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FILED

APR 04 2023

JAMES M. KIM, Court Executive Officer
MARIN COUNTY SUPERIOR COURT
By: D. Macias, Deputy *DM*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN**

TIMOTHY ISAAC, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CENTRAL PAYMENT CO., LLC, a Delaware
limited liability company; TSYS MERCHANT
SOLUTIONS, LLC, a Delaware limited liability
company; and DOES 1 through 100,

Defendants.

Case No.: CIV2002734

CLASS ACTION

*[Assigned for all purposes to the Hon.
Stephen P. Freccero, Courtroom A]*

SPF
**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 4, 2023

Time: 1:30 p.m.

Dept.: A

Action Filed: September 18, 2020

Trial Date: None Set

9-6PP

[PROPOSED] JUDGMENT & ORDER

The Motion of Plaintiff Timothy Isaac ("Plaintiff") for Final Approval of Class Action Settlement ("Final Approval Motion") came on regularly for hearing before this Court on April 4, 2023 at 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court's prior Order Granting Preliminary Approval of Class Action Settlement. Having considered the parties' Settlement Agreement ("Settlement Agreement" or "Settlement")¹ and the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion and HEREBY ORDERS THE FOLLOWING:

1. Final judgment is hereby entered in conformity with the Settlement and this Final Approval Order.

2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class consisting of:

All current and former Sales Representatives that, during the period of September 18, 2016 to October 11, 2022 ("Class Period"), either: (i) performed services for Defendants and lived in California; (ii) performed services for Defendants and had an active account in California, and lived elsewhere; and/or (iii) performed services for Defendants and traveled to California for training; and California law applied to the services relationship between the Sales Representatives and Defendants per their written agreement.

3. Plaintiff Timothy Isaac is hereby confirmed as the Class Representative. Haines Law Group, APC is hereby confirmed as Class Counsel.

4. Notice was provided to Covered Class Members as set forth in the Settlement Agreement, which was approved by the Court on October 11, 2022, and the notice process has been completed in conformity with the Settlement Agreement and with this Court's orders. The Court finds that said notice was the best notice practicable under the circumstances. The Class

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 Notice provided due and adequate notice of the proceedings and matters set forth therein,
2 informed Covered Class Members of their rights, and fully satisfied the requirements of
3 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

4 5. The Court finds that no Covered Class Member objected to the Settlement, that
5 two (2) Covered Class Members opted out of the Settlement, and that the 99.81% participation
6 rate in the Settlement supports final approval.

7 6. The Court hereby approves the settlement as set forth in the Settlement Agreement
8 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
9 according to its terms.

10 7. For purposes of settlement only, the Court finds that: (a) the members of the
11 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
12 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
13 community of interest among members of the Settlement Class with respect to the subject matter
14 of the litigation; (c) the claims of the Class Representative are typical of the claims of the
15 members of the Settlement Class; (d) the Class Representative has fairly and adequately protected
16 the interests of the Settlement Class members; (e) a class action is superior to other available
17 methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to
18 serve as counsel for the Class Representative and the Settlement Class.

19 8. The Court orders that within thirty (30) calendar days of the Effective Date,
20 Defendants shall deposit the Maximum Settlement Amount of \$1,475,000.00 into an account
21 established by Phoenix Settlement Administrators ("Settlement Administrator"), as provided for
22 in the Settlement Agreement.

23 9. The Court finds that the Individual Settlement Awards, as provided for in the
24 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
25 distribute the individual payments in conformity with the terms of the Settlement Agreement.

26 10. The Court finds that an incentive award to Plaintiff in the amount of \$7,500.00 is
27 appropriate for his risks undertaken and his service to the Settlement Class. The Court finds that
28 such award is fair, reasonable, and adequate, and orders that the Settlement Administrator make

1 this payment in conformity with the terms of the Settlement Agreement.

2 11. The Court finds that attorneys' fees in the total amount of \$491,666.67, and actual
3 litigation costs of \$12,340.85, are fair, reasonable, and adequate, and orders that the Settlement
4 Administrator distribute these payments to Class Counsel in conformity with the terms of the
5 Settlement Agreement.

6 12. The Court orders that the Settlement Administrator shall be paid \$10,950.00 from
7 the Maximum Settlement Amount for all of its work done and to be done until the completion of
8 this matter, and finds that sum appropriate.

9 13. The Court finds that the payment to the California Labor & Workforce
10 Development Agency ("LWDA") in the amount of \$56,250.00 for its share of the settlement of
11 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
12 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
13 this payment to the LWDA in conformity with the terms of the Settlement.

14 14. Any settlement funds that remain uncashed after 180 days after they are mailed
15 will escheat to Court Appointed Special Advocates/Guardians ad Litem ("CASA/GAL").

16 15. The Settlement is not an admission by Defendants, nor is this Order a finding of
17 the validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the
18 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
19 shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of
20 Defendants.

21 16. The Court finds and determines that upon satisfaction of all obligations under the
22 Settlement and this Order and Judgment, all participating Class Members are bound by the
23 Settlement, have released their claims as set forth in the Settlement, and are permanently barred
24 from prosecuting against Defendants any individual or class claims released pursuant to the
25 Settlement.

26 17. Upon satisfaction of all obligations under the Settlement and this Order and
27 Judgment, and upon the Settlement being fully funded, Plaintiff and every Participating Covered
28 Class Member, except the two Covered Class Members who requested exclusion from the

1 Settlement, will release and discharge Defendants, and all of their current and former parents,
2 subsidiaries, and affiliated entities, and each of their respective officers, directors, employees,
3 partners, shareholders, members, managers, trustees, and agents, and any other predecessors,
4 successors, assigns, or legal representatives ("Released Parties"), from (i) those claims set forth
5 in Plaintiff's Second Amended Complaint ("Complaint") or that could have been alleged based
6 on the facts alleged in the Complaint, including claims under Labor Code §§ 201-204, 221-223,
7 226, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, Industrial
8 Wage Order No. 7, and Business and Professions Code § 17200, and (ii) claims for wages,
9 penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs,
10 restitution, or equitable relief, arising from or related to any and all claims that were asserted in
11 the Lawsuit or that could have been asserted in the Lawsuit based on the allegations of the
12 Complaint. The claims released by the Covered Class Members shall include, without limitation,
13 any and all claims relating to any alleged failure to pay minimum and overtime wages, failure to
14 provide meal or rest periods, failure to reimburse expenses, failure to maintain required records,
15 failure to timely pay wages when due, unlawful deductions from wages, failure to furnish
16 accurate itemized wage statements, unlawful competition and unlawful business practices based
17 on the above, and any statutory penalty claims that were asserted in the Lawsuit or that could
18 have been asserted in the Lawsuit based on the allegations of the Complaint ("Class Released
19 Claims"). The release of Class Released Claims shall apply, temporally, to the duration of the
20 Class Period. In addition, all Covered Class Members (whether or not they opt out) who
21 performed services as Sales Representatives for Defendants at any point during the PAGA Period
22 shall release any right or claim to civil penalties or other damages pursuant to the PAGA, based
23 on alleged violations of the California Labor Code or Wage Orders set forth above arising during
24 the PAGA Period ("PAGA Released Claims").

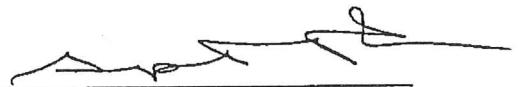
25 18. This document shall constitute a final judgment pursuant to California Rule of
26 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
27 approval hearing, the court must make and enter judgment. The judgment must include a
28 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the

1 judgment. The court may not enter an order dismissing the action at the same time as, or after,
2 entry of judgment." The Court will retain jurisdiction to enforce the Settlement and this Final
3 Approval Order and Judgment.

4 19. Plaintiff shall submit a final report of disbursement by March 1, 2024, setting forth
5 the actual amounts paid to Covered Class Members and other amounts disbursed pursuant to the
6 Settlement.

7 **IT IS SO ORDERED.**

8
9 Dated: 4/4/2023


Honorable Stephen P. Freccero
Judge of the Superior Court