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Superior Court of California
County of Los Angeles

APR 09 2021

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

COPY

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 STIPULATION OF SETTLEMENT

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

18 Defendants.

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APR 09 2021

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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 Groomes, 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.

Stipulation of Settlement

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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 Groomes; (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.

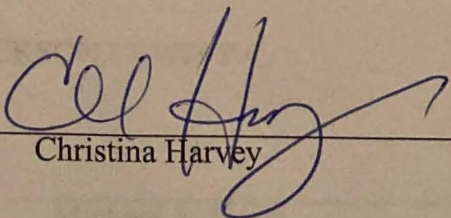
18 **Q. Non-Cooperation**

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

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.

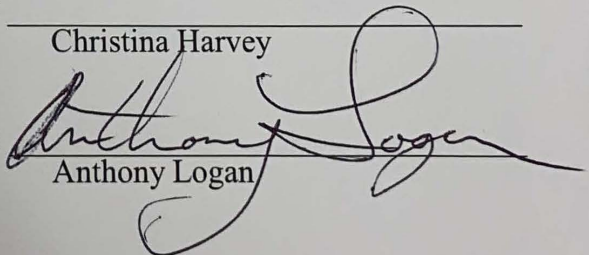
21 **IN WITNESS THEREOF**, the Parties hereto knowingly and voluntarily have executed this
22 Stipulation between Plaintiffs and Defendants as set forth below:

23 IT IS SO STIPULATED.

24 Dated: _____

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

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O. Public Comment

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

P. Enforcement Actions

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

Q. Non-Cooperation

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

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

IT IS SO STIPULATED.

Dated: _____

By: _____
Christina Harvey

Dated: _____

By: _____
Anthony Logan

Dated: 3/15/21

By: [Signature]
Dyrius Groomes

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

20

21

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

22

23 Dated: _____

JACKSON LEWIS P.C.

24

25

By: _____
Michael A. Hood

26

27

Kathy A. Le
Attorneys for Defendants CHECK INTO
CASH INC. and CHECK INTO CASH OF
CALIFORNIA, INC.

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

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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.

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: _____

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11

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13 Dated: _____

By: _____
Check Into Cash of California, Inc.
By: _____
Its: _____

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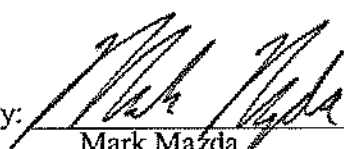
16 Dated: 3/16/2021

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

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

1 Dated: _____

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6 Dated: _____

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9 Dated: 3/26/21

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13 Dated: 3/26/21

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16 Dated: _____

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23 Dated: 3/30/21

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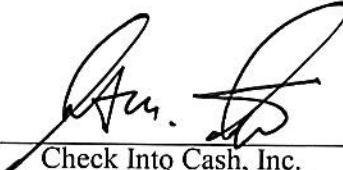
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28

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

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**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.

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4 IT IS SO ORDERED.

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6 Dated: _____

The Honorable Carolyn B. Kuhl
Superior Court Judge

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

Exhibit C

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**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.