

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

*Beasley et al. v. Allied Cash Advance California LLC
Alameda County Superior Court Case No. RG07359568*

IF YOU WERE EMPLOYED BY ALLIED CASH ADVANCE CALIFORNIA
LLC ("ALLIED") IN CALIFORNIA AS A CUSTOMER SERVICE
REPRESENTATIVE, ASSISTANT MANAGER OR BRANCH MANAGER
AT ANY TIME FROM

December 5, 2003, through October 7, 2008,

YOU MAY BE ELIGIBLE TO PARTICIPATE

IN A CLASS ACTION SETTLEMENT

TO RECEIVE YOUR SHARE OF THE SETTLEMENT SUM, YOU MUST
SUBMIT YOUR CLAIM FORM BY MONTH dd, 2009.

Please read this notice carefully. It relates to a proposed settlement of class action litigation. It contains important information about your right to make a claim for payment or to elect not to be included in the class.

You are receiving this Notice because the Alameda County Superior Court has granted preliminary approval to a class-action settlement and Allied's records indicate that you may be a Class Member in this Settlement. In this case, three former Allied employees claim that Allied failed to give California employees the meal and rest breaks that are required by California law. Under the Settlement, Allied has agreed to pay up to a maximum of \$400,000 (four hundred thousand dollars), and each of the Class Members will give up his or her right to sue for the meal and rest break violations described in the lawsuit, *Beasley et al. v. Allied Cash Advance California LLC, pending in Alameda County Superior Court Case No. RG07359568 (the "Action")*.

As a Class Member, you have only three choices:

- 1) **You may file a Claim Form.** If you file a valid and timely Claim Form you will receive part of the Settlement Sum, and you will give up your right to sue for the meal and rest break violations alleged in the Action.
- 2) **You may submit a written request to be excluded from the Settlement.** If you make a valid and timely request to be excluded, you will not receive any money, and you will not give up any rights you may have.
- 3) **You may do nothing.** If you do nothing you will not receive any money, but you will still give up any right you may have to sue for the meal and rest break violations alleged in the Action.

IF YOU DO NOTHING, YOU WILL NOT RECEIVE ANY MONEY AND YOU WILL STILL GIVE UP ANY RIGHT YOU MAY HAVE TO SUE FOR THE MEAL AND REST BREAK VIOLATIONS ALLEGED IN THE ACTION. YOU MUST MAIL A CLAIM FORM BY _____, 2009 [60 days after initial mailing] TO RECEIVE PAYMENT UNDER OPTION #1 ABOVE OR REQUEST TO BE EXCLUDED UNDER OPTION #3 ABOVE.

I. BACKGROUND OF THE CASE

On December 5, 2007, Plaintiffs Tiffany Beasley, Cynthia Bell, and Daunte Jones filed a complaint on behalf of themselves and all other Customer Service Representatives, Assistant Managers, and Branch Managers employed by Allied Cash Advance in the State of California from December 5, 2003 to the present, alleging that Allied Cash Advance violated California meal and rest break laws and California's Unfair Competition Law, Business and Professions Code § 17200. Plaintiffs believe that the claims they have asserted in this Action are meritorious, and that this Action is appropriate for class action treatment.

Allied denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, contends that the Class Representatives failed to follow Allied's meal and rest period policies, and contends that, for purposes other than settlement, this Action is not appropriate for class action treatment pursuant to California Code of Civil Procedure § 382.

After a full day of mediation, conducted on October 7, 2008, by mediator Michael Dickstein, Esq., and arms-length negotiations by and among the Parties, the Parties reached this Settlement. This Settlement has been given preliminary approval by the Court. If you worked as a Customer Service Representative, Assistant Manager or Branch Manager at any time from December 5, 2003 through October 7, 2008 (the "Covered Period"), you are part of the "Class" and as a "Class Member" you have the opportunity to participate in the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

Allied has agreed to pay up to a maximum of \$400,000 ("Settlement Sum"). Allied Cash Advance may pay less depending on the number of timely and valid claims submitted by Class Members.

Before calculating individual Class Members' potential "Claim Amounts," the following sums will be deducted from the Settlement Sum: (1) Class Counsel's attorneys' fees and documented litigation costs in amounts set by the Court (Class Counsel will seek Court approval for \$125,000 in attorneys' fees, which equals 31.25% of the Settlement Sum, and \$10,000 in litigation costs); (2) "Class Representative Enhancements" or payments to the three Class Representatives in an amount set by the Court (Class Counsel will seek Court approval for \$10,000 for each of the three Class Representatives); and (3) a reasonable amount to the Settlement Administrator to administer the Settlement (Class Counsel will seek Court approval for up to a maximum of \$30,000). The amount of the Settlement Sum remaining after these deductions is called the "Net Settlement Fund" and should amount to approximately \$205,000.

There are approximately 525 potential Class Members. Each Class Member will be assigned a "Claim Amount," which will be determined based on the approximate number of full-time and/or part-time weeks that the individual worked as a Customer Service Representative, Assistant Manager or Branch Manager, in California, during the Covered Period. Only Settlement Class Members who submit timely, valid Claim Forms will be considered "Eligible Class Members," and only Eligible Class Members will be paid a portion of the Net Settlement Fund. The Claim Amount is an estimate of what an Eligible Class Member will receive. The exact amount that each Eligible Class Member will receive depends on the number of individuals who file timely, valid claims.

Your Claim Amount, which is an estimate of the individual payment you will receive if you return a timely and valid Claim Form, can be found on the Claim Form attached to this Notice.

A Class Member may submit a claim or may elect not to participate in the Settlement by timely returning a request for exclusion. Any Class Member who does not timely submit a Claim Form and does not timely submit a written request to be excluded from the Settlement cannot participate in the monies paid out under the Settlement and will still be bound by the terms of the Settlement as to his or her potential claims.

B. Release

When the Court grants final approval of the Settlement, each Class Member who has not returned a timely request to be excluded from the Settlement will release Allied Cash Advance California LLC and its past and present, direct and indirect affiliates, parents, subsidiaries, divisions and related companies and their past and present shareholders, officers, directors, employees, agents, servants, representatives, attorneys, insurers, partners, investors, administrators, employee benefit plans, predecessors, successors, and assigns (collectively "Allied") from the claims and relief requested in the Action. The release will cover all remedies that could be claimed for the causes of action described in the Action including, but not limited to, claims for missed meal periods, rest breaks, and waiting time penalties under California Labor Code § 203. The release will cover all statutory violations that could be claimed for the causes of action described in the Action for missed meal periods, rest breaks, and waiting time penalties including but not limited to, claims under California Labor Code §§ 226.7 and 512, California Labor Code §§ 201 through 203, California Business & Professions Code §§ 17200 *et seq.*; the PAG Act, codified at California Labor Code §§ 2698 through 2699; and any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations.

The release includes claims that a Class Member does not know or suspect to exist as of the "Effective Date" or the date of the Final Approval by the Court of this Settlement. Each Class Member, including the Class Representatives, will waive all rights and benefits afforded by Section 1542 of the California Civil Code as to unknown claims. Section 1542 provides:

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

WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

C. Submitting a Claim

If you wish to submit a claim, you must complete, sign and date the enclosed Claim Form and return it to:

_____ Settlement Administrator
c/o Rosenthal & Company LLC.
P.O. Box 61 __, Novato, CA 94948-61 __

The Claim Form must be mailed to the Settlement Administrator with a postmark no later than _____, 2009. The Claim Form has the postage pre-paid. If you send it in an envelope, do not use a postage meter as that may not result in a postmark appearing on your envelope. If a timely submitted Claim Form is incomplete, i.e., some required information is missing, the Settlement Administrator will send you a deficiency notice and you must return the fully completed Claim Form within fourteen (14) days after the date the deficiency notice is mailed to you. If you lose, misplace, or need another Claim Form, you should contact the Settlement Administrator.

The amount you receive for your claim will be based on the number of full-time and part-time weeks that you worked for Allied, as well as your highest hourly wage and the number of Eligible Class members who claim a portion of the Net Settlement Fund. An estimate of your individual payment amount (or "Claim Amount" can be found on the Claim Form attached to this Notice. To dispute the Claim Amount, you must file your Claim Form with a letter stating what you believe is the correct number of full-time and part-time weeks and/or the correct hourly wage, and you must include documents to evidence the changes you are seeking. Allied's records will be presumed determinative, but if Class Counsel believes the Class Member's evidence should be accepted, and counsel for Allied does not agree, the matter will be decided by the Settlement Administrator whose decision will be final and not subject to further challenge as to the calculation of monies due under the Settlement.

D. Excluding Yourself from the Settlement

IMPORTANT: If you believe you have an individual claim against Allied pertaining to meal and rest period policies or practices, you should consult with counsel and decide whether you want to participate in the settlement, or whether you wish to exclude yourself from the settlement so you may bring your own lawsuit. If you do not wish to participate in the Settlement, you may exclude yourself by writing to the Settlement Administrator and stating your request to be excluded. Your request must be signed, dated, and sent by first class U.S. mail, or the equivalent, to:

Settlement Administrator Opt Outs
c/o Rosenthal & Company LLC.
P.O. Box 6177, Novato, CA 94948-6177

The request for exclusion must be postmarked no later than _____, 2009. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request for exclusion. Any person who files a complete and timely request for exclusion will no longer be a Class Member, and will not receive any payments from the Settlement.

E. Objection to Settlement

You can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement unless you have submitted a valid and timely exclusion request. To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for _____, at _____ a.m. in Department 17, the Courtroom of the Honorable Steven Brick, with the Clerk of the Alameda County Superior Court, 1225 Fallon Street, Oakland, California 94612, and send copies to the following:

CLASS COUNSEL

HUNTER PYLE, SBN 191125
PAMELA KONG, SBN 220912
SUNDEEN SALINAS & PYLE
1330 Broadway, Suite 1830
Oakland, California 94612

ALLIED CASH ADVANCE'S COUNSEL

ERIC MECKLEY, SBN 168181
MORGAN, LEWIS & BOCKIUS LLP
One Market Street, Spear Tower
San Francisco, CA 94105

Any written objections should state each specific reason in support of your objection and any legal support for each objection. Your objection also must state the case name and number, your full name, address, date of birth, and the dates of your employment by Allied. To be valid and effective, any objections to approval of the settlement must be filed with the Clerk of the Court and served upon each of the above-listed attorneys no later than _____, 2009.

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR MORE INFORMATION REGARDING OBJECTIONS.

IF YOU INTEND TO OBJECT TO THE SETTLEMENT, BUT WISH TO RECEIVE YOUR SHARE OF THE NET SETTLEMENT FUND, YOU MUST TIMELY FILE A CLAIM FORM AS EXPLAINED ABOVE. IF THE COURT APPROVES THE SETTLEMENT DESPITE ANY OBJECTIONS, AND YOU DO NOT HAVE A CLAIM FORM ON FILE, YOU WILL NOT RECEIVE ANY SETTLEMENT PROCEEDS.

Any Class Member who objects to this Settlement must make himself or herself available upon reasonable notice for a deposition taken by the proponents of the Settlement and/or to respond to written discovery, if any proponent of the Settlement chooses to take such deposition or to propound written discovery.

III. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 17, the Courtroom of the Honorable Steven Brick, 1221 Oak Street, Oakland, California 94612, on _____, 2009, at _____ a.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing unless you have timely filed an objection with the Court.

IV. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the "Joint Stipulation and Agreement of Compromise and Settlement of Class Action," which is on file with the Clerk of the Alameda County Superior Court and may be examined at 1225 Fallon Street, Oakland, CA 94612.

You can get additional information from Settlement Administrator or Class Counsel:

Settlement Administrator
c/o Rosenthal & Company LLC
P.O. BOX 61 __, Novato, CA 94948-61 __
Toll-free: 800-xxx-xxxx

Class Counsel

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

BY ORDER OF THE COURT.