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

TONY DOYLE and BILLY JEFFERSON, as
PAGA Settlement Members pursuant to the
Private Attorneys General Act ("PAGA"), on
behalf of the State of California and other
PAGA Settlement Members,

Plaintiffs,

v.

CBOCS WEST, INC., a Nevada corporation;
CRACKER BARREL OLD COUNTRY
STORE, INC., a Tennessee corporation; and
DOES 1 through 10, inclusive,

Defendants.

CAMREEN TAYLOR, individually, and on
behalf of other PAGA Settlement Members
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

CRACKER BARREL OLD COUNTRY
STORE, INC., an unknown business entity;
CBOCS WEST, INC., an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Doyle Action
Case No. CIVDS2013220
Filed On: May 29, 2019

Taylor Action
Case No. CIVDS2009214
Filed On: June 1, 2020

**DECLARATION OF EDWIN
AIWAZIAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, SERVICE AWARDS, AND
SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval
of Private Attorneys General Act (Cal.
Labor Code § 2698, *Et Seq.*) Settlement
Agreement and Award of Attorneys' Fees
and Costs, Service Awards, and Settlement
Administration Costs; Declaration of Raul
Perez; Declarations of Plaintiffs (Camreen
Taylor, Tony Doyle and Billy Jefferson);
and [Proposed] Order and Judgment filed
concurrently herewith]

Date: June 11, 2021
Time: 10:00 a.m.
Department: S26

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Attorneys for Plaintiffs Tony Doyle and Billy Jefferson in the *Doyle* Action

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney duly licensed to practice law before all courts of the State of California and all United States District Courts in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Camreen Taylor. The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately August 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on massive class actions and other
2 complex cases involving toxic torts and products liability. In addition, I gained substantial
3 experience on cases involving insurance bad faith, premises liability, and medical negligence.
4 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
5 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
6 trial.

7 6. Since its inception in or around October of 2008, our firm has almost exclusively
8 focused on the prosecution of consumer and employment representative and class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices or consumer
10 fraud. Currently, we are the attorneys of record in over a dozen employment-related putative
11 class actions and representative actions in both state and federal courts in the State of California.
12 Our firm has successfully litigated cases involving the executive, administrative, and other
13 overtime exemptions to the State of California and federal overtime compensation requirements.
14 During this relatively short time, in association with other law firms, we have recovered millions
15 of dollars on behalf of thousands of individuals in California.

16 **EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS**

17 7. What follows are just a few examples of the type of results we have achieved on
18 behalf of our clients:

19 a) Our firm, in association with other co-counsel, represented the plaintiffs in a
20 wage-and-hour class and representative action against a major property management company
21 involving allegations of misclassification of various “manager” positions. On September 20,
22 2010, the court granted final approval of the class and PAGA representative action settlement.
23 The Los Angeles County Superior Court Case Number is BC400414.

24 b) Our firm, in association with other co-counsel, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer involving allegations of misclassification
26 of the “Assistant Store Manager” position. On October 28, 2010, the court granted final
27 approval of the class action settlement. The Los Angeles County Superior Court Case Number is
28 BC413498.

1 c) Our firm, in association with other co-counsel, represented the plaintiffs in a
2 wage-and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and PAGA representative action settlement. The Los
5 Angeles County Superior Court Case Number is BC430918.

6 d) Our firm, in association with other co-counsel, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer involving allegations of misclassification
8 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with other co-counsel, represented the plaintiffs in a
12 wage-and-hour class and representative action against a bank, involving allegations of
13 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
14 granted final approval of the class and PAGA representative action settlement. The Kern County
15 Superior Court Case Number is S-1500-CV-273194-LHB.

16 f) Our firm, in association with other co-counsel, represented the plaintiffs in a
17 wage-and-hour class and representative action against a national wholesale distributor of
18 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
19 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
20 representative action settlement. The Sacramento County Superior Court Case Number is 34-
21 2012-00136285.

22 g) Our firm, in association with other co-counsel, represented the plaintiffs in a
23 wage-and-hour class action involving allegations of misclassification of the “Operations
24 Manager” position. On September 16, 2014, the court granted plaintiffs’ motion for class
25 certification. The Los Angeles County Superior Court Case Number is BC478769.

26 h) Our firm, in association with other co-counsel, represented the plaintiffs in a
27 wage-and-hour class and representative action against a national retailer of household items, on
28 behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final

1 approval of the class and PAGA representative action settlement. The San Francisco County
2 Superior Court Case Number is CGC-13-532344.

3 i) Our firm, in association with other co-counsel, represented the plaintiffs in a
4 wage-and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with other co-counsel, represented the plaintiffs in a
8 wage-and-hour class and representative action against a national retailer of upscale hardware and
9 home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted
10 final approval of the class and PAGA representative action settlement. The Los Angeles County
11 Superior Court Case Number is JCCP4794.

12 k) Our firm, in association with other co-counsel, represented the plaintiffs in a
13 wage-and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and PAGA representative action settlement. The Los Angeles County
16 Superior Court Case Number is BC488069.

17 l) Our firm, in association with other co-counsel, represented the plaintiffs in a
18 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of
24 non-exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

26 n) Our firm, in association with other co-counsel, represented the plaintiffs in a
27 wage-and-hour class action against a full-service bank, on behalf of non-exempt employees. On
28

1 November 18, 2016, the court granted final approval of the class action settlement. The San
2 Francisco County Superior Court Case Number is CJC-13-004839.

3 o) Our firm represented the plaintiffs in a wage-and-hour class and representative
4 action against a foodservice distributor, on behalf of non-exempt employees. On January 26,
5 2017, the court granted final approval of the class and PAGA representative action settlement.
6 The San Bernardino County Superior Court Case Number is CIVDS1507260.

7 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
8 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
9 the employer's motion to compel arbitration, which resulted in a published opinion by the
10 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
11 *Supply*, 9 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S.
12 Supreme Court Docket No. 17-254).

13 q) Our firm, in association with other co-counsel, represented the plaintiffs in a
14 wage-and-hour class and representative action against a consumer packaging company, on behalf
15 of non-exempt employees. On March 10, 2017, the court granted final approval of the class and
16 PAGA representative action settlement. The Los Angeles County Superior Court Case Number
17 is BC590429.

18 r) Our firm, in association with other co-counsel, represented the plaintiffs in a
19 wage-and-hour class action and representative action against a manufacturer of food service
20 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
21 approval of the class and PAGA representative action settlement. The Orange County Superior
22 Court Case Number is 30-2015-00810013-CU-OE-CXC.

23 s) Our firm represented the plaintiff in a wage-and-hour class and representative
24 action against a property management company, on behalf of non-exempt employees. On June
25 14, 2017, the court granted final approval of the class and PAGA representative action
26 settlement. The Los Angeles County Superior Court Case Number is BC586234.

27 t) Our firm represented the plaintiffs in a wage-and-hour class action and
28 representative action against a food company on behalf of non-exempt employees. On June 30,

2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

u) Our firm represented the plaintiffs in a wage-and-hour class action and representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

v) Our firm represented the plaintiffs in a wage-and-hour class action and representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

w) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class action and representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order granting final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP 4819.

x) Our firm, in association with other co-counsel, represented the plaintiffs in a wage-and-hour class action and representative action against a global provider of flexible office space solutions. On February 15, 2018, the court entered an order granting final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

y) Our firm, in association with other co-counsel, represented the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

z) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a behavioral health service provider on behalf of non-exempt employees. On

November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

aa) Our firm, in association with other co-counsel, represented the plaintiff in a representative action under the Private Attorneys General Act, against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

bb) Our firm represented the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is JCCP 4886.

cc) Our firm, in association with other counsel, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law and finding, in part, that employer arbitration agreements are unenforceable where they block a PAGA claim from proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019).

dd) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is JCCP 4921.

ee) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

1 ff) Our firm represented the plaintiff in a wage-and-hour class and representative
2 action against a medical equipment supplier on behalf of non-exempt employees. On February
3 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The
4 San Bernardino County Superior Court Case Number is CIVDS1505744.

5 gg) Our firm, in association with other counsel, represented the plaintiff in a wage-
6 and-hour class and PAGA representative action against a large national drug testing laboratory
7 on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's
8 motion for class certification and certified a class. The San Diego County Superior Court Case
9 Number is 37-2018-00019611-CU-OE-CTL.

10 hh) Our firm represented the plaintiffs in a wage-and-hour class and representative
11 action against a national retailer of sportswear, footwear, and camping equipment on behalf of
12 non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for
13 class certification and certified a class. The Riverside County Superior Court Case Number is
14 RICJCCP4930

15 APPROVAL OF THE PAGA SETTLEMENT

16 8. Marked and attached hereto as "**EXHIBIT 1**" is the PAGA Representative Action
17 Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"),
18 entered into between Plaintiffs Camreen Taylor, Tony Doyle and Billy Jefferson ("Plaintiffs"),
19 for themselves and on behalf of the State of California and other PAGA Settlement Members
20 pursuant to the PAGA, and Defendant CBOCS WEST, INC. ("Defendant"). The parties have
21 also drafted and agreed to the form and content of a [Proposed] Notice of Settlement of PAGA
22 Representative Action ("Cover Letter") for mailing to PAGA Settlement Members when
23 settlement payments are distributed to them, in substantially the form attached as "Exhibit 1" to
24 the [Proposed] Order and Judgment of Private Attorneys General Act (Cal. Labor Code § 2698,
25 *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Awards, and
26 Settlement Administration Costs. Lawyers for Justice, PC and Capstone Law APC ("Plaintiffs'
27 Counsel") respectfully requests that the Court approve the proposed Cover Letter.
28

1 9. The aggrieved employees covered by the Settlement consist of the following
2 individuals: All persons employed by Defendant as non-exempt employees in California at any
3 time during the period between January 29, 2019 through April 23, 2021 (“PAGA Settlement
4 Members”). Based on information provided by Defendant, as of November 11, 2020 there are
5 approximately one thousand six hundred sixty-nine (1669) PAGA Settlement Members.

6 10. It should also be noted that Plaintiffs have satisfied the prerequisites under
7 California Labor Code section 2699.3(a), including, and not limited to, providing the California
8 Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of
9 the specific provisions of the California Labor Code that are alleged to have been violated,
10 including the facts and theories to support the alleged violations, by way of written
11 correspondence sent by U.S. Certified Mail on January 29, 2020 by Plaintiff Taylor and on
12 March 9, 2020 by Plaintiffs Doyle and Jefferson. The LWDA did not respond to the letters that
13 were sent on behalf of Plaintiffs.

14 11. The effectiveness of Plaintiffs’ Counsel, in prosecuting these cases has translated
15 into the recovery of a substantial sum of monetary benefits for Plaintiffs, PAGA Settlement
16 Members, and the State of California in the following respects: (1) their recoveries over a
17 reasonably short period of time as opposed to waiting additional years for the same, or possibly,
18 a worse, result; (2) a guaranteed result that compares favorably with other similar PAGA
19 representative action settlements of this type; and (3) significant savings in fees and costs which
20 would have only increased significantly had the case progressed through trial and/or appeals.

21 12. After engaging in informal discovery, the parties participated in settlement
22 negotiations to try to resolve the lawsuits. These efforts included participating in a full-day
23 mediation conducted by Hon. Steven M. Vartabedian (Ret.), a well-respected mediator
24 experienced in mediating complex labor and employment matters, on November 20, 2020.
25 During mediation, the parties discussed all aspects of the cases, including the risks and delays of
26 further litigation, the risks to the parties of proceeding with trial, the law relating to
27 representative PAGA actions, wage-and-hour enforcement, the evidence produced and analyzed,
28 and the possibility of bifurcation of discovery and/or trial and appeals, among other things.

1 During all settlement discussions, the parties conducted their negotiations at arm's length in an
2 adversarial position.

3 13. Both sides used the pre-mediation time period to investigate the veracity, strength,
4 and scope of the PAGA claims. Plaintiffs' Counsel conducted informal discovery and exchange
5 of thousands of pages of data and documents with Defendant's counsel. The documents and data
6 that were reviewed and analyzed by Plaintiffs' Counsel included, and was not limited to, the
7 employment records of Plaintiffs and other PAGA Settlement Members, sampling of time and
8 pay data, job descriptions, Defendant's California employee handbook, agreements (including,
9 and not limited to Voluntary Meal Break Waiver and Alternative Dispute Resolution
10 Agreement), checklists, internal memoranda, employee Rules of Conduct, acknowledgments
11 (including, and not limited to Employee-Meal Period/Rest Break Expectations and
12 Acknowledgment-Max Messaging Meal Period and Rest Break Policy), and Defendant's
13 operations and employment policies, and procedures. Counsel for the parties undertook
14 significant investigation, and also invested time reviewing and analyzing relevant documents and
15 data to evaluate Plaintiffs' claims, including, and not limited to, calculating the potential
16 monetary recovery under PAGA. Other work performed by Plaintiffs' Counsel included, but
17 was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings,
18 discovery, mediation, and settlement, among other issues; participating in case strategy and
19 analysis; drafting, reviewing, and revising the mediation brief; and preparing for and attending
20 court proceedings, the mediation, and settlement negotiations.

21 14. Counsel for the parties have further invested time to research the applicable law,
22 which is constantly evolving as it relates to representative PAGA actions, wage-and-hour
23 enforcement, Plaintiffs' claims, and Defendant's defenses, as well as facts discovered.

24 15. The "Gross Settlement Amount" means the amount of \$650,000 that Defendant
25 will pay under the Settlement. The Settlement Agreement provides that the "Net Settlement
26 Amount" will be the Gross Settlement Amount, less the following amounts: (1) Attorneys' Fees
27 and Costs to Plaintiffs' Counsel in the amount of up to \$227,500 for attorneys' fees and of up to
28 \$15,000 for reimbursement of litigation costs and expenses; (2) Settlement Administration Costs

of up to \$12,000 to the PAGA Settlement Administrator; and (3) Service Awards of up to \$10,000 each to Plaintiffs Taylor, Doyle, and Jefferson (for a combined total of \$30,000). Assuming that Attorneys' Fees and Costs, Settlement Administration Costs, and Service Awards are approved by the Court in these amounts, the Net Settlement Amount is estimated to be approximately \$365,500.00. However, Plaintiffs' Counsel only seeks \$14066.02 for reimbursement of litigation costs and expenses, so the Net Settlement Amount is currently estimated to be \$366,433.98. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees, pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (i.e., LWDA Payment), which is estimated to be \$274,825.48 and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$91,608.50, will be distributed to the Aggrieved Employees on a *pro rata* basis, based on each Aggrieved Employee's number of Compensable Pay Periods.

16. The parties have agreed to retain Simpluris, Inc. ("Simpluris" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the parties respectfully request that this Court appoint Simpluris to serve as the Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$12,000 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

17. Based on investigation and information discovered, Plaintiffs' Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiffs' Counsel believes that the PAGA claims have merit and that Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs' Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiffs

1 faced the risk that the Court may determine that the PAGA claims require individualized
2 inquiries that would render adjudication of the PAGA claims unmanageable or at odds with
3 Defendant's right to due process.

4 18. Plaintiffs and their counsel have also considered the uncertainty and risk of the
5 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
6 order to prevail on the PAGA claims, Plaintiff would have to prove the underlying violations of
7 the California Labor Code and demonstrate that PAGA Settlement Members suffered. Plaintiffs'
8 core allegation is that Defendant has violated the California Labor Code by failing to pay
9 overtime wages, failing to provide compliant meal and rest periods and associated premiums,
10 failing to timely pay wages during employment and upon termination of employment, failing to
11 provide complete and accurate itemized wage statements, failing to keep and maintain complete
12 and accurate payroll records, and failing to reimburse business expenses and costs.

13 19. From the inception of this litigation, Defendant indicated that it would
14 aggressively litigate these cases and contended that it would ultimately succeed in the actions.
15 Defendant maintained several defenses to Plaintiffs' allegations, which, if successfully argued
16 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
17 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
18 policy and systematic scheme of wage abuse against its employees, and that it had, and continues
19 to have, legally-compliant employment policies and practices throughout the time period at issue.
20 Defendant denies that it ever violated any provision of the California Labor Code. Defendant
21 further denied, and continues to deny, that the lawsuit is appropriate for representative treatment
22 for any purpose other than the Settlement.

23 20. Importantly, Defendant also contended that the claims of other PAGA Settlement
24 Members whom Plaintiffs seek to represent are subject to enforceable agreements to arbitrate
25 disputes arising from their employment. Defendant contended that the arbitration agreements
26 could effectively be used to require PAGA Settlement Members to arbitrate their individual
27 claims on which the PAGA claims are predicated, and that the California Supreme Court's
28 decision in *Iskanian v. CLS Transportation* and the U.S. Supreme court's decision in *Epic*

1 *Systems Corp. v. Lewis* could be read to thwart the ability to obtain victim-specific relief on
2 behalf of a group of employees by way of Court action. Although the parties disagreed on
3 whether or not the arbitration agreements are enforceable and their impact, what was clear was
4 the uncertain state of the law and inconsistent applications of existing law by state and federal
5 courts throughout the California.

6 21. Even if Defendant failed on its defenses, Plaintiffs would inevitably face other
7 challenges in court. For example, Defendant challenged Plaintiffs' standing as an aggrieved
8 employee and denies that any of Defendant's other employees whom Plaintiff seeks to represent
9 are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought
10 bifurcation of discovery and/or trial of the PAGA claims — multiple courts have taken such an
11 approach, for example, limiting discovery or trial of the issues to Plaintiffs and/or the specific
12 locations where Plaintiffs worked. Defendant also contended that an important feature of the
13 PAGA statute is that a court has discretion to reduce the penalties to be assessed against the
14 employer pursuant to California Labor Code section 2699(e)(1)-(2). Defendant denied and
15 continues to deny that it ever violated any provision of the California Labor Code. Assuming,
16 *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as
17 subsequent violations giving rise to heightened penalties. Defendant also argued that the Court
18 was unlikely to assess cumulative penalties for the maximum number of possible, separate
19 California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or
20 confiscatory—especially where certain conduct may be regulated by multiple provisions of the
21 California Labor Code that are interrelated and work in tandem.

22 22. The parties had the opportunity to review documents and data regarding
23 Plaintiffs' and PAGA Settlement Members' employment with Defendant, including, and not
24 limited to, Plaintiffs' employment records, job descriptions, and wage statements, as well as
25 information regarding Defendant's operations and employment policies, practices, and
26 procedures, in an effort to determine the potential value and strength of the PAGA claims.
27 Counsel for the parties invested time reviewing and analyzing the relevant documents and data,
28 and this information made it possible to calculate the potential value of the PAGA claims.

Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the claims asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Hon. Steven M. Vartabedian (Ret.), who is highly experienced in mediating complex labor and employment matters. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded as litigation continued, at trial and/or appeals.

23. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seeks attorneys' fees in the amount of \$227,500, which represents thirty-five percent (35%) of the Gross Settlement Amount, as provided by the Settlement Agreement. This percentage award is commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the actions; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the cases; (3) the skill and determination that Plaintiffs' Counsel have shown; (4) the results that Plaintiffs' Counsel have achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel have achieved for the Plaintiff, the State of California, and Aggrieved Employees; and (6) the other cases that Plaintiffs' Counsel have turned down in order to devote its time and efforts to this matter.

24. Collectively, Plaintiffs' Counsel have spent **399.75 hours**, with 224.05 hours spent by Lawyers for Justice, PC and 175.70 hours spent by Capstone Law APC, to obtain a recovery on behalf of Plaintiffs, the State of California, and PAGA Settlement Members. Attached hereto as "**EXHIBIT 2**" is an Attorney Task and Time Chart that sets forth in detail the breakdown of time for the requisite tasks performed by Lawyers for Justice, PC. These hours include work done by myself and several of the firm's other members.

Although a percentage of the fund based on the contingent fee agreed to by Plaintiffs is proper for such a settlement, it should be noted that the requested attorneys' fees award is also

1 justified under a simple lodestar analysis. In this instance, based on the hours worked on this
2 matter, and utilizing a reasonable blended hourly rate of \$625 per hour for the 224.05 hours
3 expended by Lawyers for Justice, PC and a blended rate of \$510 per hour for the 175.70 hours
4 expended by Capstone Law APC, the total base lodestar of fees for work performed by
5 Plaintiffs' Counsel is \$229,569.75.

6 25. The work performed in this particular case, the background of our firm, as well as
7 the individual backgrounds, training, and experience of the attorneys who worked on this matter,
8 in litigating complex wage-and-hour class and PAGA representative actions, support a
9 reasonable hourly rate of compensation at the rate of at least \$625 for work performed by
10 Plaintiffs' Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the
11 firm at the rate of at least \$625 per hour for legal services performed, by courts granting final
12 approval in other cases: final approval of the class and PAGA representative action settlement in
13 *Seth Swan v. Pace Supply* (Sonoma County Superior Court Case No. SCV258764) was granted
14 on February 6, 2019, and the award of attorneys' fees involved a higher hourly rate of \$855.96;
15 final approval of the class and PAGA representative action settlement in *Stanley Bland, et al. v.*
16 *Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on
17 November 21, 2018, and the award of attorneys' fees involved a higher hourly rate of \$831.38;
18 approval of the Private Attorneys General Act settlement in *Roberta Robles v. Altamed Health*
19 *Services Corporation* (Los Angeles County Superior Court Case No. BC639623) was granted on
20 October 31, 2018, and the award of attorneys' fees involved a higher hourly rate of \$602.22;
21 final approval of the class and PAGA representative action settlement in *Maryjo Ungerbuhler*
22 *Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was
23 granted on May 15, 2018, and the award of attorney's fees involved a higher hourly rate of
24 \$780.77; and final approval of the class and PAGA representative action settlement in *Demetrius*
25 *Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-
26 00175871) was granted on June 30, 2017, and the award of attorneys' fees involved a higher
27 hourly rate of \$845.64; and final approval of the class and representative action settlement in
28 *Kevin Coonce v. Ferguson Enterprises, Inc.* (Sacramento County Superior Court Case No. 34-

2021-00136285) was granted on May 22, 2014, and the award of attorneys' fees involved a higher hourly rate of \$625.

26. The Settlement Agreement provides for reimbursement of litigation costs and expenses in an amount up to \$15,000. Collectively, Plaintiffs' Counsel only seeks the amount of \$14,066.02 for the expenses and costs which were incurred. Lawyers for Justice, PC has incurred \$9,637.34 in litigation costs and expenses as reflected in the Case Cost Detail attached hereto as **"EXHIBIT 3."** It should be noted that Plaintiffs' Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained. Plaintiffs' Counsel litigated these cases for almost a year, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.

27. Plaintiffs' Counsel respectfully requests that the Court approve Service Awards to Plaintiffs Taylor, Doyle, and Jefferson in the amount of \$10,000 each, for a combined total of \$30,000, to be paid out of the Gross Settlement Amount. The proposed Service Awards are fair and appropriate. By initiating and pursuing these actions, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial amount of time and effort gathering and producing relevant documents and information, providing the facts and evidence necessary to attempt to prove the allegations, speaking with other PAGA Settlement Members about the cases, and discussing their employment with their counsel. Plaintiffs were available whenever their counsel needed them and actively tried to obtain information that would benefit the prosecution of the actions. Accordingly, it is appropriate and just for Plaintiffs to receive Service Awards, in addition to the Individual Settlement Payments they will receive as PAGA Settlement Members, for their services on behalf of the State of California and the other PAGA Settlement Members.

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EXHIBIT 1

Counsel listed on following page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CAMREEN TAYLOR, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

CRACKER BARREL OLD COUNTRY STORE,
INC., an unknown business entity; CBOCS
WEST, INC., an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No. CIV DS 2009214

Honorable David Cohn
Department S26

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: June 1, 2020

TONY DOYLE and BILLY JEFFERSON, as
aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"), on behalf of the
State of California and other aggrieved employees,

Plaintiffs,

v.

CBOCS WEST, INC., a Nevada corporation;
CRACKER BARREL OLD COUNTRY STORE,
INC., a Tennessee corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No. CIV DS 2013220

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: May 29, 2020

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Attorneys for Defendant
CBOCS WEST, INC.

1 This Settlement and Release is made and entered into between: (1) Plaintiffs Camreen Taylor,
2 Tony Doyle and Billy Jefferson (collectively referred to as “Plaintiffs”), individually and on behalf of all
3 PAGA Settlement Members (as defined herein) and (2) Defendant CBOCS WEST, INC. (“Defendant”)
4 (Plaintiffs and Defendant are collectively referred to as “Parties”), subject to approval from the Court, as
5 provided below.

6 This PAGA Representative Action Settlement Agreement and Release is intended by the Parties
7 to fully, finally, and forever resolve, discharge, and settle the Released PAGA Claims, upon and subject
8 to the terms and conditions hereof, as follows:

9 **1. DEFINITIONS**

10 **1.1 “Actions”** refers to the civil actions entitled *Camreen Taylor v. Cracker Barrel*
11 *Old Country Store, Inc., et al.*, San Bernardino County Superior Court Case No. CIV DS 2009214, and
12 *Tony Doyle and Billy Jefferson v. CBOCS West, Inc.*, San Bernardino County Superior Court Case No.
13 CIV DS 2013220. The Actions are representative actions under the Private Attorneys General Act of
14 2004 (“PAGA”).

15 **1.2 “Agreement”** refers to this PAGA Representative Action Settlement Agreement
16 and Release.

17 **1.3 “Approval Order”** refers to the order issued and entered by the Court following
18 a Motion for approval of this Settlement.

19 **1.4 “Complaints”** refer to the operative complaints filed in the Actions.

20 **1.5 “Defendant”** refers to CBOCS WEST, INC.

21 **1.6 “Defendant’s Counsel”** refers to Seyfarth Shaw LLP. For purposes of providing
22 any notices required under this Settlement, Defendant’s Counsel shall refer to: Michael J. Burns,
23 Andrew M. McNaught, and Timothy M. Hoppe, Seyfarth Shaw, 560 Mission Street, 31st Floor, San
24 Francisco, CA 94105.

25 **1.7 “Effective Date”** refers to the date upon which both of the following have
26 occurred: (i) approval of the PAGA Settlement is granted by the California Superior Court, County of
27 San Bernardino, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment
28 approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of

1 the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal,
2 or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or
3 California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition
4 for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal
5 is filed, the expiration date of the time for filing or noticing any appeal of the Judgment; i.e., 60 days
6 from entry of the Judgment.

7 **1.8 "Eligible Pay Periods"** refers to a pay period in which a PAGA Settlement
8 Member was employed by Defendant as a non-exempt employee in California at any time during the
9 PAGA Period and received any regular pay for performing work. Any pay period in which the PAGA
10 Settlement Member did not receive any regular pay will not be an Eligible Pay Period, even if the
11 PAGA Settlement Member received other pay (such as PTO, for example). Eligible Pay Periods will
12 only include pay periods during which each PAGA Settlement Member worked (e.g., excluding leaves
13 of absence, any other absences, vacation, and any pay periods during which the PAGA Settlement
14 Member did not perform any work).

15 **1.9 "Gross Settlement Amount"** refers to the maximum settlement payment
16 Defendant may be obligated to make in connection with the Settlement, which in this case is no more
17 than \$650,000. This sum shall include all Individual Settlement Payments made to PAGA Settlement
18 Members, Settlement Administration Costs, the Service Awards, the LWDA Payment, and Attorneys'
19 Fees and Costs, as set forth below. No portion of the Gross Settlement Amount shall revert to
20 Defendant.

21 **1.10 "Individual Settlement Payment"** refers to the amount calculated by the
22 Settlement Administrator to be distributed to each individual PAGA Settlement Member.

23 **1.11 "Judgment"** refers to the final judgment by the Court after approval of the
24 Settlement.

25 **1.12 "LWDA"** refers to the California Labor & Workforce Development Agency.

26 **1.13 "LWDA Payment"** refers to seventy-five percent (75%) of the Net Settlement
27 Amount that constitutes the LWDA's share of the settlement of civil penalties paid under this Settlement
28 pursuant to the PAGA.

1 **1.14 “Service Awards”** refers to any payment that the Court awards to the Plaintiffs
2 for efforts in prosecuting the Actions on behalf of the PAGA Settlement Members.

3 **1.15 “Net Settlement Amount”** refers to the Gross Settlement Amount minus the
4 Settlement Administration Costs, Attorneys’ Fees and Costs, and Service Awards. The Net Settlement
5 Amount shall include all Individual Settlement Payments due to PAGA Settlement Members and the
6 LWDA Payment. The Net Settlement Amount is the maximum amount that shall be available for
7 distribution to the LWDA and PAGA Settlement Members.

8 **1.16 “PAGA”** refers to the Private Attorneys General Act of 2004.

9 **1.17 “PAGA Distribution Fund”** refers to twenty-five percent (25%) of the Net
10 Settlement Amount that will be distributed to PAGA Settlement Members.

11 **1.18 “PAGA Period”** refers to the time period January 29, 2019 through the date the
12 Court issues the Approval Order or April 23, 2021, whichever is sooner.

13 **1.19 “PAGA Settlement Members”** refers to all persons employed by Defendant as
14 non-exempt employees in California at any time during the PAGA Period.

15 **1.20 “PAGA Settlement Member”** refers to individual PAGA Settlement Members.

16 **1.21 “Parties”** refer to Plaintiffs and Defendant.

17 **1.22 “Plaintiffs”** refers to Camreen Taylor, Tony Doyle, and Billy Jefferson.

18 **1.23 “Plaintiffs’ Counsel”** refers to CAPSTONE LAW APC and LAWYERS *for*
19 JUSTICE, PC. For purposes of providing any notices required under this Settlement, Plaintiffs’ Counsel
20 shall refer to CAPSTONE LAW APC, Mark A. Ozzello, Brandon Brouillette, and Joseph Hakakian,
21 1875 Century Park East, Suite 1000, Los Angeles, California 90067, and LAWYERS *for* JUSTICE, PC,
22 Edwin Aiwarzian, 410 West Arden Avenue, Suite 203, Glendale, California 91203.

23 **1.24 “Released PAGA Claims”** refers to those claims defined in Paragraph 5.1 of this
24 Settlement. The Released PAGA Claims shall apply to all PAGA Settlement Members.

25 **1.25 “Released Parties”** refers to Defendant and its past, present, and future
26 subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers,
27 officials, directors, attorneys, personal representatives, executors, and shareholders, including their
28 respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the

1 successors of such plans, and those plans' respective current or former trustees and administrators,
2 agents, employees, and fiduciaries.

3 **1.26 "Settlement"** refers to the terms of this Agreement.

4 **1.27 "Settlement Administrator"** refers to the third party administrator, who has been
5 mutually selected by the Parties, subject to Court approval, to perform the settlement administration and
6 distribution of payment functions further described in this Settlement. The Settlement Administrator
7 shall establish its own employer identification number and file an Internal Revenue Service Form W-9.
8 The Settlement Administrator shall meet all of the requirements to establish a Qualified Settlement Fund
9 ("QSF") pursuant to U.S. Treasury Regulation Section 468B-1.

10 **2. PROCEDURAL HISTORY AND RECITALS**

11 **2.1 The Actions.** On January 29, 2020, Plaintiff Camreen Taylor submitted a letter to
12 the LWDA alleging that Defendant had engaged in various violations of the California Labor Code. On
13 March 9, 2020, Plaintiffs Tony Doyle and Billy Jefferson submitted a letter to the LWDA alleging that
14 Defendant had engaged in nearly identical violations of the California Labor Code. On May 29, 2020
15 Plaintiffs Tony Doyle and Billy Jefferson filed a Complaint in San Bernardino County Superior Court,
16 Case No. CIV DS 2013220, asserting a claim for civil penalties under PAGA as to Defendant. On June
17 1, 2020, Plaintiff Camreen Taylor filed the Complaint for Enforcement Under the Private Attorney
18 General Act, California Labor Code § 2698 Et Seq. in San Bernardino County Superior Court, Case No.
19 CIVDS2009214, asserting a claim for civil penalties under PAGA against Defendant.

20 **2.2 Plaintiffs' Counsel's Investigation.** Plaintiffs' Counsel investigated the claims
21 against Defendant in the Actions and also analyzed all applicable defenses raised by Defendant.

22 **2.3 Defendant's Denials.** Defendant denies and continues to deny: (a) all of the
23 allegations made in the Actions; (b) that it violated any applicable laws; and (c) that it is liable or owes
24 damages, penalties, or other compensation or remedies to anyone with respect to the alleged facts or
25 claims asserted in the Actions. Defendant emphasizes that the Court has not made any findings of
26 liability as to Defendant. Nonetheless, without admitting or conceding any liability or wrongdoing
27 whatsoever and without admitting or conceding that representative treatment is appropriate for any
28 purpose other than settlement purposes alone, Defendant has agreed to settle the Actions to avoid the

1 burden, expense, and uncertainty of continuing the Actions. Any stipulations or statements by
2 Defendant contained in this Settlement are made for settlement purposes only.

3 **2.4 Plaintiffs' Counsel's Evaluation.** Based on Plaintiffs' Counsel's investigation
4 and evaluation, Plaintiffs' Counsel is of the opinion that the terms set forth in this Settlement are fair,
5 reasonable, adequate, and in the best interest of the PAGA Settlement Members. Plaintiffs' Counsel
6 diligently and effectively investigated Plaintiffs' claims, drafted the Complaints, interviewed witnesses,
7 reviewed and analyzed documents produced, and attended mediation. Plaintiffs' Counsel are of the
8 belief that the risk of further litigation resulting in no recovery of any relief for Plaintiffs and PAGA
9 Settlement Members was a very significant factor in determining that this Settlement is fair, reasonable,
10 and adequate.

11 **2.5 The Parties' Intent.** It is the desire of the Parties to fully, finally, and forever
12 settle, compromise, and discharge any and all claims, rights, demands, charges, complaints, causes of
13 action, obligations or liability of any and every kind that were or could have been asserted in the
14 Actions.

15 **2.6 The Parties' Agreement to Cooperate.** The Parties agree to cooperate and to
16 take all steps necessary and appropriate to effectuate all aspects of this Settlement.

17 **3. SETTLEMENT ADMINISTRATOR**

18 **3.1 Settlement Administrator.** The Parties request that the Court appoint Simpluris,
19 Inc. as Settlement Administrator. All disputes relating to the Settlement Administrator's performance of
20 its duties, after good-faith efforts by the Parties to first resolve such disputes, will be referred to the
21 Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and
22 obligations contemplated by this Settlement have been fully completed.

23 **3.2 Data For Settlement Administrator.** Within 15 calendar days of the entry of the
24 Approval Order, Defendant shall provide to the Settlement Administrator the following information: (1)
25 name of each PAGA Settlement Member; (2) last known address of each PAGA Settlement Member;
26 (3) the number of Eligible Pay Periods for each PAGA Settlement Member and any other information
27 required to Settlement Administrator to independently verify Eligible Pay Periods; and (4) Social
28

1 Security Numbers for each PAGA Settlement Member (collectively referred to as “PAGA Member
2 Data”).

3 **3.3 Confidentiality of PAGA Member Data.** The PAGA Member Data is being
4 provided confidentially, and the Settlement Administrator shall treat the PAGA Member Data as private
5 and confidential and take all necessary precautions to maintain the confidentiality of the PAGA
6 Member Data. This information is to be used only to carry out the Settlement Administrator’s duties as
7 specified in this Settlement. The Settlement Administrator shall return the data to Defendant or confirm
8 its destruction upon completion of the Settlement Administrator’s duties in administering the Settlement.
9 The PAGA Member Data shall not be shared with Plaintiffs’ Counsel.

10 **4. DISTRIBUTION OF SETTLEMENT PROCEEDS**

11 **4.1 Gross Settlement Amount.** Defendant agrees to pay a maximum of \$650,000
12 toward the Gross Settlement Amount.

13 **4.2 Attorneys’ Fees and Costs.** Plaintiffs’ Counsel intends to request—and
14 Defendant agrees not to oppose—that the Court approve an award for (a) attorneys’ fees in the amount
15 up to thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$227,500); and (b) costs supported
16 by adequate documentation by Plaintiffs’ Counsel not to exceed \$15,000 (collectively referred to as
17 “Attorneys’ Fees and Costs”). Except as provided in this Settlement, Defendant shall have no liability
18 for any other Attorneys’ Fees or Costs.

19 **4.2.1 Approval of Attorneys’ Fees and Costs Not Material.** The Court’s
20 approval of the Attorneys’ Fees and Costs is not a material term of the Settlement. If the Court does not
21 approve or approves only a lesser amount than that requested by Plaintiffs’ Counsel for Attorneys’ Fees
22 or Costs, the other terms of this Settlement shall still apply. The Court’s refusal to approve the
23 Attorneys’ Fees or Costs requested by Plaintiffs’ Counsel does not give Plaintiff or Plaintiffs’ Counsel
24 any basis to abrogate the Settlement. Any amount of the Attorneys’ Fees and Costs requested by
25 Plaintiffs’ Counsel but unapproved by the Court shall be allocated to the Net Settlement Amount.

26 **4.2.2 Timing of Payment of Attorneys’ Fees and Costs.** The Settlement
27 Administrator shall pay to Plaintiffs’ Counsel any approved Attorneys’ Fees and Costs no later than
28 thirty (30) calendar days after the Effective Date. Plaintiffs’ Counsel agrees that Plaintiffs’ Counsel is

1 responsible for allocating this payment among themselves. The Settlement Administrator shall issue an
2 Internal Revenue Service Form 1099 to Plaintiffs' Counsel for any Attorneys' Fees and Costs payment.
3 Plaintiffs' Counsel shall be solely and legally responsible for paying all applicable taxes on any
4 Attorneys' Fees and Costs payments and shall indemnify and hold harmless Defendant from any claim
5 or liability for taxes, penalties, or interest arising as a result of the payment. The Settlement
6 Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral
7 vehicles for Class Counsel.

8 **4.3 Service Awards to Plaintiffs.** Plaintiffs' Counsel intends to request—and
9 Defendant agrees not to oppose—that the Court award Service Awards to the Plaintiffs Camreen Taylor,
10 Tony Doyle, and Billy Jefferson in an amount of \$10,000.00 each to be drawn from the Gross
11 Settlement Amount (for a combined total of \$30,000). Any Service Award would be in addition to the
12 Plaintiffs' Individual Settlement Payment. To the extent that the Court approves less than the amount of
13 Service Award that Plaintiffs' Counsel requests, the difference will be included in the Net Settlement
14 Amount.

15 **4.3.1 Approval of Service Awards Not Material.** The Court's approval of the
16 Service Awards is not a material term of this Agreement. If the Court does not approve or approves
17 only a lesser amount than that requested for the Service Awards, then the other terms of this Agreement
18 shall still remain in effect.

19 **4.3.2 Timing of Service Awards.** The Settlement Administrator shall pay any
20 Service Awards within thirty (30) calendar days after the Effective Date, and shall issue an IRS Form
21 1099 to the Plaintiffs. The Plaintiffs shall be solely responsible for paying all applicable taxes on any
22 Service Award and shall indemnify and hold harmless Defendant from any claim or liability for taxes,
23 penalties, or interest arising as a result of the Service Award.

24 **4.4 Settlement Administration Costs.** Plaintiffs' Counsel intends to request—and
25 Defendant agrees not to oppose—that the Court approve the costs of settlement administration currently
26 estimated not to exceed \$12,000 ("Settlement Administration Costs"). The Settlement Administration
27 Costs approved by the Court will be paid from the Gross Settlement Amount. Any amount of
28 Settlement Administration Costs requested by Plaintiffs' Counsel but unapproved by the Court shall be

1 allocated to the Net Settlement Amount. Upon completion of administration of the Settlement set forth
2 in this Agreement, the Settlement Administrator shall provide written certification of such completion to
3 Plaintiffs' Counsel and Defendant's Counsel.

4 **4.4.1 Timing of Payment of Settlement Administration Costs.** The
5 Settlement Administrator shall pay itself any approved Settlement Administration Costs from the Gross
6 Settlement Amount within thirty five (35) calendar days after the Effective Date.

7 **4.5 LWDA Payment.** The Parties will seek approval from the Court for an LWDA
8 Payment consisting of seventy-five percent (75%) of the Net Settlement Amount as the LWDA's share
9 of the settlement of civil penalties paid under this Settlement pursuant to PAGA ("LWDA Payment").
10 The remaining twenty-five percent (25%) of the Net Settlement Amount will constitute the "PAGA
11 Distribution Fund" for distribution to PAGA Settlement Members.

12 Each PAGA Settlement Member will be eligible to receive a portion of the Net Settlement
13 Amount based on the following formula:

14 The individual PAGA Settlement Share payment to each PAGA Settlement Member will
15 be calculated by dividing the number of Eligible Pay Periods attributed to him or her by
16 the number of all Eligible Pay Periods attributed to all PAGA Settlement Members
multiplied by the PAGA Distribution Fund.

17 The PAGA Member Data shall be used for purposes of calculating individual settlement
18 payments. Defendant's records shall be determinative for purposes of calculating the number of weeks
19 worked and any payments to PAGA Settlement Members. The Settlement Administrator shall issue the
20 checks to each PAGA Settlement Member for their Individual Settlement Payment no later than thirty
21 (30) calendar days after the Effective Date with a letter explaining the payment, a true and correct copy
22 of which is attached hereto as "Exhibit A." Prior to mailing, the Settlement Administrator will update
23 the mailing addresses contained in the PAGA Member Data against the Nation Change of Address
24 Database.

25 Individual Settlement Payments will be characterized entirely as Form 1099 income.

26 **4.6 Undeliverable or Uncashed Checks.** Any Individual Settlement Payment
27 checks returned to the Settlement Administrator as undeliverable shall be sent within five (5) calendar
28 days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is

provided, the Settlement Administrator shall attempt to determine the correct address using a single computer skip-trace search, and it shall then perform a re-mailing within five (5) calendar days. Any Individual Settlement Payment checks that remain undeliverable or uncashed one hundred eighty (180) calendar days after the postmarked date of the initial mailing of the Individual Settlement Payments will be cancelled and the funds associated with such checks will be sent, to the California State Controllers Office, Unclaimed Property Fund in the names of such PAGA Settlement Members. The Settlement Administrator shall notify Plaintiffs' Counsel and Defendant's Counsel of any undeliverable checks.

4.7 Final Funding of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount into the Qualified Settlement Fund established by the Settlement Administrator within twenty (20) calendar days after the Effective Date.

4.8 Tax Payment Considerations. Plaintiffs' Counsel and Defendant are not giving any tax advice in connection with the Settlement or any payments to be made pursuant to the Settlement.

4.9 No Tax Advice or Liability. Each PAGA Settlement Member agrees to indemnify, and to hold harmless, Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her failure to timely pay taxes, interest, fees, or penalties owed.

4.10 No ERISA Impact. None of the payments made pursuant to the Settlement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiffs or PAGA Settlement Members shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or modify any previously credited hours of service or compensation taken into account under any benefit plan sponsored or contributed to by Defendant or any jointly-trusted benefit plan. For purposes of this Settlement, "benefit plan" means each and every "employee benefit plan," as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability,

vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

5. RELEASES

5.1 Release by PAGA Settlement Members. By operation of the entry of the Approval Order and Judgment, and except as to such rights or claims as may be created by this Settlement, each PAGA Settlement Member will release the Released Parties of all claims for PAGA civil penalties alleged in the Complaints or could have been alleged based on the facts alleged in the Complaints pertaining to Plaintiffs and the PAGA Settlement Members. This includes, but is not limited to, claims for PAGA civil penalties based on alleged violations of California Labor Code sections 201-204, 206.5, 210, 212, 213, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.5, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and the California Industrial Welfare Commission Wage Orders (the "Released Claims").

5.2 Additional Releases by Plaintiffs. In addition to the release of Released Claims given by each PAGA Settlement Member, Plaintiffs Camreen Taylor, Tony Doyle, and Billy Jefferson also generally release claims against the Released Parties. This general release includes claims arising from each Plaintiffs' relationship with Defendant. This general release by the Plaintiffs also includes a waiver of rights under California Civil Code Section 1542, which states:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

These general releases from the Plaintiffs are effective only upon the Court granting approval of the Settlement and apply only to claims that may be released as a matter of law.

5.3 Settlement is Contingent Upon Release of Claims. This Agreement is conditioned upon the releases by the PAGA Settlement Members and Plaintiffs as described herein, and upon covenants by the Plaintiffs that they will not participate in any actions, lawsuits, proceedings, complaints, or charges in any court or before any administrative body related to any claims they have released under this Settlement.

1 **5.4 No Admission of Liability.** By entering into this Settlement, Defendant in no
2 way admits any violation of law or any liability whatsoever to PAGA Settlement Members, individually
3 or collectively, and expressly denies all such liability. Neither this Agreement, nor any other Settlement
4 documents, shall be offered in any case or proceeding as evidence of any admission by Defendant of any
5 liability on any claim for damages, penalties, restitution, or any other relief. Likewise, by entering into
6 this Settlement, Defendant in no way admits to the suitability of this case for representative litigation,
7 other than for purposes of Settlement. Rather, Defendant enters into this Settlement to avoid further
8 protracted litigation and to resolve and to settle all disputes with the PAGA Settlement Members. The
9 Parties understand and agree that this Settlement shall be inadmissible for any purpose in any
10 proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Settlement.
11 The Parties agree that, to the extent permitted by law, this Settlement may be pleaded as a full and
12 complete defense to, and may be used as the basis for an injunction against any action, suit, or other
13 proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement.

14 **6. SETTLEMENT APPROVAL PROCEDURE**

15 **6.1 Settlement Approval.** The Parties shall submit to the Court an unopposed
16 Motion for Approval of PAGA Settlement. This motion shall seek an order to approve the proposed
17 Settlement. This motion shall include the basis for the Gross Settlement Amount and why the amount is
18 reasonable in light of the facts and controlling authorities pertaining to the claims alleged.

19 **6.2 Effect of Failure to Obtain Approval.** If this Settlement or a substantially
20 similar settlement mutually agreed to by the Parties is not approved, the Actions shall proceed as if no
21 settlement had been attempted. Notwithstanding the forgoing, the Parties agree to seek approval of the
22 Settlement and work together to provide supplemental briefing if requested by the Court. Defendant
23 retains the right to contest whether any aspect of the Actions should be maintained as a representative
24 action, or to contest the merits of the claims being asserted in the Actions.

25 **6.3 Entry of Judgment.** Upon issuance of the Approval Order, the Parties shall
26 request that the Court enter Judgment in the case.

27 **6.3.1 Effect of Failure to Obtain Judgment.** In the event the Court fails to
28 enter Judgment in accordance with this Settlement, or such final judgment is vacated or reversed, the

1 Actions shall proceed as if no settlement had been attempted, unless the Parties jointly agree to seek
2 reconsideration or appellate review of the ruling or Court approval of a renegotiated settlement.
3 Defendant retains the right to contest whether any aspect of the Actions should be maintained as a
4 representative action, or to contest the merits of the claims being asserted by Plaintiffs, or PAGA
5 Settlement Members in the Actions.

6 **7. MISCELLANEOUS**

7 **7.1 Interim Stay of Proceedings.** The Parties agree to refrain from further litigation,
8 except such proceedings necessary to implement and to obtain an Approval Order of the terms of the
9 Settlement. If the Settlement is not finally approved, the Parties agree that they will revert to their
10 positions in the Actions prior to the time the Settlement was reached, and no agreements set forth in this
11 Settlement or any documents generated or orders issued related to the Settlement will be admissible in
12 any future proceeding in these or any other action.

13 **7.2 Parties' Authority.** The signatories hereto represent that they are fully
14 authorized to enter into this Settlement and are fully authorized to bind the Parties to all terms stated
15 herein.

16 **7.3 Entire Agreement.** This Settlement, which includes the Definitions and
17 Recitals, constitutes the entire agreement between the Parties with regard to the subject matter contained
18 herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be
19 deemed merged into this Settlement.

20 **7.4 Materiality of Terms.** The Parties have arrived at this Settlement as a result of
21 arm's-length negotiations. Except as otherwise stated in this Settlement, all terms and conditions of this
22 Settlement in the exact form set forth in this Settlement are material to this Settlement and have been
23 relied upon by the Parties in entering into this Settlement.

24 **7.5 Counterparts.** This Settlement may be executed in counterparts, and when each
25 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
26 original, and when taken together with other signed counterparts, shall constitute one signed Settlement,
27 which shall be binding upon and effective as to all Parties.
28

1 **7.6 Facsimile or Scanned Signatures.** Any party may sign and deliver this
2 Settlement by signing on the designated signature block and transmitting that signature page via
3 facsimile, Docusign, or as an attachment to an e-mail to counsel for the other party. Any signature made
4 and transmitted by facsimile or as an attachment to an e-mail for the purpose of executing this
5 Settlement shall be deemed an original signature for purposes of this Settlement and shall be binding
6 upon the party who transmits the signature page.

7 **7.7 Waivers and Modifications to Be in Writing.** This Settlement may be only
8 amended or modified by a written instrument signed by counsel for the Parties and approved by the
9 Court. No rights under this Settlement may be waived except in writing.

10 **7.8 Construction.** The determination of the terms and conditions of this Settlement
11 has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this
12 Settlement, and the terms and conditions of this Settlement are not intended to be, and shall not be,
13 construed against any party by virtue of draftsmanship.

14 **7.8.1 Captions.** The captions or headings of the sections and paragraphs of this
15 Settlement have been inserted for convenience of reference only and shall have no effect upon the
16 construction or interpretation of any part of this Settlement.

17 **7.8.2 Invalidity of Any Provision.** Before declaring any provision of this
18 Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
19 possible consistent with applicable precedents so as to render all provisions of this Settlement valid and
20 enforceable.

21 **7.9 Further Acts and Cooperation Between the Parties.** The Parties shall
22 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this
23 Settlement and all of its terms. Each of the Parties, upon the request of another, agrees to perform such
24 further acts and to execute and to deliver such other documents as are reasonably necessary to carry out
25 the provisions of this Settlement.

26 **7.10 No Prior Assignments or Undisclosed Liens.** Plaintiffs and Plaintiffs' Counsel
27 represent and warrant that they have not assigned, transferred, conveyed, or otherwise disposed of, or
28 purported to assign, transfer, convey, or otherwise dispose of, any Released Claims or the attorneys' fees

1 and costs award to be paid pursuant to this Settlement. Plaintiffs and Plaintiffs' Counsel further
2 represent and warrant that there are not any liens or claims against any of the amounts to be paid by
3 Defendant pursuant to this Settlement. Plaintiffs and Plaintiffs' Counsel agree to defend, to indemnify,
4 and to hold Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including
5 reasonable attorneys' fees, resulting from a breach of these representations or from any lien or
6 assignment.

7 **7.11 Discovery of Confidential Documents and Information.** Plaintiffs' Counsel
8 agree that all documents and information provided to them by Defendant are confidential. Plaintiffs'
9 Counsel shall make all reasonable attempts to destroy the documents and information provided to them
10 by Defendant, which include confidential and proprietary information, although the Parties recognize
11 that it may not be possible to destroy certain archived electronic information and archived documents
12 and except that Plaintiffs' Counsel may maintain the case file for malpractice and professional
13 responsibility reasons. Plaintiffs' Counsel further agree that none of the documents and information
14 provided to them by Defendant shall be used for any purpose other than prosecution of these Actions or
15 the defense or prosecution of a malpractice action.

16 Except as provided above, any disclosure by Plaintiff's counsel of any documents or information
17 provided to them by Defendant as part of the Action will cause Defendant irreparable harm that money
18 cannot undo and the actual amount of which would be impractical or extremely difficult to determine.
19 Accordingly, violation of this section will entitle Defendant to temporary and permanent injunctive
20 relief. Plaintiff's counsel also agree that Defendant shall be entitled to recover from them liquidated
21 damages in the amount of \$5,000.00 per breach, as well as reasonable attorney's fees and costs incurred
22 to enforce this provision.

23 **7.12 No Tax Advice.** Neither Plaintiffs' Counsel nor Defendant's Counsel intend
24 anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall
25 anything in this Settlement be relied upon as such within the meaning of United States Treasury
26 Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

27 **7.13 No Media Announcements.** Plaintiffs and Plaintiffs' counsel shall not publicize
28 the terms or existence of the Settlement on their websites, in advertising/marketing materials or on social

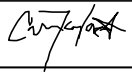
media, other than in court filings. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for approval of the Settlement has been filed. Nothing in this provision shall prevent either Party from making any legally required disclosures.

7.14 Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Settlement as well as any and all matters arising out of, or related to, the implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the Settlement without the consent of all of the Parties. Should either party be required to enforce the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

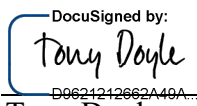
7.15 Governing Law. This Settlement was made and entered into in the State of California. All terms of this Settlement shall be governed by and interpreted according to the laws of the State of California.

SO AGREED AND STIPULATED:

DATED: March 9, 2021

By: 
Camreen Taylor

DATED: March 9, 2021 3/30/2021

By: 
Tony Doyle

DATED: March 9, 2021

By:
Billy Jefferson

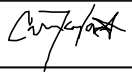
media, other than in court filings. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If counsel for any party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for approval of the Settlement has been filed. Nothing in this provision shall prevent either Party from making any legally required disclosures.

7.14 Continuing Jurisdiction. The Court shall retain jurisdiction over the implementation of this Settlement as well as any and all matters arising out of, or related to, the implementation of this Settlement. The Court shall not have jurisdiction to modify the terms of the Settlement without the consent of all of the Parties. Should either party be required to enforce the terms of this Settlement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

7.15 Governing Law. This Settlement was made and entered into in the State of California. All terms of this Settlement shall be governed by and interpreted according to the laws of the State of California.

SO AGREED AND STIPULATED:

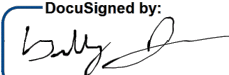
DATED: March 9, 2021

By: 
Camreen Taylor

DATED: March 9, 2021

By: _____
Tony Doyle

DATED: March 9, 2021 3/31/2021

By: 
Billy Jefferson

1 DATED: March30, 2021

CBOCS West, Inc.

2
3
4 By: Jennifer Lankford

5 Name: Jennifer Lankford

6 Title: Senior Corporate Counsel

7
8 DATED: March 30, 2021

CAPSTONE LAW APC

9
10
11 By: 

12 Mark A. Ozzello

Brandon Brouillette

13 Joseph Hakakian

Attorneys for Plaintiffs Tony Doyle and Billy
Jefferson

14 DATED: March , 2021

LAWYERS FOR JUSTICE, PC

15
16
17 By: _____

18 Edwin Aiwazian

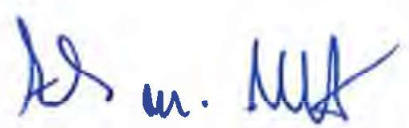
Arby Aiwazian

19 Danielle L. GruppChang

Attorneys for Plaintiff Camreen Taylor

20 DATED: March 30, 2021

SEYFARTH SHAW LLP

21
22
23 By: 

24 Michael Burns

Andrew McNaught

25 Timothy Hoppe

Attorneys for Defendant CBOCS West, Inc.

26
27 67819305v.1

1 DATED: March 9, 2021

CBOCS West, Inc.

2
3
4 By: _____

5 Name:

6 Title:

7
8 DATED: March 9, 2021

CAPSTONE LAW APC

9
10
11 By: _____

12 Mark A. Ozzello

Brandon Brouillette

13 Joseph Hakakian

Attorneys for Plaintiffs Tony Doyle and Billy

Jefferson

14 DATED: March 9, 2021

LAWYERS FOR JUSTICE, PC

15
16
17 By:  _____

18 Edwin Aiwazian

Arby Aiwazian

19 Danielle L. GruppChang

Attorneys for Plaintiff Camreen Taylor

20 DATED: March 9, 2021

SEYFARTH SHAW LLP

21
22
23 By: _____

24 Michael Burns

Andrew McNaught

25 Timothy Hoppe

Attorneys for Defendant CBOCS West, Inc.

26 67819305v.1

EXHIBIT A

Notice of Settlement of PAGA Representative Action

Doyle, et. al v. CBOCS West, Inc., et al.,
San Bernardino County Superior Court, Case No. CIVDS 2013220
Taylor v. Cracker Barrel Old Country Store, Inc., et al.,
San Bernardino County Superior Court, Case No: CIVDS 2009214

You are receiving this notice because the Court has approved a Private Attorneys General Act (“PAGA”) settlement in the above-listed cases, and you are a member of the representative group that is entitled to receive money. Enclosed please find a check with your portion of the settlement proceeds.

A settlement (the “Settlement”) has been reached between Plaintiffs Camreen Taylor, Tony Doyle, and Billy Jefferson (collectively “Plaintiffs”) and Defendant CBOCS West, Inc. (“Defendant”) in the representative actions pending in the San Bernardino Superior Court, Case Nos. CIVDS 2009214 and CIVDS 2013220 (the “Lawsuits”). You have received this Notice because Defendant’s records indicate that you are a member of the representative group (individually referred to as “PAGA Settlement Member”) defined as:

All persons employed by Defendant as non-exempt employees in California at any time during the period from January 29, 2019 through April 23, 2021.

Defendant denied, and continues to deny, that it violated the law in any manner alleged in the Lawsuits. The Lawsuits were litigated and eventually, in order to avoid the risks, uncertainties and expense of further litigation, the parties reached a compromise to settle the claims on behalf of Plaintiffs, the State of California, and the PAGA Settlement Members.

In these Lawsuits, Plaintiffs allege that between January 29, 2019 and April 23, 2021, Defendant allegedly failed to (i) properly pay wages, including overtime and minimum wages; (ii) provide complaint meal and rest breaks and premiums in lieu thereof; (iii) timely pay wages during employment and upon termination; (iv) provide accurate wage statements; (v) maintain requisite payroll records; (vi) reimburse necessary business expenses; and therefore owed penalties under PAGA. Plaintiffs sought penalties on behalf of the State of California under the PAGA statute which provides that 75% of any recovery be paid to the State of California and 25% of any recovery be paid to the aggrieved employee group. Defendant denied, and continues to deny, that it violated the law in any manner alleged in the Lawsuits.

The San Bernardino Superior Court approved the parties’ Settlement on [DATE]. By approving the Settlement, the Court did not decide in favor of Plaintiffs or Defendant.

The Individual Settlement Payment which accompanies this notice is made to you pursuant to the terms of the Settlement and is based on the number of pay periods in which you were employed by Defendant as a non-exempt employee in California at any time during the period from January 29, 2019 to April 23, 2021 and received any regular pay for performing work. Your Individual Settlement Payment is characterized entirely as IRS Form 1099 income. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By operation of the entry of the Approval Order and Judgment, and except as to such rights or claims as may be created by this Settlement, each PAGA Settlement Member will release the Released Parties of all claims for PAGA civil penalties alleged in the Complaints or could have been alleged based on the facts alleged in the Complaints pertaining to Plaintiffs and the PAGA Settlement Members. This includes, but is not limited to, claims for PAGA civil penalties based on alleged violations of California Labor Code

sections 201-204, 206.5, 210, 212, 213, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.5, 1197, 1197.1, 1198, 2800, 2802, 2810.5 and the California Industrial Welfare Commission Wage Orders

Released Parties means: Defendant and its past, present, and future subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, officials, directors, attorneys, personal representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries.

Your share of the recovery is enclosed herein. As indicated on the check, you have One-Hundred and Eighty (180) days from the date of mailing to cash the check. If you do not cash your check within 180 days, the check will be voided, and the money will be submitted in your name to California State Controller's Office, Unclaimed Property Fund in your name.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR ADMINISTRATION PROCESS. YOU MAY, HOWEVER, DIRECT ANY QUESTIONS TO THE SETTLEMENT ADMINISTRATOR:

[Insert Settlement Administrator Information]

EXHIBIT 2

TAYLOR V. CRACKER BARREL, ET AL.
(SAN BERNARDINO SUPERIOR COURT CASE NO. CIVDS2013220) (“DOYLE MATTER”)
(SAN BERNARDINO SUPERIOR COURT CASE NO. CIVDS2009214) (“TAYLOR MATTER”)
ATTORNEY TASK AND TIME CHART

TASK	LAWYERS FOR JUSTICE, PC
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Tony Doyle, Billy Jefferson, and Camreen Taylor’s (collectively, “Plaintiffs”) Claims and the Merits of the Claims of the Aggrieved Employees	8
Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendant Cracker Barrel Old Country Store, Inc. and Defendant CBOCS West, Inc.(“Defendants”) with Respect to Plaintiff and the Aggrieved Employees	6
Based on the Facts Discovered During Pre-Lawsuit Investigation, Conducted Pre-Lawsuit Legal Research and Analysis of Latest Off-the-Clock, Meal and Rest Breaks, and Representative PAGA Decisions in California, Including all New Relevant DLSE Materials	5.75
Investigation of Defendants, Defendants’ Business Relationships, and the Industry in which Defendants Operate	2.25
Investigation of Defendants’ Organizational and Corporate Structure, and Executive Reporting Structure as It Relates to the Employment and Management of the Aggrieved Employees	3.75
Investigation of Defendants’ Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	1.50

Analysis of Competitors in Various Relevant Geographic Areas within which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors	1
Research and Investigation Re: Locations Owned, Managed or Operated by Defendants in California, Including Differences Between the Various Locations to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	1.75
Research and Investigation Re: Staffing Models and Staffing Levels at Defendants' Locations Throughout California	3.50
Research and Investigation Re: Defendants' Written and Unwritten Policies, Practices, and Procedures Relating to Timekeeping, Meal/Rest Breaks, Overtime Compensation, Bonuses and Other Non-Discretionary Pay, Scheduling, Reimbursement of Business-Related Expenses, and Wage-and-Hour Compliance	16.50
Research and Investigation Re: Various Software Programs Defendants Use to Conduct Everyday Business, Including Timekeeping Software, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	3.25
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	5.75
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	4.25
Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	1.50
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	4

Meet and Communicate with Plaintiff Camreen Taylor Throughout the Pendency of the Case	48
Investigate Potential Aggrieved Employees and Meet and Communicate with Aggrieved Employees	8.50
Research and Draft Plaintiff Camreen Taylor's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Claims Involved (filed on June 1, 2020), and Legal Research and Analysis of All Allegations Involved (<i>Taylor Matter</i>)	8.50
Review Court's Notices of Trial Setting Conference (filed on June 1, 2020) (<i>Taylor Matter</i>)	0.10
Review and Analyze Defendant CBOCS West, Inc.'s Answer to Complaint (served on July 16, 2020), and Research Affirmative Defenses in Answer (<i>Taylor Matter</i>)	2.25
Review Court's Notice of Related Case and Notice of Hearing (filed on October 5, 2020) (<i>Taylor Matter</i>)	0.50
Review Defendants' Initial Trial Setting Conference Statement (served on November 16, 2020) (<i>Taylor Matter</i>)	0.25
Meet and Confer with Defense Counsel, and Draft Joint Case Management Statement and Response to order to Show Cause Why Cases Should Not Be Related (filed on December 23, 2020) (<i>Taylor Matter</i>)	1.50
Prepare for and Attend Telephonically Order to Show Cause and Case Management Conference (January 5, 2021)	1.25
Prepare for and Attend Telephonically Further Case Management Conference (March 24, 2021)	1.5
Prepare for and Attend Telephonically Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, Enhancement Award, and Settlement Administration Costs (April 30, 2021) (Anticipated)	2

Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Camreen Taylor (served on October 11, 2019)	0.50
Draft Follow-Up Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Camreen Taylor (served on November 6, 2019)	0.50
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Camreen Taylor (served on November 15, 2019)	2.50
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Camreen Taylor for Penalties Under California Labor Code section 2698, <i>et seq.</i> (“PAGA”) (served on January 29, 2020) (<i>Taylor Matter</i>)	1.25
Meet with Defense Counsel, and Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	6
Review and Analyze Pre-Mediation Documents Produced by Defendants and Prepare Valuation Models, Including, Inter Alia, Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements (served on October 27, 2020) (served on November 10, 2020) (served on November 12, 2020) (served on January 14, 2021) • Employee Handbook and Policies • Employee Timekeeping Records Sampling • Employee Payroll Records • Exemplar Wage Statements	22

Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on November 14, 2020)	12.50
Travel to/from and Attend Mediation Session (November 20, 2020; Zoom Conference)	8
Review, Revise, Negotiate, and Finalize Joint Stipulation of Private Attorneys General Act (Cal. Lab. Code § 2698, <i>Et Seq.</i>) Settlement and Release (fully executed on March 30, 2021)	15.50
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, <i>Et Seq.</i>) Settlement Agreement and Award of Attorneys' Fees, Litigation Costs, Enhancement Award, and Settlement Administration Costs, Declaration of Edwin Aiwarzian in Support Thereof, Declaration of Camreen Taylor in Support Thereof, Declaration of Tony Doyle, in Support Thereof, Declaration of Billy Jefferson in Support Thereof, and [Proposed] Order and Judgment (filed on April 30, 2021) (Anticipated)	12
Total Hours:	224.05

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Taylor v. Cracker Barrel Old Country Store, Inc.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
6/4/2020	San Bernardino Superior Court	Filing Fee	435.00
6/4/2020	Legal Document Server, Inc.	Attorney Service	145.23
6/16/2020	Legal Document Server, Inc.	Attorney Service	220.00
8/6/2020	Legal Document Server, Inc.	Attorney Service	120.00
8/25/2020	General Logistics Systems US, Inc.	Courier Service	29.61
11/10/2020	Dowling Aaron Inc.	Mediation Fee	2,000.00
11/10/2020	San Bernardino Superior Court	Document Download Fee	42.50
11/20/2020	Robert A. Parris	Expert	5,700.00
12/8/2020	Legal Document Server, Inc.	Attorney Service	115.00
12/23/2020	Legal Document Server, Inc.	Attorney Service	130.00
1/6/2021	CourtCall, LLC	Attorney Service	94.00
3/1/2021	Stats Company	Damages Consulting Expert	512.00
3/25/2021	CourtCall, LLC	Attorney Service	94.00
Total:			9,637.34