



FILED
Superior Court of California
County of Los Angeles

JUN 28 2021

Sherril R. Carter, Executive Officer/Clerk
By Stephanie Chung Deputy

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6 [Additional Class Counsel listed on next page]

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

10 ROBIN EDWARDS, individually, and on
behalf of other members of the general public
11 similarly situated; SUZANNE ARMSTRONG,
individually, and on behalf of other members
12 of the general public similarly situated, and on
behalf of other aggrieved employees pursuant
13 to the California Private Attorneys General
Act; JUSTIN DAUGHERTY, individually, and
14 on behalf of other members of the general
public similarly situated; DAVID SUMMERS,
15 individually, and on behalf of other members
of the general public similarly situated; MIKE
16 WILSON, individually, and on behalf of other
members of the public similarly situated, and
17 on behalf of other aggrieved employees
pursuant to the California Private Attorneys
18 General Act; JAIME TORRES, individually,
and on behalf of other members of the general
19 public similarly situated; JORGE MARTINEZ,
individually, and on behalf of other members
20 of the public similarly situated, and on behalf
of other aggrieved employees pursuant to the
21 California Private Attorneys General Act;
JOSEPHINE E. BACCAY, individually, and
22 on behalf of other members of the general
public similarly situated

23 Plaintiffs,

24 vs.

25 HEARTLAND PAYMENT SYSTEMS, INC.,
26 a Delaware corporation, and DOES 1-100,
inclusive,

27 Defendant.
28

Case No.: BC606083

Honorable Daniel J. Buckley
Department SSC1

CLASS ACTION

**~~REVISED PROPOSED~~ FINAL
APPROVAL ORDER AND JUDGMENT**

Date: June 28, 2021
Time: 10:30 a.m.
Department: SSC1

Complaint Filed: January 5, 2016
FAC Filed: January 14, 2016
SAC Filed: February 16, 2017
TAC Filed: March 14, 2017
4AC Filed: March 2, 2018
5AC Filed: November 17, 2020
Trial Date: None Set

RECEIVED

JUN 16 2021

FILING WINDOW

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Attorneys for Plaintiff Josephine E. Baccay and the Class

1 This matter has come before the Honorable Daniel J. Buckley in Department SSC1 of the
2 above-entitled Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles,
3 California 90012, on Plaintiffs Robin Edwards, Suzanne Armstrong, Justin Daugherty, David
4 Summers, Mike Wilson, Jaime Torres, Jorge Martinez, and Josephine E. Baccay's (together,
5 "Plaintiffs") Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, and
6 Enhancement Awards ("Motion for Final Approval"). Lawyers for Justice, PC appeared on behalf
7 of Plaintiffs Robin Edwards, Suzanne Armstrong, Justin Daugherty, and David Summers, Gaines
8 & Gaines, APLC appeared on behalf of Plaintiff Mike Wilson, Shanberg, Stafford & Bartz LLP
9 appeared on behalf of Plaintiffs Jaime Torres and Jorge Martinez, Setareh Law Group appeared
10 on behalf of Plaintiff Josephine E. Baccay, and Fisher & Phillips LLP appeared on behalf of
11 Defendant Heartland Payment Systems, LLC ("Defendant").

12 On January 19, 2021, the Court entered the Order Granting Preliminary Approval of Class
13 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
14 of the above-entitled action in accordance with the First Amended Class Action and PAGA
15 Settlement Agreement and Stipulation ("Settlement," "Agreement," or "Settlement Agreement"),
16 which, together with the exhibits annexed thereto, set forth the terms and conditions for settlement
17 of the action.

18 Having reviewed the Settlement Agreement and duly considered the parties' papers and
19 oral argument, and good cause appearing,

20 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 21 1. All terms used herein shall have the same meaning as defined in the Settlement
22 Agreement and the Preliminary Approval Order.
- 23 2. This Court has jurisdiction over the claims of the Class Members asserted in this
24 proceeding and over all parties to the action.
- 25 3. The Court finds that the applicable requirements of California Code of Civil
26 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
27 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
28 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is

1 hereby defined to include;

2 All current and former sales-based employees, including those holding the
3 position(s) of Relationship Manager, Senior Product Advisor, Territory
4 Manager, Payroll Territory Manager, Division Sales Manager, Division
5 Manager, Payroll Division Manager, and/or similar job titles, who worked for
6 Defendant in California at any time during the period from January 5, 2012 and
7 ending on December 31, 2019 (“Class” or “Class Members”).

8 4. The Notice of Class Action and PAGA Settlement (“Class Notice”) that was
9 provided to the Class Members, fully and accurately informed the Class Members of all material
10 elements of the Settlement and of their opportunity to participate in, object to or comment thereon,
11 or to seek exclusion from, the Settlement; was the best notice practicable under the circumstances;
12 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
13 State of California, the United States Constitution, due process and other applicable law. The Class
14 Notice fairly and adequately described the Settlement and provided the Class Members with
15 adequate instructions and a variety of means to obtain additional information.

16 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
17 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
18 specifically, the Court finds that the Settlement was reached following meaningful discovery and
19 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
20 adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement
21 are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the
22 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk,
23 expense, and complexity of the claims presented; the likely duration of further litigation; the
24 amount offered in the Settlement; the extent of investigation and discovery completed; and the
25 experience and views of Class Counsel. The Court has further considered the absence of objections
26 to the Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
27 Settlement be affected in accordance with the Settlement Agreement and the following terms and
28 conditions.

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1 6. A full opportunity has been afforded to the Class Members to participate in the
2 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
3 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
4 the Settlement. Accordingly, the Court determines that all Class Members who did not submit a
5 timely and valid Request for Exclusion (“Settlement Class Members”) are bound by this Final
6 Approval Order and Judgment.

7 7. The Court finds that payment of Administration Costs in the amount of \$13,000.00
8 is appropriate for the services performed and costs incurred and to be incurred for the notice and
9 settlement administration process. It is hereby ordered that the Settlement Administrator, Phoenix
10 Settlement Administrators, shall issue payment to itself in the amount of \$13,000.00, in accordance
11 with the terms and methodology set forth in Settlement Agreement.

12 8. The Court finds that the Enhancement Awards sought are fair and reasonable for
13 the work performed by Plaintiffs on behalf of the Class. It is hereby ordered that the Settlement
14 Administrator issue payment in the amount of \$15,000.00 each to Plaintiffs Robin Edwards,
15 Suzanne Armstrong, Justin Daugherty, David Summers, Mike Wilson, Jaime Torres, and Jorge
16 Martinez, and \$10,000.00 to Plaintiff Josephine E. Baccay, for their Enhancement Awards,
17 according to the terms and methodology set forth in the Settlement Agreement.

18 9. The Court finds that the allocation of \$200,000.00 toward penalties under the
19 California Private Attorneys General Act of 2004 (“PAGA Payment”), is fair, reasonable, and
20 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
21 Payment as follows: the amount of \$150,000.00 to the California Labor and Workforce
22 Development Agency, and the amount of \$50,000.00 to be included in the Net Settlement Amount
23 for distribution to Settlement Class Members, according to the terms and methodology set forth in
24 the Settlement Agreement.

25 10. The Court finds that the request for attorneys’ fees in the amount of \$724,500.00 to
26 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
27 sought. The requested Attorneys’ Fees to Class Counsel are fair, reasonable, and appropriate, and
28 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the

1 amount of \$724,500.00 to Class Counsel for attorneys' fees, in accordance with the terms and
2 methodology set forth in the Settlement Agreement, as follows: \$427,455.00 to Lawyers for
3 Justice, PC and Justice Law Corporation, \$224,595.00 to Shanberg, Stafford & Bartz LLP, and
4 \$72,450.00 to Gaines & Gaines, APLC.

5 11. The Court finds that reimbursement of litigation costs and expenses in the amount
6 of \$107,123.99 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
7 Settlement Administrator issue payment in the amount of \$107,123.99 to Class Counsel for their
8 Attorneys' Costs, in accordance with the terms and methodology set forth in the Settlement
9 Agreement, as follows: \$28,392.53 to Lawyers for Justice, PC, \$8,160.08 to Justice Law
10 Corporation, \$56,349.81 to Shanberg, Stafford & Bartz LLP, and \$14,221.57 to Gaines & Gaines,
11 APLC.

12 12. The Court hereby enters Judgment by which, as of the date Defendant fully funds
13 the Gross Settlement Amount, Plaintiffs and all Settlement Class Member shall be deemed to have
14 fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all
15 of the Released Parties of and from any and all Released Claims, except that only those Settlement
16 Class Members who cash or deposit their Individual Settlement Payment check shall be deemed
17 to opt-in to a Fair Labor Standards Act ("FLSA") collective action and to have released, settled,
18 compromised, relinquished, and discharged any and all Released Claims specifically arising under
19 the FLSA. The release of claims under the Settlement does not in any way pertain to FLSA claims
20 of current and former non-California employees of Defendant or to the claims of Settlement Class
21 Members for periods of employment in a Sales Position during the Class Period while residing
22 outside of California.

23 13. The following quoted terms have the meanings set forth below:

24 a. As used in Paragraph 12 above, "Settlement Class Members" means Class
25 Members who have not submitted a timely and valid Request for Exclusion.

26 b. As used in Paragraph 12 above, "Released Parties" means Defendant
27 Heartland Payments Systems, LLC, successor in interest to Heartland Payments Systems, Inc., and
28 its parents, subsidiaries, predecessors or successors in interest, and the officers, directors,

1 shareholders, or employees, of any of them.

2 c. As used in Paragraph 12 above, "Released Claims" means all claims
3 asserted against Defendant based on the factual allegations in the Operative Complaint, arising or
4 accruing during the Class Period during employment in a Sales Position, including without
5 limitation statutory, constitutional, contractual or common law claims for wages, damages, unpaid
6 costs, penalties, liquidated damages, punitive damages, interest, restitution, equitable relief, or any
7 other relief, including, but not limited to, claims based on the following categories of allegations:
8 (a) all claims for failure to pay wages (including minimum wage and overtime); (b) all claims for
9 failure to provide compliant meal and rest period and/or associated premium pay; (c) all claims for
10 the failure to timely pay wages upon termination/separation from employment; (d) all claims for
11 the failure to timely pay wages during employment; (e) all claims for non-compliant wage
12 statements; (f) all claims for failure to maintain accurate employment records; (g) all claims for
13 violation of Labor Code sections 201-204, 210, 218.5, 221, 223, 226, 226.3, 226.7, 246(h), 510,
14 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802; (h) all claims
15 for declaratory relief arising out of the aforementioned claims; (i) all claims asserted through
16 California Business & Professions Code § 17200 et seq. arising out of the aforementioned claims;
17 (j) for individuals employed during the PAGA period (i.e., from January 5, 2015 to December 31,
18 2019), all claims asserted through California Labor Code sections 2698, et seq. (the Private
19 Attorneys General Act of 2004) arising out of the aforementioned claims; and (k) for individuals
20 that cash or deposit their Individual Settlement Payment check, all claims under the Fair Labor
21 Standards Act arising out of the aforementioned claims.

22 d. As used in Paragraph 13(c) above, "Class Period" means the period
23 beginning on January 5, 2012 and ending on December 31, 2019.

24 e. As used in Paragraph 13(c) above, "Operative Complaint" means the Fifth
25 Amended Consolidated Class Action Complaint for Damages & Enforcement Under the Private
26 Attorneys General Act, Cal. Lab. Code § 2698, Et Seq. that was filed in the above-captioned action
27 on November 17, 2020.

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1 f. As used in Paragraphs 12 and 13(c) above, "Sales Position" means the
2 positions of Relationship Manager, Senior Product Advisor, Territory Manager, Payroll Territory
3 Manager, Division Sales Manager, Division Manager, Payroll Division Manager, and/or similar
4 job title.

5 14. It is hereby ordered that Defendant shall transmit the Gross Settlement Amount and
6 Employer Taxes to the Settlement Administrator within ten (10) business days after the Effective
7 Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

8 15. It is hereby ordered that the Settlement Administrator shall distribute Individual
9 Settlement Payments to the Settlement Class Members within fourteen (14) calendar days after
10 Defendant fully funds the Gross Settlement Amount and Employer Taxes, according to the
11 methodology and terms set forth in the Settlement Agreement.

12 16. After entry of this Final Approval Order and Judgment, pursuant to California Rules
13 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
14 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
15 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
16 any dispute arising from or in connection with the distribution of settlement benefits.

17 17. Notice of entry of this Final Approval Order and Judgment shall be given to the
18 Class Members by posting a copy of the Final Approval Order and Judgment on Phoenix
19 Settlement Administrators' website for a period of at least sixty (60) calendar days after the date
20 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

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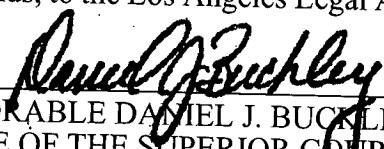
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1 18. Pursuant to California Code of Civil Procedure section 384, the Court sets a
2 deadline of February 18, 2022 for the filing of the Settlement Administrator's declaration reporting
3 to the Court the total amount that was actually paid to Settlement Class Members and the sum of
4 the unpaid residue or unclaimed or abandoned class member funds (and any interest that has
5 accrued on those funds), and for the submission of a stipulated proposed amended judgment and/or
6 amendment to the judgment, that, upon approval by the Court, will direct the Settlement
7 Administrator to pay the sum of the unpaid residue or unclaimed or abandoned class member
8 funds, plus any interest that has accrued on those funds, to the Los Angeles Legal Aid Foundation.

9 Dated: June 28, 2021


HONORABLE DANIEL J. BUCKLEY
JUDGE OF THE SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On June 16, 2021, I served the foregoing document(s) described as: **[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** on interested parties in this action addressed as follows:

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[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through Case Anywhere by electronically mailing a true and correct copy through Case Anywhere to the individual(s) listed above

//

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9 *Attorneys for Plaintiff Josephine E. Baccay*


10 **[X] BY E-MAIL**

11 The above-referenced document was transmitted to the person(s) at the e-mail addresses
12 listed herein at their most recent known e-mail address or e-mail of record in this action.
13 I did not receive, within reasonable time after the transmission, any electronic message or
14 other indication that the transmission was unsuccessful.

15 **[X] STATE**

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

18 Executed on June 16, 2021, at Glendale, California.

19 
20 _____
21 Manuel Martinez