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11 Attorneys for Representative Plaintiff(s), *et al.*

12
13 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF BUTTE**

15 BRANDON BROOKS individually, and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 ARGONAUT CALIFORNIA
20 VENTURES, INC. d.b.a. KFC, and DOES
21 1 through 100, inclusive,

22 Defendants.

Case No. 20CV00611

CLASS ACTION

**NOTICE OF ENTRY OF ORDER GRANTING
MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: January 20, 2021

Time: 9:00 a.m.

Dept.: 6

Judge: Stephen E. Benson

23
24 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

25 **PLEASE TAKE NOTICE** that, on January 20, 2021, the Honorable Stephen E. Benson
26 entered an Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action
27 Settlement. A copy of the Order in the above-captioned case is attached hereto as Exhibit "A."

28 Dated: January 26, 2021

SCOTT COLE & ASSOCIATES, APC

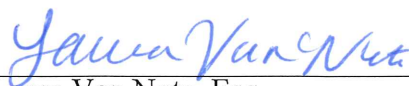
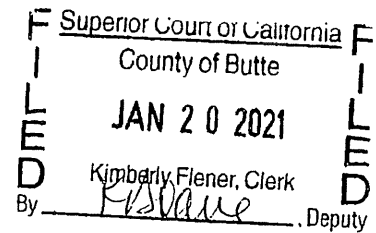
By: 
Laura Van Note, Esq.
Attorneys for Representative Plaintiff(s), *et al.*

EXHIBIT A



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 9 **IN AND FOR THE COUNTY OF BUTTE**

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 11 BRANDON BROOKS individually, and
 on behalf of all others similarly situated,

12 Plaintiff,

13 vs.

14 ARGONAUT CALIFORNIA
 VENTURES, INC. d.b.a. KFC, and DOES
 15 1 through 100, inclusive,

16 Defendants.

Case No. 20CV00611

CLASS ACTION

~~PROPOSED~~ ORDER AND JUDGMENT:

- (1) GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT;
- (2) AWARDING ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL;
- (3) AWARDING ENHANCEMENT TO THE REPRESENTATIVE PLAINTIFF; AND
- (4) AWARDING REIMBURSEMENT OF SETTLEMENT ADMINISTRATION COSTS

Date: January 20, 2021

Time: 9:00 a.m.

Dept.: 6

Judge: Stephen E. Benson

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 23 This matter, having come before the Superior Court of the State of California, in and for
 24 the County of Butte, at 9:00 a.m. on **January 20, 2021**, in Department 6, with Scott Cole &
 25 Associates, APC appearing as counsel for Representative Plaintiff Brandon Brooks, individually
 26 and on behalf of the Plaintiff Class and Aggrieved Employees, and Ogletree, Deakins, Nash,
 27 Smoak & Stewart, P.C. appearing as counsel for Defendant Argonaut California Ventures, Inc.
 28 dba KFC and Does 1 through 100 ("Defendants"). The Court, having carefully considered the

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1 | briefs, argument of counsel and all matters presented to the Court and good cause appearing,
2 | hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and enters
3 | Judgment as follows.

4 | **I.**

5 | **FINDINGS**

6 | Based on the oral and written argument and evidence presented in connection with the
7 | motion, the Court makes the following findings:

8 | 1. All terms used herein shall have the same meaning as defined in the proposed
9 | Settlement Agreement ("Agreement").

10 | 2. This Court has jurisdiction over the subject matter of the above-captioned
11 | litigation and over all Parties to this litigation, including the Settlement Class.

12 | **Preliminary Approval of the Settlement**

13 | 3. On September 23, 2020, the Court granted preliminary approval of a class-wide
14 | settlement. At this same time, the Court approved certification of a provisional Settlement Class
15 | for settlement purposes only.

16 | **Notice to the Plaintiff Class**

17 | 4. In compliance with the Preliminary Approval Order, the Class Notice Package
18 | was mailed by first class mail to the Plaintiff Class members at their last known addresses on or
19 | about October 22, 2020. Mailing of the Class Notice Package to their last known addresses was
20 | the best notice practicable under the circumstances and was reasonably calculated to
21 | communicate actual notice of the litigation and the proposed settlement to the Plaintiff Class.

22 | 5. According to the Claims Administrator, there are 1,299 members of the Plaintiff
23 | Class who will receive an Individual Settlement Share. The deadline for opting out or objecting
24 | was December 7, 2020. There was an adequate interval between mailing of the Notice and the
25 | deadline to permit Plaintiff Class members to choose what to do and act on their decision. A total
26 | of zero class members opted out, and zero class members objected.

27 |
28 |

Fairness of the Settlement

- a. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996).
 - b. There has been no collusion between the parties in reaching the proposed settlement.
 - c. Plaintiff's investigation and discovery have been sufficient to allow the court and counsel to act intelligently.
 - d. Counsel for both parties are experienced in similar employment class action litigation. All counsel recommended approval of the Agreement.
 - e. The percentage of objectors and requests for exclusion is small.
 - f. The participation rate was high, with zero objections and zero Plaintiff Class members opting-out.
6. The consideration to be given to the Settlement Class members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is far, reasonable and adequate compensation for the release of Settlement Class members' claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the action.
7. The proposed Agreement is approved as fair, adequate and reasonable and in the best interests of class members.

Attorneys' Fees/Costs

8. The Agreement provides for (and counsel seeks) an award of up to \$192,500 to Class Counsel as attorneys' fees in this action, representing 35% of the Gross Settlement Fund, plus actual costs, subject to the Court's approval. Class Counsel requests an award of \$6,804.09 as reimbursement for litigation costs.
9. The award of attorneys' fees and reimbursement of litigation costs are reasonable, in light of the contingent nature of Class Counsel's fee, the risks assumed, the results achieved by Class Counsel. and in light of the significant amount of uncompensated work Class Counsel anticipates post-final approval of the settlement.

Enhancement Award

10. The Agreement provides for an Enhancement Award of up to \$5,000 for the Representative Plaintiff from the Gross Settlement Amount, subject to the Court's approval. The Agreement endorses payments of an Enhancement Award in the amounts of \$5,000 to Plaintiff Brandon Brooks. The Court finds the Enhancement Award is reasonable in light of the risks and burdens undertaken by the Representative Plaintiff in this Action and for his time and effort in bringing and prosecuting this matter on behalf of the Plaintiff Class.

Cost of Settlement Administration

11. The Agreement provides for payment of settlement administration expenses from the Gross Settlement Amount. The Settlement Administrator has \$15,000 in Claims Administration expenses. The amount of this payment is reasonable in light of the work performed by the Settlement Administrator and shall be awarded thereto.

PAGA Payment

12. The Agreement provides for a PAGA payment of \$7,500, from which \$5,625 shall be allocated and delivered to the California Labor and Workforce Development Agency ("LWDA").

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Settlement Class is certified for the purposes of settlement only. The Settlement Class is hereby defined as:

All persons employed by Defendants as exempt and non-exempt food service employees in California on or after February 27, 2016 to September 23, 2020, excluding any such individuals who opt out of this settlement.

2. All persons who meet the foregoing definition and did not exclude themselves from the Agreement are members of the Settlement Class.

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Settlement Class.

4. Class Counsel are awarded attorneys' fees in the amount of \$192,500 and litigation costs in the amount of \$6,804.09. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or members of the Settlement Class.

5. Payment of Enhancement Award in the amount of \$5,000 to Plaintiff Brandon Brooks is approved.

6. The payment of \$15,000 to the Settlement Administrator for settlement administration services is approved.

7. The PAGA payment to the California Labor and Workforce Development Agency in the amount of \$5,625 (i.e., 3/4 of \$7,500) is approved.

8. A Final Judgment in this action is hereby entered and this shall constitute a Judgment for purposes of California Rules of Court, Rule 3.769(h).

9. This Final Judgment shall bind each Settlement Class member and shall operate as a full release and discharge of the released claims against the released parties. All rights to appeal the Final Judgment have been waived. This Final Judgment and Final Approval Order

1 shall have *res judicata* effect and bar all Settlement Class members from bringing any action
2 asserting Settlement Class members' released claims under the Agreement.

3 10. The Agreement and Settlement are not an admission by Defendant, nor is this
4 Final Approval Order a finding, of the validity of any claims in the Action or of any wrongdoing
5 by Defendant. Neither this Final Approval Order, this Final Judgment, the Agreement, nor any
6 document referred to herein, nor any action taken to carry out the Agreement is, may be
7 construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing
8 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
9 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
10 of, an admission or concession with regard to the denials or defenses by Defendant and shall not
11 be offered in evidence in any action or proceeding against Defendant in any court, administrative
12 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
13 Final Approval Order, this Final Judgment, the Agreement, or any related agreement or release.
14 Notwithstanding these restrictions, any of the released parties may file in the Action or any other
15 proceeding this Final Approval Order, this Final Judgment, the Agreement, or any other papers
16 and records on file in the Action as evidence of the Settlement to support a defense of *res*
17 *judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar
18 defense as to the released claims. Nothing set forth in this Order shall be construed to modify the
19 absolute obligation of the Representative Plaintiff to dismiss with prejudice, upon payment of the
20 settlement amount set forth in the settlement agreement, all of their claims set forth in this action.

21 11. Notice of entry of this Final Approval Order and Final Judgment shall be given to
22 Class Counsel on behalf of Plaintiff and all Settlement Class members. It shall not be necessary
23 to send notice of entry of this Final Approval Order and Final Judgment to individual Settlement
24 Class members. The time for any appeal shall run from service of notice of entry of the Final
25 Approval Order and Final Judgment by Class Counsel on Defendant.

26 12. After entry of this Order and Final Judgment, the Court shall retain jurisdiction to
27 construe, interpret, implement, and enforce the Agreement and this Judgment, to hear and
28

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1 resolve any contested challenge to a claim for settlement benefits, and to supervise and
2 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

3 13. In the event the Settlement does not become final and effective in accordance
4 with the terms of the Settlement Agreement, or is terminated, cancelled or fails to become
5 effective for any reason, then this Final Approval Order and Final Judgment, and all orders
6 entered in connection herewith shall be rendered null and void and shall be vacated.

7 14. A Compliance Hearing is hereby set for 4/21/21 @ 10:30 AM in Department 6
8 of this Court. At least ten (10) court days before the Compliance Hearing, Class Counsel shall
9 submit a Case Management Conference Statement, accompanied by a Declaration from the
10 Settlement Administrator (including a summary accounting identifying the distributions made,
11 the number and value of any uncashed checks, the status of any unresolved issues, and any other
12 matters appropriate to evaluate the effectiveness and completeness of the distribution).

13 **IT IS SO ORDERED.**

14
15 Dated: JAN 20 2021

16 By:

17 
18 Judge of the Superior Court
19 **STEPHEN E. BENSON**

PROOF OF SERVICE

I am over 18 years of age, not a party to the above-captioned action, and am employed by the law firm of Scott Cole & Associates, APC, 555 12th St., Suite 1725, Oakland, California 94607.

On this date, I served a copy of:

NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

☐	By depositing the document(s) with the U.S. Postal Service, with postage fully prepaid, addressed as indicated below, in the ordinary course of business.
☐	By facsimile transmission to the fax number(s) below, before 5:00 p.m. PST.
☐	By placing the document(s) in a sealed Federal Express envelope, affixing a pre-paid air bill and delivering it to a Federal Express agent.
☐	By personal delivery.
☒	By e-mail transmission to the e-mail address(es) below.
☐	By electronic filing using the CM/ECF System which will send a Notice of Electronic Filing to the email address(es) listed in the Electronic Mail Notice List.
☐	By uploading the document(s) to the third-party document management/service company, court-approved for purposes of this litigation.
☒	By electronic submission to the Labor and Workforce Development Agency.

on the following person(s):

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I declare under penalty of perjury under the laws of the United States and the State of California the foregoing is true and correct. Executed in Oakland, California on January 26, 2021.



Nicole Randle