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

ANTHONY BISHOP, individually, and on
behalf of other members of the general public
similarly situated, and as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

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

Defendants.

Case No. CIVSB2313831

PAGA SETTLEMENT AGREEMENT

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could have been alleged, based on the facts stated in the Actions, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the Settlement Period, and expressly excluding all other claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and Plaintiffs' individual claims that are subject to separate releases, and PAGA claims outside of the Settlement Period.

10. "Settlement Period" means the period from February 21, 2022 through the earlier of July 9, 2024, or the date of entry of the Order and Judgment.

TERMS

11. First Amended Complaint. As a condition of settlement, the Parties will stipulate to the filing of a First Amended Complaint ("FAC") in the Chiaramonte Action to add Anthony Bishop as a named plaintiff, and to conform the pleadings with the scope of the Settled Claims. Defendants will not be required to file an answer or other responsive pleading to the FAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the FAC will be deemed withdrawn and the Complaint will again become the operative complaint without prejudice to Plaintiff Chiaramonte's right to seek leave to file another amended complaint and without prejudice to Defendants' rights to object and/or challenge an amended pleading. Defendants do not impliedly or expressly waive any arguments or defenses to the FAC.

12. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay One Million One Hundred Twenty Thousand Dollars (\$1,120,000) ("Gross Settlement Amount") to settle the Actions. The Gross Settlement Amount includes Plaintiffs' attorneys' fees, litigation costs and expenses, consideration for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor

Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

13(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

13(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund $\times$ [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period $\div$ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

13(c) Defendants estimate that there are approximately Eighty Thousand Two Hundred Ninety-Seven (80,297) Pay Periods through April 9, 2024. If that number is incorrect by more than Ten Percent (10%), then the Gross Settlement Amount will be increased proportionately. For example, if the number is Eleven percent (11%) higher, then the Gross Settlement Amount will be increased by One Percent (1%). In the alternative, Defendants may elect to advance the end date of the Settlement Period to correspond to the last date on which the total number of Pay Periods was not in excess of Eighty-Eight Thousand Three Hundred Twenty-Seven (88,327).

14. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiffs' Counsel for Attorneys' Fees and Costs of not more than Three Hundred Seventy Three Thousand Three Hundred Thirty Three Dollars (\$373,333), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand

Dollars (\$25,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added to the PAGA Penalties Fund. The award of attorneys' fees will be divided between Plaintiffs' Counsel as follows: (a) Sixty Percent (60%) to Capstone Law APC and (b) Forty Percent (40%) to Blumenthal Nordrehaug Bhowmik De Blouw LLP.

15. Service Awards. For their service on behalf of the LWDA and Aggrieved Employees, Defendants agree not to oppose or impede any application or motion by Plaintiffs for a service award of up to Ten Thousand Dollars (\$10,000), each ("Service Awards"). For tax purposes, the Service Awards will be treated non-wages for which IRS Forms 1099-MISC will be issued.

16. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs are estimated at Ten Thousand Dollars (\$10,000).

17. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

18. Dismissal of the Bishop Action. Within seven (7) calendar days after entry of the Order and Judgment, Plaintiff Bishop will dismiss the Bishop Action pursuant to the terms of this Settlement.

19. List of Aggrieved Employees. Within seven (7) calendar days after entry of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

1 20. Funding of the Settlement. Within seven (7) calendar days after entry of the Order and
2 Judgment, Defendants will deposit the Gross Settlement Amount into the QSF to be established by the
3 Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the
4 Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and
5 Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement
6 Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under
7 this Settlement.

8 21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
9 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
10 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a
11 search based on the National Change of Address Database for information to update and correct for any
12 known or identifiable address changes. Any checks returned as non-deliverable on or before the check
13 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
14 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
15 to determine the correct address using a skip-trace, or other search using the name, address or Social
16 Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.
17 Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain
18 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be
19 tendered to the State Controller Unclaimed Property Fund in the name of the Aggrieved Employees who
20 did not cash their checks. All settlement payments to Aggrieved Employees will be treated as
21 miscellaneous income for which a 1099 will be issued.

22 22. Settled Claims. Upon entry of the Order and Judgment, Plaintiffs and all Aggrieved
23 Employees will be forever barred from pursuing against Defendants any and all Settled Claims during
24 the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released
25 any individual wage and hour claims by virtue of this Settlement.

26 23. No Right to Exclusion or Objections by Representative Action Members. Because this
27 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as
28 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no

1 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
2 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
3 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
4 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

5 24. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
6 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
7 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
8 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
9 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
10 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

11 25. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
12 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
14 action or right herein released and discharged.

15 26. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
16 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
17 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
18 and the Parties will be returned to their original respective positions.

19 27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
20 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
21 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
22 as may be appropriate under court rules or as set forth in this Settlement.

23 28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
24 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
25 on the Parties.

26 29. Amendment or Modification. This Settlement Agreement may be amended or modified
27 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
28 Parties, and approved by the Court.

1 30. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
6 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
7 reach agreement on the form or content of any document needed to implement the Settlement, or on any
8 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
9 may seek the assistance of the mediator, Louis Marlin, Esq., to resolve such disagreement.

10 31. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
11 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12 32. California Law Governs. All terms of this Settlement Agreement will be governed by
13 and interpreted according to the laws of the State of California.

14 33. Execution and Counterparts. This Settlement Agreement is subject only to the execution
15 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and
17 scanned copies of the signature pages, will be deemed to be one and the same instrument.

18 34. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
19 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
20 this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge
21 that they are each represented by competent counsel and that they have had an opportunity to consult
22 with their counsel regarding the fairness and reasonableness of this Settlement.

23 35. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
24 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
25 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

26 36. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
28 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement

1 valid and enforceable.

2 37. Captions. The captions and section numbers in this Settlement Agreement are inserted
3 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
4 provisions of this Settlement Agreement.

5 38. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
6 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
7 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

8 39. Enforcement Action. In the event that one or more of the Parties institutes any legal
9 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
10 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
11 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
12 expert witness fees incurred in connection with any enforcement actions.

13 40. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
14 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
15 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
16 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
17 all Parties have contributed to the preparation of this Settlement Agreement.

18 41. Representation By Counsel. The Parties acknowledge that they have been represented
19 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
20 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
21 in full.

22 42. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
23 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
24 Settlement Agreement.

25 43. Binding Agreement. The Parties warrant that they understand and have full authority to
26 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
27 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
28 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply

under federal or state law.

44. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

Dated: Jun 28, 2024

PLAINTIFF

Denise E Chiaramonte (Jun 28, 2024 18:00 PDT)

Denise Chiaramonte

Dated: _____

PLAINTIFF

Anthony Bishop

Dated: _____

DEFENDANT

Name of Authorized Signatory
CBOCS West, Inc.

Dated: _____

DEFENDANT

Name of Authorized Signatory
Cracker Barrel Old Country Store, Inc.

under federal or state law.

44. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Denise Chiaramonte

PLAINTIFF

Dated: 7/1/2024

Anthony Bishop

DocuSigned by:

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DEFENDANT

Dated: _____

Name of Authorized Signatory
CBOCS West, Inc.

DEFENDANT

Dated: _____

Name of Authorized Signatory
Cracker Barrel Old Country Store, Inc.

under federal or state law.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Denise Chiaramonte

PLAINTIFF

Dated: _____

Anthony Bishop

DEFENDANT

Dated: 6/27/24

Jennifer M Lankford
Name of Authorized Signatory
CBOCS West, Inc.

DEFENDANT

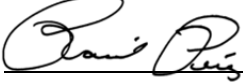
Dated: 6/27/24

Jennifer M Lankford
Name of Authorized Signatory
Cracker Barrel Old Country Store, Inc.

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APPROVED AS TO FORM

CAPSTONE LAW APC



Dated: July 1, 2024

Raul Perez
Attorneys for Plaintiff Anthony Bishop

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

Dated:

Nicholas De Blouw
Attorneys for Plaintiff Denise Chiamonte

SEYFARTH SHAW LLP

Dated:

Andrew M. McNaught
Attorneys for Defendants CBOCS West, Inc. and
Cracker Barrel Old Country Store, Inc.

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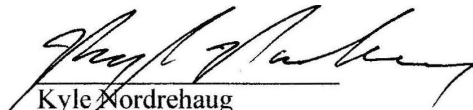
CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Anthony Bishop

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Dated: July 1, 2024 _____



Kyle Nordrehaug
Attorneys for Plaintiff Denise Chiamonte

SEYFARTH SHAW LLP

Dated: _____

Andrew M. McNaught
Attorneys for Defendants CBOCS West, Inc. and
Cracker Barrel Old Country Store, Inc.

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiff Anthony Bishop

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Dated: _____

Nicholas De Blouw
Attorneys for Plaintiff Denise Chiaramonte

SEYFARTH SHAW LLP

Dated: July 9, 2024



Andrew M. McNaught
Attorneys for Defendants CBOCS West, Inc. and
Cracker Barrel Old Country Store, Inc.

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Chiaramonte vs. CBOCS West, Inc.*, No. CIVSB2313831
(San Bernardino County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Chiaramonte vs. CBOCS West, Inc.*, No. CIVSB2313831 (San Bernardino County Superior Court) (the “Action”).

The Action was filed against Defendants CBOCS West, Inc. and Cracker Barrel Old Country Store, Inc. (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was prosecuted by former employees of Defendants on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]