

COPY

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 01 2021

BY 
JESSICA MORALES, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SOCCORO BRITO, as an individual and on
behalf of all other similarly situated,

Plaintiff,

vs.

KOULAX ENTERPRISES, INC., dba
TOMMY'S HAMBURGERS, a California
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVDS1930872

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

Date: November 1, 2021
Time: 10:00 a.m.
Judge: Hon. David S. Cohn
Dept.: S26
247 West Third Street
San Bernardino, California 92415

Complaint filed: October 15, 2019
Trial date: None set

1 On November 1, 2021, a hearing was held on the motion of plaintiff Soccoro Brito
2 (“Plaintiff”) for final approval of the class action settlement (the “Settlement”) entered into
3 between Plaintiff and Defendant Koulox Enterprises, Inc. dba Tommy’s Hamburgers (“Koulox”)
4 (together with Plaintiff, the “Parties”).

5 Plaintiff has submitted the Settlement, which this Court preliminarily approved by its June
6 7, 2021 order (“Preliminary Approval Order”). In accordance with the Preliminary Approval
7 Order, Settlement Class members have been given notice of the terms of the Settlement and the
8 opportunity to comment on or object to it or to exclude themselves from its provisions.

9 Having received and considered the Settlement, the supporting papers filed by the parties,
10 and the evidence and argument received by the Court at the hearing before it entered the
11 Preliminary Approval Order and the final approval hearing on November 1, 2021, the Court
12 HEREBY GRANTS final approval of the Settlement, and HEREBY ORDERS and MAKES
13 DETERMINATIONS as follows:

14 1. The following persons are hereby certified as Settlement Class members for the
15 purpose of entering a settlement in this matter:

16 All current and former non-exempt employees of Koulox who
17 worked for Koulox in California at any time from October 15, 2015
18 to June 7, 2021 (the “Class Period”) and who did not sign an
arbitration agreement with Koulox

19 2. The Court confirms its appointment of Plaintiff as representative of the Settlement
20 Class, and confirms its appointment of Paul K. Haines and Tuvia Korobkin of Haines Law Group,
21 APC as Class Counsel.

22 3. Pursuant to the Preliminary Approval Order, a Notice of Pendency of Class Action
23 and Proposed Settlement, and Notice of Estimated Settlement Award (together, the “Notice
24 Packet”) were sent to each Settlement Class member by first-class mail. These papers informed
25 Settlement Class members of the terms of the Settlement, their right to receive a Settlement
26 Award, and their right to comment on or object to the Settlement or to opt out of the Settlement.
27 Adequate periods of time were provided by each of these procedures. No Settlement Class
28 members objected to the Settlement as part of this notice process, and no Settlement Class

1 members elected to opt out of the Settlement, and the Court finds that the 100% participation rate
2 supports the reasonableness of the Settlement.

3 4. The Court finds and determines that this notice procedure afforded adequate
4 protections to Settlement Class members and provides the basis for the Court to make an informed
5 decision regarding approval of the Settlement based on the responses of Settlement Class
6 members. The Court finds and determines that the notice provided in this case was the best notice
7 practicable, which satisfied the requirements of law and due process.

8 5. For the reasons stated in the Preliminary Approval Order, the Court finds and
9 determines that the proposed Settlement Class, as defined above, meets all of the legal
10 requirements for class certification, and it is hereby ordered that the Settlement Class is finally
11 approved and certified as a class for purposes of the Settlement.

12 6. The Court further finds and determines that the terms of the Settlement are fair,
13 reasonable, and adequate to the Settlement Class and to each Settlement Class member and that
14 the Settlement Class members who have not opted out will be bound by the Settlement, that the
15 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
16 be and hereby are ordered to be consummated.

17 7. The Court finds and determines that the Settlement Awards to be paid to the
18 Settlement Class members, as provided for by the Settlement, are fair and reasonable. The Court
19 hereby gives final approval to and orders the payment of those amounts to be made to the
20 Settlement Class members out of the Net Settlement Amount in accordance with the Settlement.

21 8. The Court finds and determines that the fees and expenses of Phoenix Settlement
22 Administrators in administering the settlement, in the amount of \$10,000, are fair and reasonable.
23 The Court hereby gives final approval to and orders that the payment of that amount be paid out
24 of the Gross Settlement Amount in accordance with the Settlement.

25 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
26 Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
27 hereby approves the payment of a class representative payment to Plaintiff in the amount of
28 \$7,500. This shall be paid from the Gross Settlement Amount.

1 10. Pursuant to the authorities and argument presented to the Court, and in light of the
2 common fund created by the Settlement, the Court approves the payment of attorneys' fees to
3 Class Counsel in the sum of \$106,666.67, plus costs and expenses in the amount of \$13,635.69.
4 This shall be paid from the Gross Settlement Amount.

5 11. Without affecting the finality of this order in any way, the Court retains jurisdiction
6 of all matters relating to the interpretation, administration, implementation, effectuation, and
7 enforcement of this order and the Settlement.

8 12. Upon completion of administration of the settlement, the Settlement Administrator
9 will provide written certification of such completion to the Court and counsel for the parties.

10 13. The Court finds that in consideration for their Settlement Awards, as of the date
11 the Settlement becomes Final and the Settlement is fully funded, all Settlement Class members
12 shall release all claims against Koufax that have been asserted in the Complaint, or which could
13 have been asserted in the Action based on the facts alleged in the Complaint, including claims
14 for: (i) failure to pay overtime wages; (ii) failure to provide meal periods; (iii) failure to timely
15 pay final wages at termination; and (iv) all claims for or under Business & Professions Code §
16 17200 based on any of the above claims, during the Class Period (collectively, the "Released
17 Claims").

18 14. The Court finds that in consideration of Plaintiff's awarded Class Representative
19 Enhancement Payment, as of the date the Settlement becomes Final and the Settlement is fully
20 funded, except as provided below, and in addition to the Released Claims described above,
21 Plaintiff shall release any and all claims, whether known or unknown, under federal law or state
22 law, arising up until the date the Settlement was signed, against Koufax ("Plaintiff's Released
23 Claims"), and waives the protection of California Civil Code section 1542 regarding such claims,
24 which provides: "A general release does not extend to claims that the creditor or releasing party
25 does not know or suspect to exist in his or her favor at the time of executing the release and that,
26 if known by him or her, would have materially affected his or her settlement with the debtor or
27 released party." Expressly excluded from Plaintiff's Released Claims are any claims for or related
28 to workers compensation benefits, unemployment insurance benefits, and any other claims that

1 cannot be waived by law, and such claims are expressly excluded from Plaintiff's Released
2 Claims.

3 15. The parties are hereby ordered to comply with the terms of the Settlement.

4 16. The parties shall each bear his, her, its or their own respective attorneys' fees and
5 costs, except as otherwise provided in the Settlement or in this Order.

6 The Court hereby enters final judgment in this Action in accordance with the Settlement
7 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
8 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
9 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
10 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
11 law.

12 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

13
14 Dated: 11-1, 2021

DAVID COHN

The Honorable David S. Cohn
Judge of the Superior Court