” “enter,” “business locations,” and “normal  
10 business hours.” Defendant further objects to this Interrogatory on the grounds that it seeks information  
11 that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence.  
12 Defendant further objects to this Interrogatory on the grounds that it is overbroad as to time.

13 Subject to and without waiving the foregoing objections, Defendant responds as follows: Yes.

14 **SPECIAL INTERROGATORY NO. 9:**

15 Please state whether, at any time from February 9, 2012 to the present, Check Into Cash of  
16 California, Inc. electronically scanned the drivers licenses of non-employee members of the general  
17 public who enter its business locations in California during normal business hours.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

19 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
20 especially as to the terms and phrases “electronically scanned,” “enter,” “business locations,” and  
21 “normal business hours.” Defendant further objects to this Interrogatory on the grounds that it seeks  
22 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
23 evidence. Defendant further objects to this Interrogatory on the grounds that it is overbroad as to time.

24 Subject to and without waiving the foregoing objections, Defendant responds as follows: Yes.

25 **SPECIAL INTERROGATORY NO. 10:**

26 If, at any time from February 9, 2012 to the present, Check Into Cash of California, Inc.  
27 electronically scanned the drivers licenses of non-employee members of the general public who enter its  
28 business locations in California during normal business hours, please state with particularity all reasons

1 why.

2 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

3 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
4 especially as to the terms and phrases “electronically scanned,” “enter,” “business locations,” and  
5 “normal business hours.” Defendant further objects to this Interrogatory on the grounds that it seeks  
6 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
7 evidence. Defendant further objects to this Interrogatory in that it is unduly burdensome and oppressive.  
8 Defendant further objects to this Interrogatory to the extent it calls for information protected from  
9 disclosure by the attorney-client privilege and/or attorney work-product doctrine. Defendant further  
10 objects to this Interrogatory on the grounds that it is overbroad as to time.

11 Subject to and without waiving the foregoing objections, and limited to non-privileged  
12 information, Defendant responds as follows: Defendant’s reasons for electronically scanning drivers  
13 licenses of non-employee members of the general public who enter its business locations in California  
14 during normal business hours include, without limitation, legal and regulatory compliance, ensuring a  
15 customer’s signature is consistent across all executed documents, responding to law enforcement  
16 requests for identifying documentation, guarding against fraud, money laundering and other financial  
17 crimes, verifying customer identity and information (i.e., name, address, date of birth, etc.), updating  
18 customer information, and verifying customers have proper government-issued identification.  
19 Electronically scanning customer driver’s licenses also assists Defendant with its paper reduction  
20 efforts.

21 **SPECIAL INTERROGATORY NO. 11:**

22 Please state whether, at any time from February 9, 2012 to the present, Check Into Cash of  
23 California, Inc. had a policy regarding electronically scanning the drivers licenses of non-employee  
24 members of the general public who enter its business locations in California during normal business  
25 hours.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

27 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
28 especially as to the terms and phrases “policy,” “electronically scanning,” “enter,” “business locations,”

1 and “normal business hours.” Defendant further objects to this Interrogatory on the grounds that it seeks  
2 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
3 evidence. Defendant further objects to this Interrogatory on the grounds that it is overbroad as to time.

4 Subject to and without waiving the foregoing objections, Defendant responds as follows: Yes.

5 **SPECIAL INTERROGATORY NO. 12:**

6 Please provide Check Into Cash of California, Inc.’s best estimate of how many African-  
7 American members of the general public attempted to enter any Check Into Cash of California, Inc.  
8 business location located anywhere in California from February 9, 2012 to the present.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 12:**

10 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
11 especially as to the terms and phrases “best estimate,” “African-American members of the general  
12 public,” “attempted to enter,” and “business location.” Defendant further objects to this Interrogatory on  
13 the grounds that it seeks information that is irrelevant and not reasonably calculated to lead to the  
14 discovery of admissible evidence. Defendant further objects to this Interrogatory in that it is unduly  
15 burdensome and oppressive. Defendant further objects to this Interrogatory on the grounds it calls for  
16 speculation. Defendant further objects to this Interrogatory on the grounds that it is overbroad as to  
17 time.

18 **SPECIAL INTERROGATORY NO. 13:**

19 Please provide Check Into Cash of California, Inc.’s best estimate of how many African-  
20 American members of the general public actually entered any Check Into Cash of California, Inc.  
21 business location located anywhere in California from February 9, 2012 to the present.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 13:**

23 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
24 especially as to the terms and phrases “best estimate,” “African-American members of the general  
25 public,” “actually entered,” and “business location.” Defendant further objects to this Interrogatory on  
26 the grounds that it seeks information that is irrelevant and not reasonably calculated to lead to the  
27 discovery of admissible evidence. Defendant further objects to this Interrogatory in that it is unduly  
28 burdensome and oppressive. Defendant further objects to this Interrogatory on the grounds it calls for

1 speculation. Defendant further objects to this Interrogatory on the grounds that it is overbroad as to  
2 time.

3 **SPECIAL INTERROGATORY NO. 14:**

4 Please provide Check Into Cash of California, Inc.'s best estimate of how many members of the  
5 general public attempted to enter any Check Into Cash of California, Inc. business location located  
6 anywhere in California from February 9, 2012 to the present.

7 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

8 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
9 especially as to the terms and phrases "best estimate," "members of the general public," "attempted to  
10 enter," and "business location." Defendant further objects to this Interrogatory on the grounds that it  
11 seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
12 evidence. Defendant further objects to this Interrogatory in that it is unduly burdensome and oppressive.  
13 Defendant further objects to this Interrogatory on the grounds it calls for speculation. Defendant further  
14 objects to this Interrogatory on the grounds that it is overbroad as to time.

15 **SPECIAL INTERROGATORY NO. 15:**

16 Please provide Check Into Cash of California, Inc.'s best estimate of how many members of the  
17 general public actually entered any Check Into Cash of California, Inc. business location located  
18 anywhere in California from February 9, 2012 to the present.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

20 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
21 especially as to the terms and phrases "best estimate," "members of the general public," "actually  
22 entered," and "business location." Defendant further objects to this Interrogatory on the grounds that it  
23 seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
24 evidence. Defendant further objects to this Interrogatory in that it is unduly burdensome and oppressive.  
25 Defendant further objects to this Interrogatory on the grounds it calls for speculation. Defendant further  
26 objects to this Interrogatory on the grounds that it is overbroad as to time.

27 **SPECIAL INTERROGATORY NO. 16:**

28 Please provide Check Into Cash of California, Inc.'s best estimate of how many members of the

1 general public actually entered any Check Into Cash of California, Inc. business location located  
2 anywhere in California from February 9, 2012 to the present and completed a transaction there.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

4 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
5 especially as to the terms and phrases “best estimate,” “members of the general public,” “actually  
6 entered,” “business location,” and “completed a transaction there.” Defendant further objects to this  
7 Interrogatory on the grounds that it seeks information that is irrelevant and not reasonably calculated to  
8 lead to the discovery of admissible evidence. Defendant further objects to this Interrogatory in that it is  
9 unduly burdensome and oppressive. Defendant further objects to this Interrogatory on the grounds it  
10 calls for speculation. Defendant further objects to this Interrogatory on the grounds that it is overbroad  
11 as to time.

12 **SPECIAL INTERROGATORY NO. 17:**

13 Please describe with particularity any document that Check Into Cash of California, Inc. utilized  
14 to answer any of the specially prepared interrogatories in this set of specially prepared interrogatories.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

16 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
17 especially as to the terms “document” and “utilized.” Defendant further objects to this Interrogatory on  
18 the grounds that it seeks information that is irrelevant and not reasonably calculated to lead to the  
19 discovery of admissible evidence. Defendant further objects to this Interrogatory in that it is unduly  
20 burdensome and oppressive. Defendant further objects to this Request to the extent it calls for  
21 information protected from disclosure by the attorney-client privilege and/or attorney work-product  
22 doctrine.

23 Subject to and without waiving the foregoing objections, and limited to non-privileged  
24 information, Defendant responds as follows: Pursuant to California Code of Civil Procedure section  
25 2030.230, Defendant refers Plaintiff to its document production which will be produced subject to a  
26 stipulated protective order.

27 **SPECIAL INTERROGATORY NO. 18:**

28 Does Check Into Cash of California, Inc. have copies of any of the drivers licenses of the non-

1 employee members of the general public who entered its business locations in California during normal  
2 business hours from February 9, 2012 to the present.

3 **RESPONSE TO SPECIAL INTERROGATORY NO. 18:**

4 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
5 especially as to the terms and phrases “copies,” “entered,” “business locations,” and “normal business  
6 hours.” Defendant further objects to this Interrogatory on the grounds that it seeks information that is  
7 irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant  
8 further objects to this Interrogatory on the grounds that it is overbroad as to time.

9 Subject to and without waiving the foregoing objections, Defendant responds as follows: Yes.

10 **SPECIAL INTERROGATORY NO. 19:**

11 Does Check Into Cash of California, Inc. have copies of any electronic scans of the drivers  
12 licenses of the non-employee members of the general public who entered its business locations in  
13 California during normal business hours from February 9, 2012 to the present.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 19:**

15 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
16 especially as to the terms and phrases “copies,” “electronic scans,” “entered,” “business locations,” and  
17 “normal business hours.” Defendant further objects to this Interrogatory on the grounds that it seeks  
18 information that is irrelevant and not reasonably calculated to lead to the discovery of admissible  
19 evidence. Defendant further objects to this Interrogatory on the grounds it is unintelligible as drafted.  
20 Defendant further objects to this Interrogatory on the grounds that it is overbroad as to time.

21 **SPECIAL INTERROGATORY NO. 20:**

22 Please describe with particularity the relationship between Check Into Cash of California, Inc.  
23 and Check Into Cash, Inc.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

25 Defendant objects to this Interrogatory on the grounds that it is vague, ambiguous and overbroad,  
26 especially as to the term “relationship.” Defendant further objects to this Interrogatory on the grounds  
27 that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of  
28 admissible evidence.

1 Subject to and without waiving the foregoing objections, Defendant responds as follows: Check  
2 Into Cash of California, Inc., which operates the California stores, is a wholly owned subsidiary of  
3 Check Into Cash, Inc.

4  
5 DATED: October 6, 2017

JACKSON LEWIS P.C.

6  
7 By: \_\_\_\_\_

Michael A. Hood

Kathy A. Le

8  
9 Attorneys for Defendants  
10 CHECK INTO CASH, INC. and  
11 CHECK INTO CASH OF CALIFORNIA, INC.  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



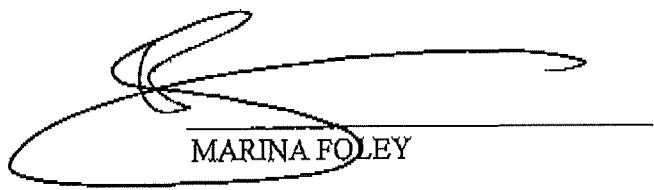
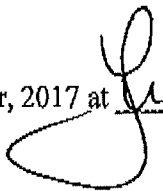
VERIFICATION

I, Marina Foley, declare as follows:

I am an authorized representative of DEFENDANT CHECK INTO CASH OF CALIFORNIA, INC. ("Defendant"), and have read the foregoing DEFENDANT CHECK INTO CASH OF CALIFORNIA, INC.'S RESPONSES TO PLAINTIFF CHRISTINA HARVEY'S SPECIAL INTERROGATORIES, SET ONE. The information set forth in said Responses was gathered and collated by persons regularly in the employ of Defendant and files kept by Defendant in the regular and ordinary course of its business. Said persons have reported to Defendant that said Responses truly and correctly reflect the contents of said records with respect to the subject matter, to the best of their knowledge, wherefore, Defendant states upon information and belief that said DEFENDANT CHECK INTO CASH OF CALIFORNIA, INC.'S RESPONSES TO PLAINTIFF CHRISTINA HARVEY'S SPECIAL INTERROGATORIES, SET ONE, are true and correct to the best of my knowledge according to and based upon the records and files of Defendant and information transmitted to Defendant as aforesaid.

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

Executed this 6<sup>th</sup> day of October, 2017 at San Jose, California.

  
MARINA FOLEY

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 **CASE NAME: CHRISTINA HARVEY, et al. vs. CHECK INTO CASH, INC., et al.**

4 **CASE NUMBER: BC609540**

5 I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to  
6 the within action; my business address is: 200 Spectrum Center Drive, Suite 500, Irvine, CA 92618.

7 On October 6, 2017, I served the foregoing document described as:

8 **DEFENDANT CHECK INTO CASH OF CALIFORNIA, INC.'S RESPONSES TO**  
9 **PLAINTIFF CHRISTINA HARVEY'S SPECIAL INTERROGATORIES, SET ONE**

10 in this action by placing a true copy thereof in a sealed envelope addressed as follows:

11 Mark Mazda  
12 Law Office of Mark Mazda  
13 2040 Main Street, Suite 550  
14 Irvine, CA 92614  
15 Telephone : (949) 222-9182  
16 Facsimile : (949) 222-9199

17 Attorney for Plaintiffs  
18 Christina Harvey, Dyrius Grooms, Tyrie  
19 Dedrick, Armond Person, Anthony Logan, and  
20 Deron Hollins

21  **BY CASE ANYWHERE** I caused a true and correct copy thereof to be electronically served  
22 using Case Anywhere Service System and service was completed by electronic service on the  
23 registered participants of the Case Anywhere System.

24 **[XX] STATE** I declare under penalty of perjury under the laws of the State of California that the  
25 above is true and correct.

26 Executed on October 6, 2017, at Irvine, California.

27   
28 \_\_\_\_\_  
Deborah Neforos

# **Exhibit 3**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CHRISTINA HARVEY; DYRIUS )  
GROOMES; TYRIE DEDRICK; )  
ARMOND PERSON; and ANTHONY )  
LOGAN, on behalf of Themselves) )  
and the Class; DERON HOLLINS, )  
 )  
Plaintiffs, )

vs. ) Case No. BC609540

CHECK INTO CASH, INC., an )  
entity of unknown form; CHECK )  
INTO CASH OF CALIFORNIA, INC., )  
an entity of unknown form; and )  
DOES 1 to 10, inclusive, )  
 )  
Defendants. )

DEPOSITION OF PERSON MOST KNOWLEDGABLE MARINA FOLEY

Date and time: Friday, March 6, 2020  
10:00 a.m.

Location: 2601 Main Street  
Suite 1200  
Irvine, California

Reporter: Tammi L. Lee, CSR  
Certificate No. 11034

Job No.: 10067523

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

CHRISTINA HARVEY; DYRIUS	)	
GROOMES; TYRIE DEDRICK;	)	
ARMOND PERSON; and ANTHONY	)	
LOGAN, on behalf of Themselves)	)	
and the Class; DERON HOLLINS,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No. BC609540
	)	
CHECK INTO CASH, INC., an	)	
entity of unknown form; CHECK	)	
INTO CASH OF CALIFORNIA, INC.,)	)	
an entity of unknown form; and)	)	
DOES 1 to 10, inclusive,	)	
	)	
Defendants.	)	
	)	

---

Deposition of Person Most Knowledgable  
Marina Foley, taken before Tammi L. Lee, CSR, a  
certified shorthand reporter for the State of  
California, CSR #11034, with principal office in the  
County of Orange, commencing on Friday, March 6,  
2020, 10:00 a.m., at 2601 Main Street, Suite 1200,  
Irvine, California.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

APPEARANCES:

For Plaintiffs:

LAW OFFICE OF MARK MAZDA  
BY: MARK MAZDA, ESQ.  
2601 Main Street, Suite 1200  
Irvine, California 92614  
(949) 222-9182  
mark@markmazda.com

For Defendants:

JACKSON LEWIS  
BY: MICHAEL A. HOOD, ESQ.  
200 Spectrum Center Drive, Suite 500  
Irvine, California 92618  
(949) 885-1360  
michael.hood@jacksonlewis.com

ALSO PRESENT: CHRISTINA HARVEY

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

Examination By:	Page
MR. MAZDA	5

EXHIBITS

Exhibit	Description	Page
Exhibit 1	First Amended Notice of Deposition	163
Exhibit 2	Declaration of Amanda Surdow in Support of Defendants' Opposition to Plaintiffs' Motion for Class Certification	172

INSTRUCTED NOT TO ANSWER

(None.)

REQUESTED INFORMATION

Page	Line
38	1
115	9

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IRVINE, CALIFORNIA

FRIDAY, MARCH 6, 2020, 10:00 A.M.

MARINA FOLEY,

having been first duly sworn by the reporter,  
was examined and testified as follows:

EXAMINATION

BY MR. MAZDA:

**Q Good morning.**

A Good morning.

**Q Could you please state your full for the record?**

A Marina Foley.

**Q Can you spell -- is it M-a-r-i-n-a?**

A Correct.

**Q And Foley, F-o-l-e-y?**

A Yes.

**Q Okay. Ms. Foley or Mrs. Foley?**

A Mrs.

**Q Mrs. Foley. Mrs. Foley, so this deposition is being taken in connection with a legal action that Christina Harvey and the other named plaintiffs have filed against Check into Cash, Inc.**



1 and Check into Cash of California, Inc.

2 Do you understand that?

3 A Yes, sir.

4 Q Okay. Even though this is an informal  
5 setting in a law firm conference room, your  
6 testimony has the same force and effect as if you  
7 were testifying in court before a judge or a jury.

8 Do you understand that?

9 A Yes.

10 Q The certified shorthand reporter sitting  
11 to my right and to your left, who I will refer to as  
12 a court reporter, has administered you an oath.

13 Do you understand that?

14 A Yes.

15 Q Okay. And there are certain civil and  
16 criminal penalties for willfully giving false  
17 testimony under oath.

18 Do you understand that?

19 A Yes.

20 Q Okay. The court reporter will take down  
21 everything that is said while we are on the record,  
22 and after the deposition is over, she will prepare  
23 what's called a deposition transcript, which is a  
24 booklet of everything that is said while we're on  
25 the record.

1           A     No.

2           Q     Okay. We will take breaks. Usually I  
3 take a break once an hour. I don't anticipate this  
4 deposition going all day, so it shouldn't be that  
5 long. But if you need to take a break, we've got a  
6 kitchen. We've got restrooms. It's not an  
7 endurance test. Okay?

8           A     Okay.

9           Q     Any questions before we start the  
10 substance of the deposition?

11          A     No.

12          Q     Okay. All right. Who is your employer?

13          A     Check into Cash.

14          Q     Inc.?

15          A     Of California.

16          Q     Okay. How is it that the company  
17 distinguishes, for example, Check into Cash of  
18 California, Inc. from Check into Cash, Inc.?

19          A     We're a subsidiary of Inc.

20          Q     Okay. Do you remember guys -- Check into  
21 Cash of California, does it colloquially refer to  
22 itself as something like Check into Cash CA or just  
23 Check into Cash?

24          A     Just Check into Cash of California.

25          Q     Okay. Is there a shortened way we can

1 refer to Check into Cash of California through this  
2 deposition --

3 A If you --

4 Q -- as opposed to Check into Cash the  
5 parent corporation? Is there a way that internally  
6 you guys do it to refer to the two entities?

7 A Check into Cash of California.

8 Q Okay. So there's Check into Cash of  
9 California and Check into Cash?

10 A (Witness nods head.)

11 Q And your employer -- is that correct?

12 A Yes.

13 Q And your employer is Check into Cash of  
14 California?

15 A Correct.

16 Q What is your title?

17 A Regional vice president.

18 Q And how long have you been regional vice  
19 president?

20 A About two and a half years.

21 Q We'll get into that in just a second.  
22 Have you ever been deposed before?

23 A No.

24 Q Okay. Have you ever -- have you  
25 personally ever been a party to a lawsuit?

1     **and the history of robberies at Check into Cash.**

2     **Okay?**

3             A     Okay.

4             MR. MAZDA:   Off the record.

5                     (Recess taken.)

6             MR. MAZDA:   Back on the record.

7     BY MR. MAZDA:

8             **Q     Okay.  Let's talk now about the history of**  
9     **robberies at Check into Cash of California stores**  
10    **from 2011 to the present.  And in Amanda Surdow's**  
11    **declaration she says -- and I'll just read it --**  
12    **quote, "In 2011 Check into Cash experienced**  
13    **robberies at 28 of its California stores," end**  
14    **quote.**

15                    **You worked at Check into Cash in 2011,**  
16    **correct?**

17             A     That is correct.

18             **Q     Did you become aware of robberies at Check**  
19    **into Cash of California stores?**

20             A     Yes.

21             **Q     And the 2011 robberies, were there more of**  
22    **them than there were, for example, in the previous**  
23    **year?**

24             A     I couldn't speak to that.  I don't  
25    remember that.

1           **Q**     **Okay. Do you remember, were these -- do**  
2 **you remember any of the specifics about these**  
3 **robberies?**

4           **A**     **No. I would have to know store numbers to**  
5 **be able to answer specifically.**

6           **Q**     **Okay. Does Check into Cash of**  
7 **California -- do the centers have cash in the**  
8 **center?**

9           **A**     **Yes.**

10          **Q**     **Like a bank?**

11          **A**     **Yes.**

12          **Q**     **Approximately how much cash do they have**  
13 **in a center at any given time while they're open?**

14                **MR. HOOD:** Or is that something that you  
15 would not want to disclose generally?

16                **THE WITNESS:** That is correct. I would  
17 prefer not to.

18 **BY MR. MAZDA:**

19          **Q**     **Okay. But it's -- and I don't need to**  
20 **know the exact amount of money. But it's a**  
21 **significant amount of money?**

22          **A**     **It's a cash business.**

23          **Q**     **Okay. At the end of the day do the**  
24 **centers take the cash from the center and take it to**  
25 **a bank, or do they just keep it at the center?**

1 A I prefer not to answer that.

2 Q Okay. Because of a security --

3 A Yes.

4 Q -- risk?

5 A Yes.

6 Q Okay. All right. Are there safes in the  
7 stores?

8 A I prefer not to answer that.

9 Q Okay. So all of these security-related  
10 questions -- let me ask you this. Were the  
11 robberies in 2011 -- were they mostly robberies when  
12 the stores were open or closed?

13 A A robbery means the store is open. Being  
14 burglarized is when it happens after hours.

15 Q Okay. So were there any burglars in 2011  
16 as well?

17 A I couldn't answer for sure, but I'm  
18 assuming we -- I mean, I'm sure we did.

19 Q Okay.

20 A It's the robberies that Amanda was  
21 referring to --

22 Q Okay.

23 A -- physical.

24 Q So the robberies -- when the robberies  
25 occur, do the robbers have weapons like guns and

1 **knives on them?**

2 A Sometimes, yes.

3 **Q Okay. If they don't have weapons -- are**  
4 **you aware of the robberies occurring in 2011 that**  
5 **didn't have guns or knives?**

6 A No, I'm not.

7 **Q Okay. Did anyone get hurt, shot or killed**  
8 **or --**

9 A We have. Yes, they have.

10 **Q How many people, if you remember?**

11 A Two.

12 **Q In 2011 or just in general you're**  
13 **remembering two?**

14 A I'm remembering in general, but I know  
15 that, yeah, there was AKs and guns.

16 **Q And was it an employee or a customer that**  
17 **got shot?**

18 A It was our guard --

19 **Q It was a guard?**

20 A -- that got shot.

21 **Q And he died?**

22 A Yes.

23 **Q I'm sorry to hear that.**

24 A Thank you.

25 **Q Have you done any comparisons in the**

1           A     Let me look at it.  Yes.  I have the  
2 center number, I have the street address --

3           **Q     Okay.**

4           A     -- and for the glass stores when the glass  
5 was installed, which typically would just be a date  
6 on the far right.

7           **Q     Now, since -- these are all stores that**  
8 **had prior to the installation of bulletproof glass a**  
9 **much higher rate of robberies, correct?**

10          A     That is correct.

11          **Q     And since the bulletproof glass has gone**  
12 **into these stores, have there been any robberies at**  
13 **these stores?**

14          A     No.

15          **Q     So the bulletproof glass has prevented**  
16 **future robberies by virtue of it being installed and**  
17 **in place?**

18          A     Correct.

19          **Q     Ah, okay.  So it's been an effective**  
20 **deterrent?**

21          A     Yes.

22          **Q     How much, on average, does it cost to**  
23 **install the bulletproof glass to make the center**  
24 **from a regular center into a bulletproof glass**  
25 **center?**



1 A Approximately \$20,000.

2 Q Per center?

3 A Correct.

4 Q How many of the centers have had  
5 bulletproof glass installed in California?

6 A Forty-two.

7 Q Okay. All right. Has there been a --  
8 strike that.

9 When was it that these 42 centers got the  
10 bulletproof glass, approximately? And I realize  
11 they all didn't get them at the same time, but --

12 A Started in 2009, and I'm guessing the last  
13 install was probably 2012 maybe --

14 Q Okay.

15 A -- maybe 2011. Sorry.

16 Q Okay. So either from 2009 to 2011 or 2009  
17 to 2012 is when these 42 centers got the bulletproof  
18 glass, correct?

19 A That is correct.

20 Q Are there any plans to make the other  
21 California centers bulletproof glass centers?

22 A No.

23 Q And why not, if you know?

24 A It hasn't been warranted by robberies.

25 Q Okay. The number of robberies in the

1 non-bulletproof glass stores is not enough to  
2 warrant putting in the bulletproof glass; is that  
3 right?

4 A For some of them, that's correct. Some of  
5 them are locked and some of them are buzzers, so it  
6 just depends.

7 Q Okay.

8 A I just can't afford 20 grand for --

9 Q For each store in California?

10 A Think of the stores, 130 stores; that's  
11 huge.

12 Q Okay. There's 130 stores currently that  
13 Check into Cash of California operates in the State  
14 of California that don't have the bulletproof glass;  
15 is that correct?

16 A That's correct.

17 Q Did you see more robberies in Northern  
18 California as opposed to Southern California or  
19 Southern California as opposed to Northern  
20 California, or was it pretty even in terms of those  
21 two regions?

22 A I wouldn't say it's pretty even because I  
23 can't be certain, but we have our share of robberies  
24 north and south.

25 Q Did you see more robberies in, like, city

1 areas as opposed to more rural areas or more in  
2 rural areas as opposed to city areas, or did it just  
3 vary?

4 A It just varies.

5 Q Okay. Did places like L.A. have more? I  
6 assume you have Check into Cash stores in L.A.?

7 A I do.

8 Q Did you see -- because L.A. is the biggest  
9 city in California. Did you see more robberies in  
10 the L.A. stores as opposed to the non-L.A. stores?

11 A Those are pretty much my glass stores,  
12 so...

13 Q L.A. has a lot of glass stores?

14 A Yes.

15 Q Okay. And at a glass store you can just  
16 walk right in; you don't need to show I.D., right?

17 A That is correct.

18 Q Okay. Are there companies with whom you  
19 contracted that installed the glass? You know, when  
20 you decide --

21 A Did I use one vendor?

22 Q Yes.

23 A Yes.

24 Q Okay. And is that a vendor that  
25 specializes in doing this for banks and

1     **you still get a lot of burglaries?**

2             A     Yes.

3             **Q     Those are after hours when the centers are**  
4 **closed, correct?**

5             A     Correct.

6             **Q     Okay. All right. Let's talk about the**  
7 **different ways Check into Cash of California sets up**  
8 **its 172 stores. It's 172, right?**

9             A     Correct.

10            **Q     Okay. So from the Surdow declaration Ms.**  
11 **Surdow talks about a buzzer store, a locked store, a**  
12 **bullet-resistant glass store, and then she says**  
13 **there's 80 California Check into Cash stores that**  
14 **are not set up as a buzzer store, locked store, or**  
15 **bullet-resistant glass store. And in those 80**  
16 **stores the store's main entry door remains unlocked**  
17 **during regular business hours.**

18                   MR. HOOD: I think her math is off.

19                   THE WITNESS: Yeah. Her math is off for  
20 sure.

21 BY MR. MAZDA:

22             **Q     Her math is off? Okay.**

23                   MR. HOOD: It could be a typo in the  
24 document.

25

1 BY MR. MAZDA:

2 Q So --

3 A Ninety. Sorry. I had to do all that  
4 backwards.

5 Q So there are 90 that are not a buzzer  
6 store, locked store, or bullet-resistant glass  
7 store?

8 A That is correct.

9 Q Okay. So 90 stores. And in those 90  
10 stores you just walk right in the front door; it's  
11 open?

12 A Correct.

13 Q Okay. How many of the 90 are in the SoCal  
14 region and how many are in NorCal?

15 A I don't have that for you.

16 Q Okay. Is there a document that tells us  
17 what these -- where these 90 stores are located?

18 A Yes.

19 Q What is that document called?

20 A It's the same one that we talked about.

21 Q The one --

22 A The one that lists the glass, it lists  
23 every store, their city, if they're glass, if  
24 they're buzzer, if they're locked.

25 Q And if it doesn't say any of those three,

1 Q Okay. But hold on just one second.

2 There's 90 stores that are open, correct?

3 A Yes.

4 Q Forty-two that are glass?

5 A Yes.

6 Q And of those -- so that's 132 stores where  
7 the door -- the front door is wide open. Anybody  
8 can just walk right in. They don't have to show any  
9 I.D. They don't have to do any of that.

10 A That's correct.

11 Q Okay. So 132 stores. And we can figure  
12 out from documents that Check into Cash of  
13 California has which of those stores comprise that  
14 132, correct?

15 A Yes.

16 Q Okay. And that would be on the listing of  
17 the center -- the listing of centers, the document  
18 that we've been talking?

19 A Center status, yeah.

20 Q Center status. Okay. And so during the  
21 class period, February 9, 2012, to the present --  
22 well, it may be difficult for 2012, but from 2013 to  
23 the present, those 132 stores people could just walk  
24 right in without having to show any I.D.?

25 A That's correct.

1           **Q**     **Okay. There may be parts of 2012 for the**  
2 **42 glass stores -- well, let me ask this. Before**  
3 **they had the bulletproof glass installed in the year**  
4 **2012, were they open?**

5                   MR. HOOD: Prior?

6 BY MR. MAZDA:

7           **Q**     **Yes, from December 31, 2012, backwards --**

8           A     2009 is when the glass rolled out.

9           **Q**     **2009 is when the glass rolled out. Okay.**

10          A     Yeah. The last -- there's a few that we  
11 put it in the latter part.

12          **Q**     **Okay. So --**

13          A     The majority were 2009.

14          **Q**     **Okay. So for the class period, then,**  
15 **there's 132 stores where there was no-show-your-I.D.**  
16 **procedure to get into the store?**

17          A     That's correct.

18          **Q**     **Okay. And so during the class period,**  
19 **we're talking about approximately 40, maybe a little**  
20 **more with store mergers or closures, 40**  
21 **approximately stores in California that Check into**  
22 **Cash of California operates where it was either a**  
23 **buzzer store or a locked store, correct?**

24          A     Forty of them, yes.

25          **Q**     **Okay. And, again, we can know which of**

1 BY MR. MAZDA:

2 Q I'm sorry. The stores that eventually got  
3 the bulletproof glass system were locations where  
4 there were a higher rate of robberies and more  
5 brutal style of robbery, correct?

6 A Yes.

7 Q Okay. So to make the 40 stores that are  
8 not walk-ins and not bulletproof glass would cost  
9 approximately \$800,000; is that right?

10 A Just about, yeah, if you do the math.

11 Q Because there's 40 times 20,000?

12 A Forty times 20,000.

13 Q Do you -- the company that did this  
14 before, did they give you a discount for doing the  
15 42 centers that you already did?

16 A We didn't do them at all once, so no.

17 Q Okay. All right. Let's talk about these  
18 four different types of stores. How many buzzer  
19 stores are there? Do you know?

20 A I don't have a breakdown. I know that I  
21 have 38 -- oh, 38. Sorry.

22 MR. HOOD: That is the breakdown.

23 BY MR. MAZDA:

24 Q So --

25 A Take that to the bank.



1           **Q     So we got 38 buzzer stores, 42 glass**  
2 **stores, right?**

3           A     And two that are just locked, but I  
4 ordered buzzers for them this week.

5           **Q     Two that are locked, but they're going to**  
6 **become buzzer?**

7           A     Yes.

8           **Q     Okay.**

9           A     And those are two new ones to the stores  
10 because of the violent robberies that they've had.

11          **Q     They've had at least two stores that were**  
12 **locked but are going to become buzzer. Which stores**  
13 **were they?**

14          A     Morro Bay.

15          **Q     Okay. And --**

16          A     And -- oh, my gosh. 9070, Fullerton.

17          **Q     Fullerton. Okay. Now, is Morro Bay an**  
18 **upscale --**

19          A     It's beautiful.

20          **Q     -- area?**

21          A     Uh-huh.

22          **Q     It's an upscale area?**

23          A     Yes.

24          **Q     Okay.**

25               MR. HOOD: Have you been there?

1 but we're talking about the buzzer system, the  
2 buzzer system and locked stores. So let's talk  
3 about those two for a second.

4 Tell me how the buzzer store works. What  
5 is the -- how does that --

6 MR. HOOD: What do you mean how --

7 BY MR. MAZDA:

8 Q Somebody comes to get into a Check into  
9 Cash store and it's a buzzer store. How does that  
10 person gain entrance to the store?

11 A The center has to have it posted that I.D.  
12 is required. And if you come up to the door, the  
13 employee grabs the clipboard, the form on it is  
14 called "customer log," and the employee goes up to  
15 the door and there's already the notice, the  
16 customer shows the I.D., we record date, name, and  
17 I.D. number.

18 Q Hold on just a second. Okay.

19 A And then the employee returns the  
20 clipboard, safeguards it under the counter, and then  
21 she can or he can buzz the customer in. The  
22 exception to this rule is if I know you.

23 MR. HOOD: I being who?

24 THE WITNESS: Me, the employee, knows  
25 "Hey, here comes Mark," then we can let you in.

1 BY MR. MAZDA:

2 Q Okay. Now, if -- so the exception is if  
3 the employee taking the information is familiar with  
4 the person that's coming in, they can just buzz --

5 A Buzz you in.

6 Q Okay. Now, a locked store, it's the exact  
7 same procedure, except instead of a buzzer, it would  
8 be, like, a key to unlock?

9 A It's a thumb turn, but they have to  
10 safeguard the clipboard, then they've got to walk  
11 all the way back over to the door and let you in.  
12 And then when you come in, they've got to close the  
13 door and lock it.

14 Q Ah, okay. So the buzzer -- the difference  
15 is the buzzer makes the person have to walk less?

16 A One item less, yeah.

17 Q Okay. But it's the same concept, buzzer  
18 and locked?

19 A Yes.

20 Q Okay. And when you -- so let me see --  
21 let me get a little more detail on this process.

22 So if someone comes to a buzzer store and  
23 a potential customer is going to try to enter,  
24 there's an employee that will then go to the front  
25 door where the door is locked, correct? Is that

1 correct?

2 A Yes.

3 Q And that person has a clipboard with a  
4 customer log sheet, a blank one, on the clipboard;  
5 is that correct?

6 A It won't be blank. It will have whatever  
7 customers --

8 Q I understand. It will have a form, and it  
9 needs to be filled in with certain information?

10 A Yes.

11 Q Okay. And one of the pieces of  
12 information is the person outside, their name,  
13 correct?

14 A Yes.

15 Q The date of the -- that it currently is,  
16 correct?

17 A Yes.

18 Q And then the I.D. number for that person  
19 for whatever form of I.D. they're showing to gain  
20 admittance; is that correct?

21 A Yes.

22 Q Okay. And are these customer logs then  
23 saved somewhere?

24 A Yes.

25 Q Okay. Does the -- so the employee taking

1 down that information for that person, they then go  
2 where? They go behind a desk or where do they go?

3 A They go back behind the customer counter,  
4 the employee side.

5 Q Okay. They go back behind the customer  
6 counter. And then at a buzzer store they hit a  
7 button and the door opens and the person comes in?

8 A Yes.

9 Q Okay. And then shuts the door. Does the  
10 door have springs that force it to close after the  
11 person is through so that the door isn't just left  
12 ajar for people behind to come in?

13 A Yes.

14 Q Okay. And does -- some stores, do they  
15 have a mail slot where they ask the person to  
16 provide the I.D. through the slot or no?

17 A No.

18 Q Okay. So it's just put your I.D. up to  
19 the glass so that the person writing on the  
20 clipboard, the employee, can view the information  
21 off the I.D.?

22 A Yes.

23 Q Okay. Are these customer logs then kept  
24 by Check into Cash of California?

25 A Yes.

1 will. Let's go off the record.

2 (Recess taken.)

3 MR. MAZDA: We're back on the record.

4 BY MR. MAZDA:

5 Q You realize you're still under oath, Mrs.  
6 Foley?

7 A Yes.

8 Q Do you know whether Check into Cash of  
9 California or Check into Cash have any documents  
10 regarding any training on this buzzer store policy?

11 A No.

12 Q They don't?

13 A No, we do not.

14 Q Is there a reason why the 40 stores who  
15 have the buzzer store policy -- or soon to be 40  
16 stores have the buzzer store policy cannot just be  
17 unlocked and open the public during business hours?

18 A Safety and security.

19 Q Okay. And is it Check into Cash of  
20 California's position that it's too expensive to  
21 convert those 40 stores to bulletproof glass stores?

22 A Yes. And -- sorry.

23 MR. HOOD: Go ahead. She's not here to  
24 talk on that -- on behalf of Check into Cash on that  
25 subject, but she answered.

1           MR. MAZDA: I'll propose that we'll  
2 relieve the court reporter of her duty for care and  
3 maintenance of the transcript under the Code of  
4 Civil Procedure; that the original of the deposition  
5 transcript will go to Mr. Hood's office; that the  
6 witness will be provided 30 days from Mr. Hood's  
7 receipt of the original of the transcript to make  
8 any changes to the transcript that she believes are  
9 necessary; that she will then sign the original  
10 transcript under penalty of perjury.

11           Do you want to keep it, or do you want to  
12 give it back?

13           MR. HOOD: I'm happy to send it back to  
14 you.

15           MR. MAZDA: Mr. Hood will within two weeks  
16 of that 30-day period expiring forward the original  
17 of the transcript to me and that he will advise me  
18 within that 30-day period of any changes. You can  
19 do it via letter or via e-mail or fax, however you  
20 want to do it, and that I will -- well, strike that.

21           If the original -- if Mr. Hood does not  
22 advise me in that 30-day period of any changes, that  
23 an original or a certified copy without any changes  
24 will be deemed the transcript for all purposes and  
25 that I will maintain custody of the original, I will

1 lodge it upon reasonable request with the court for  
2 any trial, law and motion, or other proceeding, and  
3 that a certified copy with changes if they're made  
4 and without them if they're not can be used in lieu  
5 of the original for all purposes.

6 So stipulated?

7 MR. HOOD: So stipulated.

8 MR. MAZDA: All right.

9

10 (Deposition concluded at 2:53 p.m.

11 Declaration under penalty of perjury on the  
12 following page hereof.)

13

14

15

16

17

18

19

20

21

22

23

24

25



1 STATE OF CALIFORNIA )  
 )  
2 COUNTY OF ORANGE ) SS:

3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I, Tammi L. Lee, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 11034, which is in full force and effect and that I am authorized to administer oaths and affirmations;

That the foregoing deposition of the herein named witness was taken before me at the time and place herein set forth;

That prior to being examined, the witness named in the foregoing deposition was duly sworn or affirmed by me to testify the truth, the whole truth, and nothing but the truth;


That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed under my direction and supervision;

That the foregoing pages contain a full, true, and accurate record of the proceedings and the testimony to the best of my skill and ability;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I a relative or employee of such attorney or counsel, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this 20th day of March, 2020.



---

TAMMI L. LEE, CSR NO. 11034

# **Exhibit 4**

COPY

LAW OFFICES OF MARK N. MAZDA  
ATTORNEYS AT LAW  
2040 Main Street, Suite 710  
Irvine, California 92614  
(949) 222-9182

By Fax

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

LAW OFFICE OF MARK MAZDA  
MARK MAZDA, SB# 181419  
2040 Main Street, Suite 550  
Irvine, California 92614  
telephone (949) 222-9182  
facsimile (949) 222-9199

Attorneys for Plaintiffs  
Christina Harvey, Dyrius Groomes, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins, and the Plaintiff class

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

FEB 08 2016

Sherri R. Carter, Executive Officer/Clerk  
By: Judi Lara, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

Christina Harvey; Dyrius Groomes; Tyrie  
Dedrick; Armond Person; and Anthony  
Logan, on behalf of Themselves and the  
Class; Deron Hollins,

Plaintiffs,

vs.

Check Into Cash, Inc., an entity of unknown  
form; Check Into Cash of California, Inc., an  
entity of unknown form; and Does 1 to 10,  
inclusive,

Defendants.

CASE NO. **BC 6 0 9 5 4 0**

CLASS ACTION

COMPLAINT FOR DAMAGES AND  
PRELIMINARY AND PERMANENT  
INJUNCTION BASED UPON:

1. VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT (Non-Class Claim);
2. VIOLATIONS OF THE UNFAIR COMPETITION LAW (Non-Class Claim);
3. VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT (Class-Action Claim); AND
4. VIOLATIONS OF THE UNFAIR COMPETITION LAW (Class Claim)

Plaintiffs allege as follows:

**PARTIES**

1. At all times relevant to this complaint, Plaintiffs Christina Harvey, Dyrius Groomes, Tyrie Dedrick, Armond Person, Anthony Logan, and Deron Hollins are individuals who conduct business within Los Angeles County, California.

2. Defendant Check Into Cash, Inc. is, and at all times mentioned was, a business entity of unknown form, which conducts business throughout the State of California, including in the County of Los Angeles, California. The misconduct that Check Into Cash, Inc. engaged in as alleged herein occurred

Complaint

1 *inter alia* in the County of Los Angeles, California.

2 3. Defendant Check Into Cash of California, Inc. is a business entity of unknown form, which  
3 conducts business throughout the State of California, including in the County of Los Angeles, California.  
4 The misconduct that Check Into Cash of California, Inc. engaged in as alleged herein occurred *inter alia*  
5 in the County of Los Angeles, California.

6 4. Check Into Cash, Inc. and Check Into Cash of California, Inc. are collectively referred to herein  
7 as “Check Into Cash.”

8 5. Plaintiffs are unaware of the true names and capacities of Defendants Does 1 through 10,  
9 inclusive, and therefore Plaintiffs sue these Defendants by fictitious names. Plaintiffs are informed and  
10 believe and on that basis allege that each of the fictitiously named Defendants is in some manner  
11 responsible for the damage to Plaintiffs as alleged in this complaint. Plaintiffs will amend this complaint  
12 to show the true names and capacities of these fictitiously named Defendants after their true names and  
13 capacities have been ascertained.

14 6. Plaintiffs are informed and believe and allege thereon that each of the Defendants were at all  
15 times relevant hereto the alter-egos, agents, apparent agents, employees, servants, employers, masters,  
16 or representatives of the remaining co-Defendants, and in doing the things hereinafter alleged were  
17 acting within the course and scope of such relationship and with the permission, approval, ratification,  
18 and/or consent of their co-Defendants and were vicariously liable for each other’s tortious conduct.

19 7. Plaintiffs are further informed and believe that at all times herein mentioned each of the  
20 Defendants, including the fictitious Doe Defendants, was the agent and/or employee of each of the  
21 remaining Defendants and in doing the things mentioned herein was acting within the scope of such  
22 agency and/or employment.

23 ***VENUE***

24 8. Venue for this action is proper in the State of California, County of Los Angeles because *inter*  
25 *alia* the alleged misconduct and tortious conduct that is at issue in this case occurred, among other  
26 places, in Los Angeles County California.

27  
28

1 **FIRST CAUSE OF ACTION**  
2 **VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT**

3 *(Non-Class Claim)*

4 **(All Plaintiffs Against All Defendants)**

5 9. Plaintiffs reincorporate herein by reference as though fully set forth herein paragraphs 1 through  
6 8 above, inclusive.

7 10. At all times herein mentioned, Defendants were business establishments within the meaning of  
8 the Unruh Civil Rights Act. Defendants own and operate numerous business establishments throughout  
9 California that are engaged in the business of offering to the general public payday loans, online payday  
10 advances, title loans, bill payment services, check cashing, reloadable prepaid debit cards, and Western  
11 Union money transfers and money order services. Defendants operate such business establishments  
12 throughout California. Defendants operate such business establishments throughout Los Angeles County,  
13 California.

14 11. Harvey, Groomes, Dedrick, Person, Logan, and Hollins are all African American.

15 12. At various times and on various dates, commencing in November of 2015 and continuing to the  
16 present, during normal business hours, Plaintiffs attempted to enter various Check Into Cash stores  
17 located throughout Southern California, including such stores located in Los Angeles County, California,  
18 for the purpose of conducting business in such stores. Defendants refused to allow Plaintiffs to enter  
19 these stores. Defendants would not unlock the door and allow them to enter. Instead, Defendants  
20 demanded that each Plaintiff provide them with a picture identification card, and then demanded that  
21 they slip that picture identification card through a mail slot in the door. Once they had done so,  
22 Defendants' agents/employees wrote down information from Plaintiffs' picture identification cards.  
23 Defendants made them wait to enter the store several minutes while they did this.

24 13. Other customers and other people, who were not African American, came into these same Check  
25 Into Cash stores and they were **NOT** required to provide picture identification cards to enter such stores  
26 and they were **NOT** made to wait outside such stores before entering. All of these other people were  
27 **NOT** African American.

28 14. Plaintiffs are informed and believe and thereon allege that Defendants, and each of them, denied

1 to Plaintiffs the services, advantages, accommodations, facilities, and privileges provided to other  
2 persons, as alleged herein, on account of Plaintiffs' race and color.

3 15. Defendants' wrongful conduct is continuing in that Defendants continue to deny Plaintiffs and  
4 all persons of Plaintiffs' race and color the full and equal accommodations, advantages, facilities,  
5 privileges, and services of the above-mentioned business establishments.

6 16. Unless Defendants are restrained by a preliminary and permanent injunction of this court,  
7 Plaintiffs' injury will be great and irreparable. Plaintiffs have no plain, speedy, and adequate remedy at  
8 law because it will be impossible for Plaintiffs to determine the precise amount of damage that they will  
9 suffer if Defendants' conduct is not restrained and/or Plaintiffs will be forced to institute a multiplicity  
10 of suits to obtain adequate compensation if Defendants' conduct is not restrained. Moreover,  
11 Defendants' conduct must not be allowed to continue.

12 17. As a proximate result of the wrongful acts of Defendants, Plaintiffs each have actual damages  
13 of approximately \$10,000, per occurrence, which are trebled under Civil Code § 52, for a total amount  
14 of actual damages of \$30,000 per occurrence. In the alternative, Plaintiffs each have a minimum of  
15 statutory damages of \$4,000 per occurrence. Therefore, Plaintiffs pray for actual damages of at least  
16 \$150,000.

17 18. Moreover, the above-recited actions of Defendants were done with malice, fraud, and oppression,  
18 and in reckless disregard of Plaintiffs' rights. Thus, Plaintiffs are entitled to punitive damages in an  
19 amount to be determined by the trier of fact.

20 19. Plaintiffs Harvey, Groomes, Dedrick, Person, Logan, and Hollins also request attorneys' fees and  
21 costs pursuant to California Code of Civil Procedure §1021.5 and California Civil Code § 52(a)(3).

22 **SECOND CAUSE OF ACTION**

23 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

24 **BUSINESS & PROFESSIONS CODE §§ 17200, ET SEQ.**

25 **(Plaintiffs Harvey, Groomes, Dedrick, Person, and Logan Against All Defendants)**

26 ***(Non-Class Claim)***

27 20. Plaintiffs Harvey, Groomes, Dedrick, Person, and Logan hereby reincorporate by reference all  
28 the allegations in paragraphs 1 through 19 above as if they were set forth in full in this paragraph.

1 21. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan are informed and believe that  
2 Defendants' conduct and actions as described in this complaint were unlawful (violating *inter alia* Civil  
3 Code §§ 52, et seq.), unfair, and fraudulent business acts and practices, and thus in violation of  
4 California Business and Professions Code §§ 17200, et seq.

5 22. By reason of Defendants' unlawful, unfair, and fraudulent business acts and practices as  
6 described in this complaint, Defendants have reaped unfair benefits and illegal profits. Defendants are  
7 therefore liable to pay restitution and other equitable relief pursuant to California Business and  
8 Professions Code § 17203. All such remedies are cumulative of relief available under other laws  
9 pursuant to California Business and Professions Code § 17205.

10 23. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan are further entitled to and do seek a  
11 declaration that the above-described business acts and practices are unlawful, unfair, and fraudulent  
12 business acts and practices. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan are also entitled  
13 to injunctive relief restraining Defendants from engaging in any of the misconduct alleged in this  
14 complaint.

15 24. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan also request attorneys' fees and costs  
16 pursuant to California Code of Civil Procedure §1021.5 and California Civil Code § 52(a)(3).

17 **THIRD CAUSE OF ACTION**  
18 **VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT**

19 ***(Class-Action Claim)***

20 **(Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan, and the Plaintiff Class**  
21 **Against All Defendants)**

22 25. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan reincorporate herein by reference as  
23 though fully set forth herein paragraphs 1 through 24 above, inclusive.

24 26. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan (collectively the "Named Plaintiffs")  
25 bring this action on their own behalf and on behalf of all persons similarly situated. The class that  
26 Plaintiffs represent is composed of all other African Americans (or Blacks) who have entered into a  
27 Check Into Cash store in the State of California from 2 years immediately prior to the filing of this  
28 complaint until the present. The persons in the class are so numerous, consisting of thousands and



1 perhaps tens of thousands of people, that the joinder of all such persons is impracticable and that the  
2 disposition of their claims in a class action rather than in individual actions will benefit the parties and  
3 the court.

4 27. There is a well-defined community of interest in the questions of law and fact involved affecting  
5 the Plaintiff class *inter alia* in that: (a) Defendants operate numerous business locations that are open  
6 to the general public throughout the State of California; (b) Defendants' practice of discriminating  
7 against African Americans is universal; (c) Defendants' practice of discriminating against African  
8 Americans can be universally determined to be against the law, including the Unruh Civil Rights Act;  
9 and (d) the amount of statutory damages for these violations can be easily determined on a class-wide  
10 basis. These questions of law and fact predominate over questions that effect only individual class  
11 members. Proof of a common state of facts will establish the right of each member of the class to  
12 recover. The claims of the Named Plaintiffs are typical of those of the class, and the Named Plaintiffs  
13 will fairly and adequately represent the interests of the class.

14 28. This action is brought as a class action seeking damages, restitution, and injunctive relief for the  
15 Named Plaintiffs and the Plaintiff class (i.e., all African Americans or Blacks who have attempted to  
16 enter one of Defendants' business establishments within the 2 years immediately prior to the filing of  
17 this complaint). The Named Plaintiffs and the Plaintiff class are similarly situated under Code of Civil  
18 Procedure § 382.

19 29. There is no plain, speedy, or adequate remedy other than by maintenance of this class action since  
20 the prosecution of individual remedies by members of the Plaintiff class would tend to establish  
21 inconsistent standards of conduct for Defendants and to result in the impairment of class members'  
22 rights and the disposition of their interests through actions to which they were not parties.

23 30. The Named Plaintiffs seek to recover, for themselves and the Plaintiff class, restitution, damages,  
24 including punitive damages, interest, and costs from Defendants, as well as injunctive and declaratory  
25 relief against Defendants, caused by Defendants' tortious actions; unfair, fraudulent, and unlawful  
26 business practices.

27 31. This class action is brought pursuant to § 382 of the California Code of Civil Procedure. The  
28 restitution and monetary damages sought by Plaintiffs exceed the minimal jurisdictional limits of the

1 Superior Court and will be established according to proof at trial. Further, there is no federal question  
2 at issue and the causes of action and remedies relating thereto are based solely on California statutes and  
3 California common law.

4 32. The Court properly can and should apply California law to all of the claims and issues asserted  
5 herein. All the Named Plaintiffs and all members of the Plaintiff class were subjected to Defendants'  
6 misconduct within the State of California. Accordingly, California has a connection to the claims of the  
7 Named Plaintiffs and each class member, and no state has a greater interest than California in having  
8 its law apply to this case.

9 33. At various times and on various dates, commencing approximately 2 years prior to the filing of  
10 this complaint and continuing to the present, during normal business hours, the Named Plaintiffs and  
11 members of the Plaintiff class attempted to enter various Check Into Cash stores located throughout the  
12 entire state of California, including such stores located in Los Angeles County, California, for the  
13 purpose of conducting business in such stores. Defendants refused to allow them to enter these stores.  
14 Defendants would not unlock the door and allow them to enter. Instead, Defendants demanded that each  
15 Named Plaintiff and member of the Plaintiff class provide them with a picture identification card, and  
16 then demanded that they slip that picture identification card through a mail slot in the door. Once they  
17 had done so, Defendants' agents/employees wrote down information from these picture identification  
18 cards. They made them wait to enter the store several minutes while they did this.

19 34. During this same time frame, i.e., 2 years immediately prior to the filing of this complaint, other  
20 customers and other people, who were not African American and were not black, came into these Check  
21 Into Cash stores and they were **NOT** required to provide picture identification cards to enter such stores  
22 and they were **NOT** made to wait outside such stores before entering. All of these other people were  
23 **NOT** African American or black.

24 35. Plaintiffs are informed and believe and thereon allege that Defendants, and each of them, denied  
25 to the Named Plaintiffs and to the Plaintiff class the services, advantages, accommodations, facilities,  
26 and privileges provided to other persons, as alleged herein, on account of the Named Plaintiffs' race and  
27 color and the race and color of the Plaintiff class.

28 36. Defendants' wrongful conduct is continuing in that Defendants continue to deny the Named

1 Plaintiffs, the Plaintiff class, and all persons of their race and color the full and equal accommodations,  
2 advantages, facilities, privileges, and services of the above-mentioned business establishments.

3 37. Unless Defendants are restrained by a preliminary and permanent injunction of this court, the  
4 Named Plaintiffs' and the Plaintiff class's injury will be great and irreparable. They have no plain,  
5 speedy, and adequate remedy at law because it will be impossible for them to determine the precise  
6 amount of damage that they will suffer if Defendants' conduct is not restrained and/or they will be forced  
7 to institute a multiplicity of suits to obtain adequate compensation if Defendants' conduct is not  
8 restrained. Moreover, Defendants' conduct must not be allowed to continue.

9 38. As a proximate result of the wrongful acts of Defendants, the Named Plaintiffs each have actual  
10 damages of approximately \$10,000, per occurrence, which are trebled under Civil Code § 52, for a total  
11 amount of actual damages of \$30,000 per occurrence. In the alternative, the Named Plaintiffs and each  
12 member of the Plaintiff class each has a minimum of statutory damages of \$4,000 per occurrence.  
13 Therefore, the Named Plaintiffs and the Plaintiff class pray for damages of at least \$5,000,000.

14 39. Moreover, the above-recited actions of Defendants were done with malice, fraud, and oppression,  
15 and in reckless disregard of the Named Plaintiffs' and the Plaintiff class's rights. Thus, the Named  
16 Plaintiffs and the Plaintiff class are entitled to punitive damages in an amount to be determined by the  
17 trier of fact.

18 40. The Named Plaintiffs and the Plaintiff class also request attorneys' fees and costs pursuant to  
19 California Code of Civil Procedure § 1021.5 since this action is brought to vindicate the rights of a large  
20 class, and pursuant to California Civil Code § 52(a)(3).

21 **FOURTH CAUSE OF ACTION**

22 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

23 **BUSINESS & PROFESSIONS CODE §§ 17200, ET SEQ.**

24 **(Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan, and the Plaintiff Class**

25 **Against All Defendants)**

26 **(Class Claim)**

27 41. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan, and the Plaintiff class hereby  
28 reincorporate by reference all the allegations in paragraphs 1 through 40 above as if they were set forth

1 in full in this paragraph.

2 42. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan, and the Plaintiff class are informed and  
3 believe that Defendants' conduct and actions as described in this complaint were unlawful, unfair, and  
4 fraudulent business acts and practices, and thus in violation of California Business and Professions Code  
5 §§ 17200, et seq.

6 43. By reason of Defendants' unlawful, unfair, and fraudulent business acts and practices as  
7 described in this complaint, Defendants have reaped unfair benefits and illegal profits. Defendants are  
8 therefore liable to pay restitution and other equitable relief pursuant to California Business and  
9 Professions Code § 17203. All such remedies are cumulative of relief available under other laws  
10 pursuant to California Business and Professions Code § 17205.

11 44. Plaintiffs Harvey, Grooms, Dedrick, Person, and Logan, and the Plaintiff class are further  
12 entitled to and do seek a declaration that the above-described business acts and practices are unlawful,  
13 unfair, and fraudulent business acts and practices. Plaintiffs Harvey, Grooms, Dedrick, Person, and  
14 Logan, and the Plaintiff class are also entitled to injunctive relief restraining Defendants from engaging  
15 in any of the misconduct alleged in this complaint.

16 45. The Named Plaintiffs and the Plaintiff class also request attorneys' fees and costs pursuant to  
17 California Code of Civil Procedure §1021.5 since this action is brought to vindicate the rights of a large  
18 class, and pursuant to California Civil Code § 52(a)(3).

19 Wherefore, Plaintiffs prays judgment against Defendants, and each of them, as follows:

20 1. For a preliminary injunction and a permanent injunction enjoining Defendants and their agents,  
21 servants, and employees, and all persons acting under, in concert with, or for Defendants from denying,  
22 and aiding and inciting such denial, and from making any discrimination, distinction, or restriction in  
23 providing full and equal accommodations, advantages, facilities, and services in Defendants' business  
24 establishments;

25 2. For damages of at least \$150,000 to Plaintiffs Harvey, Grooms, Dedrick, Person, Logan, and  
26 Hollins;

27 3. For damages of at least \$5,000,000 for the Plaintiff class;

28 4. For restitution and disgorgement;

- 1 5. For attorneys' fees pursuant to Civil Code § 52(a)(3) and/or Code of Civil Procedure § 1021.5;
- 2 6. For exemplary and punitive damages;
- 3 7. For costs of suit incurred herein; and
- 4 8. For such other and further relief as the court may deem proper

5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Dated: February 5, 2016

LAW OFFICE OF MARK MAZDA



By: \_\_\_\_\_  
Mark Mazda

Attorney for Plaintiffs  
Christina Harvey, Dyrius Groomes, Tyrie Dedrick,  
Armond Person, Anthony Logan, Deron Hollins,  
and the Plaintiff class