

PAYTON EMPLOYMENT LAW, PC
CALIFORNIA EMPLOYMENT LITIGATION
3807 W SIERRA HIGHWAY, SUITE 206, ACTON, CA 93510

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

DEC 15 2021

BY Jessica Morales
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

YALILA LACAYO and IRMA SCHOT,
individually and on behalf of all others similarly
situated;

Plaintiffs,

vs.

CATALINA RESTAURANT GROUP, INC.;
CARROWS RESTAURANTS, LLC, converted
out from CARROWS RESTAURANTS, INC.;
CARROWS CALIFORNIA FAMILY
RESTAURANTS, LLC, converted out from
CARROWS CALIFORNIA FAMILY
RESTAURANTS, INC.; COCO'S
RESTAURANTS, LLC, converted out from
COCO'S RESTAURANTS, INC., doing
business as COCO'S BAKERY
RESTAURANTS; JOJOS CALIFORNIA
FAMILY RESTAURANTS, LLC, doing
business as COCO'S BAKERY
RESTAURANTS; JOJOS RESTAURANTS,
LLC, doing business as COCO'S BAKERY
RESTAURANTS; SHARI'S MANAGEMENT
CORPORATION; DOES 1-10, business entities,
forms unknown; DOES 11-20, individuals; and
DOES 21-30, inclusive,

Defendants.

Case Class Action No.: CIVDS1713877
PAGA Action No.: CIVDS1820602

**[PROPOSED] JUDGMENT FOR
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND
CERTIFICATION OF A SETTLEMENT
CLASS; MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: December 15, 2021
Time: 10:00 a.m.
Dept.: S-26
Judge: Hon. David Cohn

Action Filed: July 20, 2017
Trial Date: Not Set

**[PROPOSED] JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 1. In accordance with, and for the reasons stated in the Court’s Order Granting Plaintiff’s
2 Motion for Final Approval of Class Action Settlement, Judgment shall be entered in the above-
3 captioned case whereby Plaintiffs Yalila Lacayo, Irma Schot, and all Class Members who did not
4 submit a complete and timely Request for Exclusion shall take nothing from Defendants CATALINA
5 RESTAURANT GROUP, INC.; CARROWS RESTAURANTS, LLC, converted out from
6 CARROWS RESTAURANTS, INC.; CARROWS CALIFORNIA FAMILY RESTAURANTS, LLC,
7 converted out from CARROWS CALIFORNIA FAMILY RESTAURANTS, INC.; COCO’S
8 RESTAURANTS, LLC, converted out from COCO’S RESTAURANTS, INC., doing business as
9 COCO’S BAKERY RESTAURANTS; JOJOS CALIFORNIA FAMILY RESTAURANTS, LLC,
10 doing business as COCO’S BAKERY RESTAURANTS; JOJOS RESTAURANTS, LLC, doing
11 business as COCO’S BAKERY RESTAURANTS; SHARI’S MANAGEMENT CORPORATION,
12 except as expressly set forth in the Joint Stipulation of Settlement of Class Action Claims (the
13 “Settlement”), attached as Exhibit A to the Declaration of Chantal McCoy Payton in Support of
14 Plaintiff’s Motion for Final Approval of Class Action.

15 2. Solely for purposes of effectuating the Settlement, this Court has certified a
16 “Settlement Class” defined as: “all current and former Assistant Managers or similarly titled
17 individuals employed by any of the following Defendants: Catalina Restaurant Group, Inc.; Carrows
18 Restaurants, LLC; Carrows California Family Restaurants, LLC; Jojos California Family Restaurants,
19 LLC dba Coco’s Bakery Restaurants; Jojos Restaurants, LLC dba Coco’s Bakery Restaurants; and
20 Shari’s Management Corporation in California during the Class Period.”

21 3. All Class Members who did not submit a complete and timely Request for Exclusion
22 shall be deemed to have released their respective Released Claims against the Released Parties upon
23 the Effective Date. “Released Claims” are defined as:

- 24 a. “Released Claims for Class Members” means all claims which Plaintiffs, the
25 Class, or any Class Member had, or may claim to have, against any of the
26 Released Parties, that were alleged or could have been alleged arising out of the
27 facts, circumstances, and primary rights at issue in the Action during the Class
28 Period, including but not limited to claims for (1) failure to pay overtime; (2)

1 failure to pay minimum wage; (3) liquidated damages and penalties; (4) failure to
2 pay contractual wages; (5) failure to pay all earned wages upon separation of
3 employment and waiting time penalties; (6) failure to provide meal breaks; (7)
4 failure to provide rest breaks; (8) inaccurate wage statements and failure to
5 maintain accurate records; (9) failure to reimburse business expenses; (10) failure
6 to timely pay wages during employment; and (11) unfair business practices in
7 violation of California Business and Professions Code § 17200, et seq, based on
8 the underlying Labor Code violations alleged in the Action.

9 b. "Released Claims for PAGA Settlement Members" means all claims which
10 Plaintiffs, the PAGA Settlement Members, or any PAGA Settlement Member had,
11 or may claim to have, against any of the Released Parties, that were alleged or
12 could have been alleged arising out of the facts, circumstances, and primary rights
13 at issue in the Action during the PAGA Period, including under PAGA based on
14 the underlying Labor Code violations alleged in the Action, including but not
15 limited to (1) failure to pay overtime; (2) failure to pay minimum wage; (3)
16 liquidated damages and penalties; (4) failure to pay contractual wages; (5) failure
17 to pay all earned wages upon separation of employment and waiting time
18 penalties; (6) failure to provide meal breaks; (7) failure to provide rest breaks; (8)
19 inaccurate wage statements and failure to maintain accurate records; (9) failure to
20 reimburse business expenses; and (10) failure to timely pay wages during
21 employment.

22 c. "Released Claims" shall refer collectively to the "Released Claims for Class
23 Members" and "Released Claims for PAGA Settlement Members."

24 4. Zero (0) individuals objected to the Settlement and one (1) individual opted out of the
25 Settlement, therefore all individuals except one are bound by the terms of this Judgment.


26 5. This Court shall retain jurisdiction with respect to all matters related to the
27 administration and consummation of the Settlement, and any and all claims, asserted in, arising out
28 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the

1 Settlement and the determination of all controversies relating thereto.

2 6. Plaintiffs shall give notice of this Judgment to Class Members, pursuant to rule 3.771
3 of the California Rules of Court, by providing notice of such Judgment to the Settlement
4 Administrator who shall thereafter post, on a website accessible to the Class Members, the settlement
5 documents and information including the final judgment.

6 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Judgment shall be
7 entered for the Plaintiff and Class Members, and against the Defendants as set forth in and in
8 accordance with the Order Granting Final Approval dated 12/15/21.

9
10 Dated: 12/15/21



Hon. David Cohn
Judge of the Superior Court

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