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 7 as an individual and on behalf of all
 8 employees similarly situated

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 10 **COUNTY OF LOS ANGELES**

11
 12 JESUS M CAMPOSECO, as an individual and on
 13 behalf of all employees similarly situated,

14 Plaintiff,

15 v.

16 SMARTE CARTE, INC., a Minnesota
 17 Corporation; and DOES 1 through 50, inclusive,

18 Defendants.

Case No.: 23STCV07897

[Assigned for all purposes to Hon. Carolyn B.
 Kuhl, Dept. 12]

CLASS AND PAGA REPRESENTATIVE
 ACTION

**[PROPOSED] ORDER GRANTING FINAL
 APPROVAL OF CLASS AND PAGA
 REPRESENTATIVE ACTION
 SETTLEMENT**

Date: April 29, 2025
 Time: 10:30 a.m.
 Courtroom: Dept. 12
 Judge: Hon. Carolyn B. Kuhl

Action Filed: April 10, 2023
 Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff JESUS CAMPOSECO (“Plaintiff”) and Defendant SMARTE CARTE, INC.
3 (“Defendant”) have reached terms of settlement for a putative class and PAGA representative action.

4 Plaintiff has filed a motion for final approval of a class and PAGA representative action
5 settlement of the claims asserted against Defendant in this action, memorialized in the CLASS ACTION
6 AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (*see* Declaration of Lilit
7 Tunyan in Support of Plaintiff’s Motion for Final Approval of Class and PAGA Representative Action
8 Settlement [“Tunyan Decl.”], at Exh. 1). The CLASS ACTION AND PAGA REPRESENTATIVE
9 ACTION SETTLEMENT AGREEMENT is referred to herein as the “Agreement” or “Settlement.”

10 After reviewing the Agreement, the Notice process, and other related documents, and having
11 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court finds the settlement was entered into in good faith, that the settlement is fair,
13 reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for
14 final approval of this class action settlement under California law, including the provisions of California
15 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

16 2. The parties’ Settlement is GRANTED final approval. The Court has considered all
17 relevant factors for determining the fairness of the Settlement and has concluded that all such factors
18 weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached
19 following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the
20 result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the
21 terms of the settlement are in all respects fair, adequate, and reasonable.

22 3. The Court hereby GRANTS conditional certification of the Class, in accordance with
23 the Settlement, for purposes of this settlement only. The Settlement Class meets the requirements for
24 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

25 4. The Class Notice provided to the Class complied with the requirements of Code of Civil
26 Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States
27 Constitutions, and any other applicable law, and constituted the best notice practicable under the
28 circumstances, by providing individual notice to all Class Members who could be identified through

1 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
2 forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of
3 due process.

4 5. The following persons are certified as Class Members solely for the purpose of entering
5 a settlement in this matter:

6 All non-exempt, hourly employees of Defendant who worked for Defendant in
7 California during the Class Period (the “Class Period” is July 17, 2021 through
8 November 21, 2024.) “Participating Class Members” are those Class Members who do
9 not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶
1.35.)

10 6. The following persons are PAGA Group Employees for the purpose of entering a
11 settlement in this matter:

12 All non-exempt, hourly employees of Defendant who worked for Defendant in
13 California during the PAGA Period (the “PAGA Period” is April 10, 2022 through
14 November 21, 2024.) Aggrieved Employees cannot opt out of the settlement of the
PAGA claim. (Settlement, ¶ 7.5.4.)

15 7. Plaintiff JESUS M CAMPOSECO is appointed as the Class Representative solely for
16 the purpose of entering a settlement in this matter. The Court finds Plaintiff’s counsel are adequate, as
17 they are experienced in wage and hour class action litigation and have no conflicts of interest with
18 absent Class Members, and that they adequately represented the interests of absent class members in
19 the Litigation. TUNYAN LAW, APC is appointed Class Counsel solely for the purpose of entering a
20 settlement in this matter.

21 8. The Court appoints Phoenix Class Action Administration Solutions to act as the
22 Settlement Administrator, pursuant to the terms set forth in the Agreement.

23 9. All other Class Members are Settlement Class Members, bound by the Final Approval
24 Order and Judgment in the Action.

25 10. Upon entry of this Final Approval Order and the subsequent Judgment, funding of the
26 Settlement and compensation to the Settlement Class Members and PAGA Employees shall be
27 implemented pursuant to the terms of the Settlement.

28 11. In addition to any recovery that Plaintiff may receive under the Settlement as a

1 Settlement Class Member, and in recognition of the Plaintiff's general release of individual claims and
2 waiver of rights under California Civil Code § 1542, and his efforts on behalf of the Settlement Class, the
3 Court hereby approves the payment of an enhancement award to Plaintiff JESUS M CAMPOSECO in
4 the amount of **\$6,000.00**.

5 12. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
6 **\$80,000.00** to Tunyan Law, APC. Litigation expenses are approved by the Court in the amount of
7 **\$14,677.89** to Tunyan Law, APC. The court determines that the fees are reasonable in light of the
8 benefit obtained for the class.

9 13. The Court approves and orders payment in the amount of **\$7,000.00** to Phoenix Class
10 Action Administration Solutions for its services as the Settlement Administrator.

11 14. The Court approves and orders payment in the amount of **\$11,250.00** to the Labor and
12 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
13 General Act of 2004 (Labor Code § 2698 et seq.).

14 15. Upon completion of administration of the Settlement, the Parties shall file a declaration
15 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
16 have been completed.

17 16. The Court sets a non-appearance case review regarding compliance with all fund
18 distribution requirements under the Settlement for March 16, 2026, ~~2025~~, at _____,
19 in Dept. 12 of the above-entitled Court. A Final Report, including any declaration from the Settlement
20 Administrator regarding compliance, shall be filed with the Court no later than 5 days prior to the non-
21 appearance date.
22 2025.

23 17. Once Defendant fully funds the Settlement by paying the amounts specified in the
24 Settlement, including the Gross Settlement Amount, Plaintiff, the Participating Class Members, and the
25 PAGA Employees, shall have, by operation of this Final Approval Order and the Judgment issued
26 thereon, fully, finally and forever released, relinquished, and discharged Defendant from the Released
27 Claims and released PAGA Claims described in the Settlement. Specifically, Class Members and
28 PAGA Employees shall be subject to the following releases:

Effective on the date when Defendant fully funds the entire Gross Settlement Amount and fund
all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,

1 Plaintiff, Class Members who have not submitted a valid and timely Request for Exclusion as
2 to claims other than the PAGA claim, and Class Counsel will release claims against all
3 Released Parties as follows:

4 Release by Participating Class Members Who Are Not PAGA Employees: All Participating
5 Class Members, on behalf of themselves and their respective former and present
6 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
7 Released Parties from all claims under state, federal or local law, whether statutory, common
8 law or administrative law, arising out of or related to allegations set forth in the Operative
9 Complaint, including but not limited to claims for failure to pay minimum wage, failure to pay
10 overtime wages, failure to pay sick leave, failure to compensate for split shifts, failure to
11 provide meal periods, failure to provide rest periods, failure to provide accurate and itemized
12 wage statements, failure to reimburse necessary business expenditures, failure to timely pay
13 wages during employment, failure to provide timely wages owed upon separation, and unfair
14 competition, including, but not limited to, claims for injunctive relief, liquidated damages,
15 penalties of any nature, interest, fees, costs; and all other claims and allegations made or which
16 could have been made in the Action based on the facts and allegations pled in the Operative
17 Complaint during the Class Period. Except as set forth in Section 5.3 of this Agreement,
18 Participating Class Members do not release any other claims, including claims for vested
19 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
20 unemployment insurance, disability, social security, workers' compensation, or claims based on
21 facts occurring outside the Class Period.

22 Release by Participating and Non-Participating Class Members Who Are PAGA Employees:
23 All Participating and Non-Participating Class Members who are PAGA Employees are deemed
24 to release, on behalf of themselves and their respective former and present representatives,
25 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
26 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on
27 the PAGA Period facts stated in the Operative Complaint and Plaintiff's PAGA Notice,
28 including but not limited to claims for failure to pay minimum wage, failure to pay overtime

wages, failure to pay sick leave, failure to compensate for split shifts, failure to provide meal periods, failure to provide rest periods, failure to provide accurate and itemized wage statements, failure to reimburse necessary business expenditures, failure to timely pay wages during employment, and failure to provide timely wages owed upon separation. The Parties agree that there is no statutory right for any Class Member to opt out or otherwise exclude himself or herself from the PAGA Settlement.

18. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice of this final Order and Judgment to all Settlement Class Members by posting the Order and Judgment for 90 days on the Settlement Administrator's website and to the LWDA, pursuant to Labor Code § 2699(l)(3).

19. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

IT IS SO ORDERED.



A handwritten signature in cursive script that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Dated: 04/29/2025

Hon. Carolyn B. Kuhl
LOS ANGELES SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285
Glendale, California 91203.

7 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**
8 **GRANTING FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION**
9 **SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested
parties as follows and as stated on the attached service list:

10 Eric J Gitig
11 Eric.Gitig@Jacksonlewis.com
12 Orlando J. Arellano,
13 Orlando.Arellano@jacksonlewis.com
14 Pamela Trujillo
15 Pamela.Trujillo@Jacksonlewis.com
16 **JACKSON LEWIS P.C.**
17 725 South Figueroa Street, Suite 2500
18 Los Angeles, CA 90017
19 Telephone: (213) 689 0404

20 Attorneys for Defendant **SMARTE CARTE, INC.**

21 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
22 to accept electronic service, I caused the documents to be sent to the persons at the
23 electronic service addresses listed above via third-party cloud service
24 **CASEANYWHERE**. I did not receive an error message.

25 I declare under penalty of perjury under the laws of the State of California that the above is
26 true and correct. Executed on March 27, 2025 at Glendale, California.

27 Lilit Tunyan
28 Name



Signature