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

JUN 11 2021

BY 
JESSICA MORALES, DEPUTY

**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,

Plaintiffs,

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

Honorable David S. Cohn
Department S26

**[PROPOSED] ORDER AND JUDGMENT
GRANTING 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; Declarations of
Plaintiffs' Counsel (Edwin Aiwasian and Raul
Perez); Declarations of Plaintiffs (Camreen Taylor,
Tony Doyle and Billy Jefferson filed concurrently
herewith)]

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

**[PROPOSED] ORDER AND JUDGMENT GRANTING 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**

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Attorneys for Plaintiffs Tony Doyle and Billy Jefferson

1 This matter has come before the Honorable David Cohn in Department S26 of the above-entitled
2 Court, located at 247 West Third Street, San Bernardino, California 92415, on Plaintiffs Camreen Taylor,
3 Tony Doyle and Billy Jefferson ("Plaintiffs") Motion for Approval of Private Attorneys General Act (Cal.
4 Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, Service
5 Awards, and Settlement Administration Costs. Lawyers for Justice, PC appeared for Plaintiff Taylor,
6 Capstone Law APC appeared for Plaintiffs Doyle and Jefferson, and Seyfarth Shaw LLP appeared for
7 Defendant CBOCS WEST, INC. ("Defendant").

8 On March 30, 2021, Plaintiffs and Defendant (together, the "Parties") executed the PAGA
9 Representative Action Settlement Agreement and Release ("Settlement," "Settlement Agreement," or
10 "Agreement").

11 The Court has reviewed and considered (1) the Notice of Motion and Motion for Approval of Private
12 Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys'
13 Fees and Costs, Service Awards, and Settlement Administration Costs, (2) the Declarations of Plaintiffs'
14 Counsel, (3) the Declarations of Plaintiffs, and (4) the Settlement Agreement.

15 Having duly considered the Parties' papers and oral argument, and good cause appearing,

16 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

17 1. Plaintiffs' Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698,
18 *Et Seq.*) Settlement Agreement and Award of Attorneys' Fees and Costs, Service Awards, and Settlement
19 Administration Costs is granted.

20 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.

21 3. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private
22 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
23 the Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific
24 provisions of the California Labor Code alleged to have been violated, including, and not limited to, the
25 facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

26 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
27 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
28 appear in the above-captioned actions ("Actions").

1 5. The PAGA Settlement Members covered under the Settlement consist of the following
2 individuals:

3 All persons employed by Defendant as non-exempt employees in California at any time during
4 the period between January 29, 2019 through April 23, 2021 ("PAGA Settlement Members").

5 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net Settlement Amount"), and determines that it is fair, just,
9 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
10 Amount shall be the Gross Settlement Amount (\$650,000) less the approved Attorneys' Fees and Costs to
11 Plaintiffs' Counsel, Service Awards to Plaintiffs, and Settlement Administration Costs to Simpluris, Inc.
12 (the "Settlement Administrator"). Seventy-five percent (75%) of the Net Settlement Amount shall be
13 distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net Settlement Amount
14 shall be distributed to the PAGA Settlement Members ("PAGA Distribution Fund") in accordance with this
15 Order and Judgment and the Settlement Agreement.

16 8. The Court has considered the settlement, and the monetary allocations provided thereby, and
17 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
18 Administrator to administer the settlement and to make the payments as provided for by, and consistent
19 with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$227,500 to Lawyers *for* Justice, PC and Capstone Law
21 APC for attorneys' fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed
22 in accordance with this Order and Judgment and the Settlement Agreement as follows: \$136,500 to Lawyers
23 *for* Justice, PC and \$91,000 to Capstone Law APC.

24 10. The Court approves the payment of \$14,066.02 to Lawyers *for* Justice, PC and Capstone Law
25 APC for reimbursement of litigation costs and expenses incurred in the Actions. This amount shall be paid
26 from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and
27 the Settlement Agreement as follows: \$9,637.34 to Lawyers *for* Justice, PC and \$4,428.68 to Capstone Law
28 APC.

1 11. The Court approves payment in the amount of \$10,000 each to Plaintiffs Camreen Taylor,
2 Tony Doyle, and Billy Jefferson, for a combined total of \$30,000, for their Service Awards. This amount
3 shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
4 Judgment and the Settlement Agreement.

5 12. The Court approves payment in the amount of up to \$12,000 to the Settlement Administrator
6 for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and
7 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

8 13. The Parties are directed to perform in accordance with the terms set forth in this Order and
9 Judgment and the Settlement Agreement.

10 14. The Court further finds that notice of the settlement need not be provided to PAGA
11 Settlement Members; however, the Court approves the Notice of Settlement of PAGA Representative
12 Action ("Cover Letter"), attached hereto as "EXHIBIT 1," and the Settlement Administrator shall distrib-
13 ute the Cover Letter to PAGA Settlement Members at the same time that it distributes Individual Settle-
14 ment Payment checks to PAGA Settlement Members.

15 15. Within twenty (20) calendar days of the Effective Date, Defendant shall fund the Gross
16 Settlement Amount to a qualified settlement account established by the Settlement Administrator. No later
17 than fifteen (15) calendar days after the Court's order granting approval of the Settlement, Defendant shall
18 provide the Settlement Administrator with the PAGA Member Data, in accordance with this Order and
19 Judgment and the Settlement Agreement. The Settlement Administrator shall distribute the Individual
20 Settlement Payment checks to PAGA Settlement Members, LWDA Payment to the LWDA, Service Awards
21 to Plaintiffs, and Attorneys' Fees and Costs to Plaintiffs' Counsel, and payment to itself for the Settlement
22 Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement, no later
23 than thirty (30) calendar days after the Effective Date.

24 16. All Individual Settlement Payment checks that are issued to PAGA Settlement Members shall
25 be valid and negotiable up to one hundred and eighty (180) calendar days after the checks are initially mailed
26 to the PAGA Settlement Members, and thereafter, shall be cancelled. Any funds associated with such
27 cancelled checks will be sent to the California State Controllers Office, Unclaimed Property Fund in the
28 names of such PAGA Settlement Members.

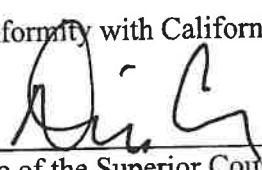
1 17. PAGA Settlement Members shall not have the right to opt out of or object to the Settlement.
2 By way of and upon the entry of this Order and Judgment, Plaintiffs and each PAGA Settlement Member is
3 deemed to fully release and forever discharge Released Parties from the Released Claims.

4 18. As of the Effective Date, Plaintiffs, PAGA Settlement Members, and the State of California
5 will be deemed to have discharged Defendant and the Released Parties from All claims for PAGA civil
6 penalties alleged in the Complaints or could have been alleged based on the facts alleged in the Complaints
7 pertaining to Plaintiffs and the PAGA Settlement Members. This includes, but is not limited to, claims for
8 PAGA civil penalties based on alleged violations of California Labor Code sections 201- 204, 206.5, 210,
9 212, 213, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.5, 1197, 1197.1, 1198,
10 2800, 2802, 2810.5 and the California Industrial Welfare Commission Wage Orders ("Released Claims").

11 19. No individualized notice of this Order and Judgment is required to be provided to PAGA
12 Settlement Members. This Order and Judgment shall be submitted to the LWDA through the online system
13 established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

14 Date: _____

6/11/21



Judge of the Superior Court
DAVID COHN

EXHIBIT 1

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]