

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Attorneys for Plaintiff Jesus M. Camposeco,
as an individual and on behalf of all
employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

Case No.: 23STCV07897

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

**[PROPOSED] JUDGMENT FOLLOWING
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”) reached terms of settlement for a putative class and PAGA representative action. On or
4 about April 29, 2025, the Court issued an Order granting Plaintiff’s motion for final approval of a
5 proposed class and PAGA representative action settlement of the claims asserted against Defendant in
6 this action (“Final Approval Order”). The settlement is memorialized in the CLASS ACTION AND
7 PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (see Declaration of Lilit Tunyan
8 In Support of Plaintiff’s Motion for Final Approval of Class and PAGA Representative Action
9 Settlement [Tunyan Decl.], at Exh. 1). The CLASS ACTION AND PAGA REPRESENTATIVE
10 ACTION SETTLEMENT AGREEMENT is referred to herein as the “Settlement.”

11 The Court’s Final Approval Order is incorporated herein in its entirety. The Court now enters
12 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
13 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

14 **JUDGMENT**

15 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
16 entered whereby the Plaintiff, all Settlement Class Members, and all PAGA Employees shall take
17 nothing from Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

18 The Class Members are:

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

22 There were no objections and no requests for exclusion submitted by Class Members.

23 The Court also defines the following “PAGA Employees” impacted by the proposed settlement
24 of PAGA claims:

25 All non-exempt, hourly employees of Defendant who worked for Defendant in
26 California during the PAGA Period (the “PAGA Period” is April 10, 2022 through
27 November 21, 2024.)

28 Class and PAGA Representative Action claims are released, pursuant to the terms of the
Settlement, as follows:

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

Release by Participating Class Members Who Are Not PAGA Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims under state, federal or local law, whether statutory, common law or administrative law, arising out of or related to allegations set forth in the Operative Complaint, 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, failure to provide timely wages owed upon separation, and unfair competition, including, but not limited to, claims for injunctive relief, liquidated damages, penalties of any nature, interest, fees, costs; and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in the Operative Complaint during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Release by Participating and Non-Participating Class Members Who Are PAGA Employees: All Participating and Non-Participating Class Members who are PAGA Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, 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.

"Released Parties" means: Defendant and each of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released Claims, and Defendant's counsel of record in this action.

Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final Approval Order, according to the deadlines specified in the Settlement.

Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff, Settlement Class Members, and Defendant, for the purposes of:

(a) supervising the implementation, enforcement, construction, and interpretation of the

1 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
2 and the Judgment; and
3 (b) supervising distribution of amounts paid under this Settlement.
4

5 **IT IS SO ORDERED.**

6 Dated: _____

7 Hon. Carolyn B. Kuhl
8 LOS ANGELES COUNTY SUPERIOR COURT JUDGE
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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] JUDGMENT**
8 **FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA**
9 **REPRESENTATIVE ACTION 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
Orlando J. Arellano,
12 Orlando.Arellano@jacksonlewis.com
Pamela Trujillo
13 Pamela.Trujillo@Jacksonlewis.com
14 **JACKSON LEWIS P.C.**
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Telephone: (213) 689 0404

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

16
17 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties
18 to accept electronic service, I caused the documents to be sent to the persons at the
19 electronic service addresses listed above via third-party cloud service
20 **CASEANYWHERE**. I did not receive an error message.

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

23
24 Lilit Tunyan
25 Name



Signature