

# Exhibit D

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

JUSTIN LOVELACE, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

GLOBAL PAYMENTS, INC. D/B/A/  
HEARTLAND ECSI, and DOES 1-10,

Defendant.

Case No. BC682608

Class Action

**[PROPOSED] FINAL APPROVAL  
ORDER**

Case Assigned for All Purposes to  
Hon. Yvette M. Palazuelos

1 THIS MATTER came before the Court for final approval of the proposed class settlement.  
2 The Court has considered all papers filed and the entire record of the proceedings in this matter  
3 and held a hearing on \_\_\_\_\_, at which time the Parties and all other interested  
4 persons were afforded the opportunity to be heard in support of and in opposition to the proposed  
5 settlement. Based on the papers filed with the Court and presentations made to the Court at the  
6 hearing, and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

8 1. The definitions and provisions of the Agreement are hereby incorporated as though  
9 fully set forth herein. For purposes of this Order, capitalized terms shall have the meaning  
10 ascribed to them in the Amended Settlement Agreement (the "Agreement").

11 2. This Court has jurisdiction over the subject matter of the Agreement with respect to  
12 and over all parties to the Agreement, including all members of the Settlement Class.

13 3. The Court hereby approves the Settlement, including the plan of distribution of the  
14 Settlement Amount, and finds that the Settlement is, in all respects, fair, reasonable, and adequate  
15 to the Settlement Class Members, within the authority of the Parties and the result of extensive  
16 arm's length negotiations.

17 4. The Court finds that Class Representative and Class Counsel are competent and  
18 capable of exercising their respective responsibilities.

19 5. Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator,  
20 KCC, has complied with the approved notice process as confirmed in its declaration filed with the  
21 Court. The Court finds that the form and method for notifying the Settlement Class Members of  
22 the Settlement and its terms and conditions was in conformity with this Court's Preliminary  
23 Approval Order, provided a means of notice reasonably calculated to apprise the Settlement Class  
24 Members of the pendency of the action and the proposed settlement, and thereby satisfied due  
25 process requirements, and constituted the best notice practicable under the circumstances, and due  
26 and sufficient notice to all Settlement Class Members entitled thereto.

27 6. The Agreement, which has been filed with the Court and shall be deemed  
28 incorporated herein, and the proposed settlement contained therein, are finally approved and shall

1 be consummated in accordance with the terms and provisions thereof, except as amended by any  
2 order issued by this Court. The Settlement Administrator shall conduct all administration of the  
3 Settlement Amount. The Settlement Administrator shall prepare and issue all disbursements of  
4 the Distribution Amounts from the Settlement Amount to the Class Members and the Settlement  
5 Class Representative entitled to such benefits within the time period specified in the Agreement.

6 7. Pursuant to California Code of Civil Procedure Section 382 and California Civil  
7 Code Section 1781, the Court certifies, for settlement purposes only, the following Settlement  
8 Class:

9 All Persons who paid a fee to Educational Computer Systems, Inc.  
10 d/b/a Heartland ECSI for making an online payment between  
11 November 6, 2013 and December 31, 2018 and who provided a  
12 California billing address when making the payment.

13 8. This Final Approval Order does not constitute an expression by the Court of any  
14 opinion, position, or determination as to the merit or lack of merit of any of the claims or defenses  
15 of the Settlement Class Representative, the Settlement Class Members, or Heartland. Neither this  
16 Final Approval Order nor the Agreement is an admission or indication by Heartland of the validity  
17 of any claims in this action or of any liability or wrongdoing or of any violation of law. This Final  
18 Approval Order and the Agreement do not constitute a concession and shall not be used as an  
19 admission or indication of any wrongdoing, fault or omission by Heartland or any other person in  
20 connection with any transaction, event or occurrence, and neither this Final Approval Order nor  
21 the Agreement nor any related documents in this proceeding nor any reports or accounts thereof  
22 shall be offered or received in evidence in any civil, criminal or administrative action or  
23 proceeding, other than such proceedings as may be necessary to consummate or enforce this Final  
24 Approval Order, the Agreement and all releases given thereunder, or to establish the affirmative  
25 defenses of res judicata or collateral estoppel.

26 9. The Court hereby orders the entry of Final Judgment, without costs as to any of the  
27 Parties against the others, except for such applications as may be made pursuant to the Agreement  
28 by Class Counsel and the Settlement Class Representative to be paid solely out of the Settlement  
Amount.

10. (a) Upon the Effective Date, the Settlement Class Representative and the

1 Settlement Class Members, on behalf of themselves and their respective heirs, executors,  
2 administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest,  
3 and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully released  
4 and forever discharged Heartland and each and all of its present, former and future direct and  
5 indirect parent companies, affiliates, subsidiaries, agents, successors, predecessors-in-interest, or  
6 any financial institutions, corporations, trusts, or other entities that may hold or have held any  
7 interest (including, without limitation, any security interest) in any account or any receivables  
8 relating to any account, or any receivables or group of receivables, or any interest in the operation  
9 or ownership of Heartland, and all of the aforementioned's respective officers, directors,  
10 employees, attorneys, shareholders, agents, vendors, and assigns, from any and all rights, duties,  
11 obligations, claims, actions, causes of action or liabilities, whether arising under local, state or  
12 federal law (including, without limitation, under any state consumer-protection or unfair and  
13 deceptive practices acts), whether by constitution, statute, contract, common law, or equity,  
14 whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or  
15 unforeseen, actual or contingent, liquidated or unliquidated, as of the Effective Date, including,  
16 without limitation: (1) that arise out of or relate in any way to any or all of the claims, causes of  
17 action, acts, omissions, facts, matters, transactions, or occurrences that were or could have been  
18 directly or indirectly alleged, asserted, described, set forth or referred to in the Action; or (2) that  
19 arise out of or relate in any way to the administration of the Settlement.

20 (b) Without limiting the foregoing, the Released Claims specifically include  
21 claims that Lovelace does not know or suspect to exist in his favor at the time that the Settlement,  
22 and the releases contained therein, becomes effective. The Court finds that the Settlement Class  
23 Representative has knowingly waived California Civil Code Section 1542 and/or any other  
24 applicable law relating to limitations on releases, solely with respect to the Released Claims. This  
25 waiver of Section 1542 of the California Civil Code does not extend to or apply to Settlement  
26 Class Members.

27 11. In aid of this Court's jurisdiction to implement and enforce the settlement, the  
28 Settlement Class Representative and all Settlement Class Members and all persons purporting to

1 act on behalf of Settlement Class Members are enjoined, directly, on a representative basis or in  
2 any other capacity, from asserting, commencing, prosecuting, or continuing any of the Released  
3 Claims against Heartland or any of the other Released Parties in any action, arbitration or  
4 proceeding in any court, arbitral forum, or tribunal.

5 12. The Court finds that the program of Class Notice set forth in the Agreement and  
6 preliminarily approved by the Court was the best practicable notice under the circumstances. The  
7 Class Notice provided due and adequate notice of these proceedings and of the matters set forth  
8 therein, including the Agreement, to all parties entitled to such notice and satisfied the  
9 requirements of California Rule of Court 3.769, California Civil Code Section 1781, and the  
10 requirements of constitutional due process.

11 13. This Final Approval Order applies to all claims or causes of action settled under the  
12 terms of the Agreement, and shall be fully binding with respect to all Settlement Class Members  
13 who did not properly request exclusion. A total of \_\_\_\_\_ timely exclusion requests were  
14 received. Those persons requesting exclusion are identified on **Exhibit 1** to this Order. The Court  
15 hereby excludes these persons from the Settlement Class and the Settlement.

16 14. Settlement Class Members were given an opportunity to object to the settlement.  
17 After consideration of each of the objections, the Court hereby overrules such objections.

18 15. This Order is binding on all Settlement Class Members, except those individuals  
19 named on **Exhibit 1**.

20 16. Without affecting the finality of this Final Approval Order in any way, the Court  
21 retains continuing jurisdiction over: (a) implementation of the Agreement and distribution of the  
22 settlement payments contemplated by the Agreement, until all acts agreed to be performed  
23 pursuant to the Agreement have been performed; and (b) all parties to this action and members of  
24 the Settlement Class for the purpose of enforcing and administering the Agreement.

25 17. By \_\_\_\_\_, the Parties shall file a declaration from the  
26 Settlement Administrator regarding the total amount actually paid to Settlement Class Members  
27 and any unpaid residue pursuant to California Code of Civil Procedure Section 384.

28 18. Neither this Final Approval Order nor the Agreement constitutes an admission or

1 concession by Heartland of any fault, omission, liability, or wrongdoing. This Final Approval  
2 Order is not a finding of the validity or invalidity of any claims in this action or a determination of  
3 any wrongdoing by the defendant. The final approval of the Agreement does not constitute any  
4 opinion, position, or determination of this Court, one way or the other, as to the merits of the  
5 claims and defenses of the Settlement Class Representative, Heartland, or the Settlement Class  
6 members.

7 19. In the event that the Agreement does not become effective in accordance with its  
8 terms, then this Final Approval Order shall be vacated, the Settlement Class shall be decertified  
9 (without affecting the Settlement Class Representative's right subsequently to seek certification)  
10 and the Agreement and all orders entered in connection therewith shall become null and void and  
11 of no further force and effect.

12 20. The Settlement is not conditioned upon the Court's approval of the plan of  
13 allocation for the settlement consideration or the fees, costs, expenses and incentive awards sought  
14 by Class Counsel. Any appellate proceedings relating solely to such matters shall not delay the  
15 date on which this Final Approval Order becomes Final.

16 **IT IS SO ORDERED.**

17 Dated: \_\_\_\_\_, 2019

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Hon. Yvette M. Palazuelos  
Judge of the Superior Court

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