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ORIGINAL FILED
Superior Court of California
County of Los Angeles

NOV 06 2019

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

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 JUDGMENT

Case Assigned for All Purposes to
Hon. Daniel J. Buckley

1 WHEREAS, this matter came on regularly before this Court on Nov 6, 2018,
2 pursuant to California Rule of Court 3.769 and this Court's earlier Order Preliminarily Approving
3 Class Action Settlement, Conditionally Certifying Class, and Appointing Class Counsel
4 ("Preliminary Approval Order");

5 WHEREAS, for purposes of this Judgment, capitalized terms shall have the meaning
6 ascribed to them in the Settlement Agreement ("the Agreement") and the definitions and
7 provisions of the Agreement are hereby incorporated as though fully set forth herein; and

8 WHEREAS, this Court granted final approval of the Settlement and entered the Final
9 Approval Order.

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

11 1. Final Judgment in this matter is hereby entered in conformity with the Agreement,
12 the Preliminary Approval Order, and the Final Approval Order.

13 2. Pursuant to Final Approval Order, the Court certified, for settlement purposes only,
14 the following Settlement Class:

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

18 3. All Settlement Class Members who have not timely and validly requested exclusion
19 from the Settlement Class are bound by this Final Judgment and by the terms of the Agreement.

20 4. This Judgment does not apply to Persons who timely requested exclusion from the
21 Settlement Class ("Excluded Persons"). The list of Excluded Persons is attached as **Exhibit 1** and
22 incorporated by reference in this Final Judgment. Excluded Persons are not bound by this Final
23 Judgment or the terms of the Agreement and may pursue their own individual remedies against
24 Heartland. However, Excluded Persons are not entitled to any rights or benefits provided to
25 Settlement Class Members by the terms of the Agreement.

26 5. Pursuant to California Rules of Court 3.769 and 3.771 and without affecting the
27 finality of this Final Judgment, the Court hereby enters judgment and retains continuing and
28 exclusive jurisdiction over the Parties and all matters relating to this Action and/or the Settlement

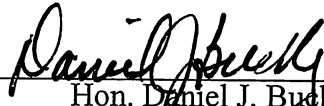
1 Agreement, including the administration, interpretation, construction, effectuation, enforcement
2 and consummation of the Settlement Agreement and the Court's Orders in this Action.

3 6. By July 6, 2020, the Parties shall file a declaration from the
4 Settlement Administrator regarding the total amount actually paid to Settlement Class Members
5 and any unpaid residue pursuant to California Code of Civil Procedure Section 384.

6 7. Notice of this Judgment shall be given to the Settlement Class by posting this
7 Judgment on <http://www.LovelaceSettlement.com>.

8 **IT IS SO ORDERED.**

9
10 Dated: Nov 4, 2019


11 Hon. Daniel J. Buckley, Jr.
12 JUDGE OF THE SUPERIOR COURT