

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

| | | |
|----------------------------|---|--------------------------|
| VELDA FAYE HOLT and |) | |
| others similarly situated, |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| v. |) | No. 3:13-cv-00438 |
| |) | |
| CNR FOODS, LLC, d/b/a |) | |
| POPEYES LOUISIANA KITCHEN, |) | |
| |) | |
| Defendant. |) | |

CONSENT DECREE

Plaintiff Velda Faye Holt (“Plaintiff”) has filed a First Amended Complaint (“Complaint”) for alleged violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”). The Complaint alleges that Defendant CNR Foods, LLC (“CNR Foods”) violated the FLSA by reducing hourly employees’ rate of pay below the federal minimum wage by making a deduction for the cost of uniforms from employees’ paychecks (the “Uniform Deduction Policy”).

The Complaint seeks an Order conditionally certifying this action as a collective action, authorization to issue notice to all similarly situated current and former employees during the three (3) years preceding the filing of this action, the appointment of Plaintiff and Plaintiff’s counsel to represent the current and former employees who may opt in to this collective action, a declaration that CNR Foods violated the FLSA, an award of statutory damages, and reasonable attorneys’ fees and costs. Plaintiff has also filed an

Expedited Motion for Approval of 29 U.S.C. § 216(b) Notice and Consent Forms and to Order Disclosure of Current and Former Employees, which is currently pending before the Court.

In order to resolve their differences and to minimize further legal expenses, the parties and their counsel have consented to the entry of this Consent Decree without trial or adjudication of any issue of fact or law. The parties and their counsel agree that this Consent Decree is appropriate and represents a fair and reasonable compromise of a bona fide dispute; however, this Consent Decree does not constitute an admission of fact or law by any party. It is, therefore, ORDERED, ADJUDGED, and DECREED as follows:

1. This case, brought under the FLSA, is conditionally certified as a collective action pursuant to 29 U.S.C. § 216(b).

2. The opt-in class shall consist of all current and former non-exempt employees of CNR Foods' Popeye's Louisiana Kitchen restaurants located in Nashville, Tennessee who were subject to CNR Foods' Uniform Deduction Policy and whose wages fell below the federal minimum wage during the three (3) years prior to the filing of the Complaint or employees who were not paid one and one-half their regular rate of pay as a result of the uniform deductions.

3. The statute of limitations shall not be tolled.

4. Each potential class member who timely opts in to this action shall be entitled to receive a sum equal to the actual amount deducted from his or her paycheck for uniforms during the three (3) years prior to the filing of the Complaint as a full compromise and settlement of his or her FLSA claim.

5. Class counsel should be entitled to a reasonable attorneys fee and reimbursement of expenses associated with administering this settlement, including mailing expenses. In the event the parties cannot agree on a reasonable attorneys fee and reimbursement of expenses, Plaintiff may file a motion and ask the court to make that determination. Any motion for attorneys fees and reimbursement of expenses shall be due no later than one hundred fifty (150) days after notice and consent forms are mailed to potential opt in plaintiffs.

6. CNR Foods shall provide class counsel, within twenty (20) days of the entry of this Consent Decree, with a list of names, last known addresses, and last known telephone numbers for all potential opt-in class members. CNR Foods shall use its best efforts to provide class counsel with this information; however, the parties acknowledge that CNR Foods does not retain telephone numbers for former employees in the ordinary course of business.

7. The notice of collective action, attached hereto as Exhibit A, and the opt-in consent form, attached hereto as Exhibit B, are fair and accurate. Accordingly, they are approved as the forms that will be sent to all potential opt-in class members. Class counsel shall mail via first-class mail the notice and consent forms to potential opt-in class members. Potential class members must opt in to this action within sixty (60) days of the mailing by class counsel. Potential opt-in class members' consent forms shall be deemed "filed" on the date they are postmarked. Defendant must mail the checks referenced in paragraph 4 to the opt in plaintiffs no later than one hundred twenty (120) days of the mailing of class counsel.

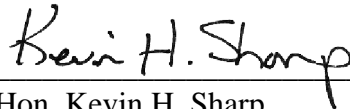
8. The parties shall pay their own costs.

9. The parties have represented to the Court that this action, and all of Plaintiff's claims and causes of action against CNR Foods, should be dismissed with prejudice. Accordingly, this action, and all of Plaintiff's claims and causes of action against CNR Foods, are hereby dismissed with prejudice.

10. The parties have agreed that, notwithstanding the dismissal of this action with prejudice, the Court shall retain jurisdiction to the extent necessary to enforce or construe the terms of this Consent Decree and the parties' ongoing compliance therewith. If either of the parties believes that there has been a violation of this Consent Decree, or if there is a dispute regarding the terms of this Consent Decree, then counsel for the parties shall notify each other in writing and attempt to resolve the issue in good faith before seeking relief from the Court.

JUDGMENT IS HEREBY ORDERED in accordance with the foregoing Consent Decree.

IT IS SO ORDERED this 4th day of February 2014.



Hon. Kevin H. Sharp
United States District Judge

Conformed copies to:
Michael L. Russell, Esq.
Clinton H. Scott, Esq.
Lisa A. Krupicka, Esq.
Mary C. Hamm, Esq.