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Superior Court of California
County of Los Angeles

JUL 12 2022

Sheri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

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

SANTOS ORELLANA, as an) Case No.: 20STCV08890
individual and on behalf of all)
others similarly situated,)
Plaintiff,)
vs.) JUDGMENT
SMARTE CARTE, INC., a Minnesota)
corporation; and DOES 1 through)
100,)
Defendants.)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on December 15, 2021.

1 B. The Court granted final approval of the Settlement
2 Agreement on July 12, 2022, certified the settlement class with
3 no opt-outs, and found that the Settlement Agreement was fair,
4 adequate and reasonable.

5 C. The Court defined the following:

6 Class Members or Settlement Class: all current and former
7 non-exempt employees who worked for Defendant in California at
8 any time during the Class Period.

9 Class Period: March 5, 2016 to the date of the order
10 granting Preliminary Approval of the Settlement or July 16,
11 2021, whichever is first.

12 PAGA Employees: those Class Members who worked as non-
13 exempt employees for Defendant in California during the PAGA
14 Period.

15 PAGA Period: March 5, 2019 through the date of Preliminary
16 Approval of the Settlement or July 16, 2021, whichever is first.

17 IT IS ORDERED, ADJUDGED AND DECREED as follows:

18 1. Plaintiff Santos Orellana, as an individual and on
19 behalf of all others similarly situated, shall take from
20 Defendant Smarte Carte, Inc., a Minnesota corporation, as set
21 forth in the Parties' Settlement Agreement and the Court's
22 Approval Order entered July 12, 2022.
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1 2. Defendants must pay Plaintiffs the Gross Settlement
2 Amount (GSA) of \$1,375,000. The Net Settlement Amount ("Net")
3 (\$830,841.67) is the GSA minus the following:

4 a. \$458,333.33 (33 1/3%) for attorney fees to Class
5 Counsel, Haines Law Group, APC;

6 b. \$20,884.82 for litigation costs to Class Counsel;

7 c. \$5,000 for a service award to the Named Plaintiff
8 Santos Orellana;

9 d. \$13,325 for settlement administration costs to
10 Phoenix Settlement Administrators;

11 e. \$37,500 (75% of \$50,000 PAGA penalty) to the
12 LWDA.
13

14 3. All Participating Class Members, including Plaintiff,
15 shall be deemed to have released their respective Released
16 Claims against the Released Parties upon the date on which the
17 payment of the Maximum Settlement Amount is made by Defendant.
18 Plaintiff and Class Members who do not Request Exclusion will be
19 deemed to have fully, finally and forever released, settled,
20 compromised, relinquished, and discharged with respect to all of
21 the Released Parties for any and all Released Claims. The
22 Settlement Class and each Class Member who has not submitted a
23 valid Request for Exclusion, fully releases and discharges the
24 Released Parties for the Released Claims. (§49.a)
25

1 "Released Claims" includes all claims under state or local
2 law, whether statutory, common law or administrative law,
3 arising out of or related to allegations set forth in the
4 operative Complaint, including but not limited to claims for
5 minimum wage violations, failure to pay overtime wages, meal
6 period violations, rest period violations, wage statement
7 violations, waiting time penalties, unfair competition and all
8 other alleged violations of the California Business and
9 Professions Code section 17200, et seq., and alleged violations
10 of PAGA, including, but not limited to, injunctive relief,
11 punitive damages, liquidated damages, penalties of any nature,
12 including civil penalties under PAGA, interest, fees, including
13 fees under California Code of Civil Procedure section 1021.5;
14 costs; and all other claims and allegations made or which could
15 have been made in the Action based on the facts and allegations
16 pled in the operative Complaint during the Class Period. (¶29)

17
18 In addition to the release of Released Claims against the
19 Released Parties made by all Participating Class Members, upon
20 the date on which the payment of the Maximum Settlement Amount
21 is made by Defendant, all PAGA Employees shall be deemed to have
22 released their respective PAGA claims against the Released
23 Parties, which include any and all claims under the PAGA against
24 the Released Parties that were asserted in Plaintiff's Notice
25 Letter to the California Labor and Workforce Development Agency

1 and alleged in the operative Complaint, including claims seeking
2 civil penalties for minimum wage violations, failure to pay
3 overtime wages, meal period violations, rest period violations,
4 wage statement violations, and waiting time penalties. This
5 includes PAGA claims for violation of California Labor Code
6 sections 201-204, 226, et seq., 226.7, 510, 512, 516, 558, 1194,
7 1194.2, 1197, 1198, 2698, et seq. The Parties agree that there
8 is no statutory right for any PAGA Employee to opt out or
9 otherwise exclude himself or herself from the PAGA Payment and
10 the associated release of claims and rights under PAGA. (§49.b)

11 "Released Parties" means Defendant and all its present and
12 former parent companies, subsidiaries, divisions, related or
13 affiliated companies, shareholders, officers, directors,
14 employees, agents, attorneys, insurers, successors and assigns,
15 and any individual or entity which could be liable for any of
16 the Released Claims, and Defendant's counsel of record in the
17 Action. (§30)

18
19 Named Plaintiff Santos Orellana additionally provides a
20 general release and §1542 waiver. (§49.c)

21 4. All uncashed settlement checks, plus interest, must be
22 delivered to the California State Controller's Unclaimed
23 Property Division in the name of the Class Member/Aggrieved
24 Employee who did not cash his or her check.
25

1 5. Pursuant to California Rules of Court, Rule 3.769(h),
2 the Court retains jurisdiction over the parties with respect to
3 enforcement of this Judgment under California Code of Civil
4 Procedure Section 664.6.

5 CLERK TO GIVE NOTICE.

6 DATED: July 12, 2022

7
8 **YVETTE M. PALAZUELOS**

9 YVETTE M. PALAZUELOS
10 JUDGE OF THE SUPERIOR COURT
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