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8 **JAMS ARBITRATION**

9
10 ANGEL ARIAS-BRANNON, individually, and
11 as an aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

12 Claimant,

13 vs.

14 JIB HOLDINGS I, LLC, a California limited
liability company; ALLIED RESTAURANT
15 MANAGEMENT, LLC, a California limited
liability company; DESERT JACK, LLC, a
16 California limited liability company;
ENVISION FOODS, LLC, a California limited
17 liability company; and DOES 1 through 10,
inclusive,

18 Respondents.
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JAMS REFERENCE NO. 5220006093

**JOINT STIPULATION RE PAGA PENALTY
SETTLEMENT**

1 **JOINT STIPULATION RE PAGA PENALTY SETTLEMENT**

2 Angel Arias-Brannon (“Arias-Brannon”) and Maura Gamero (“Gamero”) (collectively,
3 “Claimants”) and JIB Holdings I LLC, Allied Restaurant Management, LLC, Desert Jack, LLC, and
4 Envision Foods, LLC (“Respondents”) (collectively with Claimants, the “Parties”), by and through their
5 respective counsel of record, hereby seek Arbitrator approval of the settlement of their claims for civil
6 penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”):

7 **PROCEDURAL HISTORY**

8 **WHEREAS**, Respondents own and operate a number of Jack in the Box franchises in
9 California. Respondents employed Arias-Brannon as an hourly paid, non-exempt Cashier and Shift Lead
10 from approximately July 2021 to June 2022. (Complaint ¶ 4.) Respondents employed Gamero as an
11 hourly paid, non-exempt Team Leader from approximately August 2020 to September 2020. (JAMS
12 Reference No. 5210000293, Complaint ¶ 4.)

13 **WHEREAS**, on December 14, 2022, Arias-Brannon provided notice to the California Labor
14 and Workforce Development Agency (“LWDA”) and Respondents of his intent to pursue all civil
15 penalties related to and arising from various alleged violations by Respondents of the California Labor
16 Code.

17 **WHEREAS**, on March 2, 2023, Arias-Brannon filed a PAGA complaint against Respondents
18 in Kern County Superior Court, Case No. BCV-23-100640), alleging claims on behalf of himself and
19 other aggrieved employees (i.e., on a representative basis) for: (1) unpaid overtime; (2) unpaid minimum
20 wages; (3) meal period violations; (4) rest period violations; (5) noncompliant wage statements and
21 failure to maintain accurate records; (6) untimely payment of final wages; (7) untimely payment of
22 wages during employment; (8) failure to provide reporting time pay; (9) unreimbursed business
23 expenses; (10) PAGA claims; (11) unlawful business practices; and (12) unfair business practices
24 (“Arias-Brannon Action”).

25 **WHEREAS**, on June 24, 2021, Gamero provided notice to the LWDA and Respondents of her
26 intent to pursue all civil penalties related to and arising from various alleged violations by Respondents
27 of the California Labor Code.

28 **WHEREAS**, on August 31, 2021, Gamero filed a complaint against Respondents in the San

Bernardino County Superior Court, Case No. CIVSB2125306, alleging claims on behalf of herself and other aggrieved employees for: (1) unpaid overtime; (2) unpaid minimum wages; (3) meal period violations; (4) rest period violations; (5) noncompliant wage statements and failure to maintain accurate records; (6) untimely payment of final wages; (7) untimely payment of wages during employment; (8) failure to provide reporting time pay; (9) unreimbursed business expenses; (10) PAGA claims; (11) unlawful business practices; and (12) unfair business practices (“Gamero Action”).

WHEREAS, on August 5, 2022, Respondents filed a motion to compel the arbitration of Gamero’s individual claims. On October 26, 2022, the San Bernardino County Superior Court granted the motion. Gamero filed her claim in arbitration on January 20, 2023, JAMS Reference No. 5210000293.

WHEREAS, on March 7, 2024, Arias-Brannon and Respondents jointly stipulated to arbitrate Arias-Brannon’s individual claims.

WHEREAS, after months of settlement negotiations, the Parties were eventually able to negotiate a complete settlement of both Arias-Brannon’s and Gamero’s individual and non-individual PAGA claims.

WHEREAS, the settlement of Claimants’ non-individual PAGA claims are set forth in complete and final form in the PAGA Settlement Agreement, attached as Exhibit A.

NOW THEREFORE, the Parties jointly request that the Arbitrator approve the Parties’ PAGA Settlement Agreement.

SETTLEMENT TERMS

Allocation of Settlement Proceeds: The Settlement provides that Respondents will pay a total of \$660,000 to settle Claimants’ non-individual PAGA claims. No portion of this amount will revert to Respondents. (PAGA Settlement Agreement ¶ 19.) From this amount, payments will be made to the LWDA and the PAGA Settlement Members, to Claimants’ Counsel for their attorneys’ fees and litigation costs, and to the Settlement Administrator (CPT Group, Inc.) for settlement administration costs. (*Id.* at ¶ 21-22.)

Settlement Allocations	Amount
Gross Settlement Fund	\$660,000.00
Attorneys’ Fees	\$230,000.00

Settlement Allocations	Amount
Litigation Costs	\$16,863.18
Administration Costs	\$26,000.00
PAGA Penalties Fund	\$387,136.82

The resulting balance, approximately \$387,136.82, will be distributed to the LWDA and PAGA Settlement Members. The LWDA will receive approximately \$290,352.62. (PAGA Settlement Agreement ¶ 20.) PAGA Settlement Members will receive approximately \$96,784.20. (*Id.*) The PAGA Settlement Members encompassed by the proposed Settlement are all persons who were employed by Respondents in the State of California in non-exempt positions at any time during the Settlement Period. (*Id.* at ¶¶ 8, 12.) There are approximately 5,300 PAGA Settlement Members.

Allocations to the LWDA and PAGA Settlement Members: Payments to PAGA Settlement Members will be made from the PAGA Penalties Fund. The individual allocations will be calculated on a pro-rata basis using the number of pay periods worked by each employee. Respondents will provide the total number of pay periods worked by each PAGA Settlement Member and the total number of pay periods worked by all PAGA Settlement Members during the Settlement Period. (PAGA Settlement Agreement ¶ 20.)

The Settlement Administrator will calculate each PAGA Settlement Member's payment using the proportional number of pay periods during which the employee worked. (*Id.* at ¶ 20(a).) Thus, the Settlement Administrator will perform the following calculation to calculate individual payments: Settlement Payment = (25% of PAGA Penalties Fund) × (pay periods worked by individual PAGA Settlement Member during the Settlement Period ÷ total pay periods worked by all PAGA Settlement Members during the Settlement Period). (*Id.* at ¶ 20(b).) This is a fair and equitable means of allocating the penalties. PAGA Settlement Members who worked for a longer duration during the Settlement Period will receive proportionally larger payments than those employees who worked for shorter durations.

As the Settlement payments to the PAGA Settlement Members are for the compromise of claims for alleged PAGA civil penalties, the payments will be treated as non-wage income with no taxes withheld, and will be reported by the Settlement Administrator on IRS Form 1099s to the respective PAGA Settlement Employee and governmental authorities. (*Id.* at ¶ 26.)

The Settled PAGA Claims: Upon entry of the Award, Claimants and all PAGA Settlement Members will be forever barred from pursuing against Respondents, inclusive of Respondents' officers, directors, members, shareholders, owners, operators, managing agents, managers, predecessors, successors, affiliates, assignees, franchisors, franchisees, joint employers, joint venturers, and agents, any and all Settled & Released Claims during the Settlement Period. (PAGA Settlement Agreement ¶¶ 11, 27.) The Settled & Released Claims are: Any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in Claimants' PAGA Notices and/or their Complaints with respect to PAGA Settlement Members based on the facts alleged therein during the Settlement Period. (*Id.* at ¶ 27.)

STANDARD FOR APPROVAL

Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other current or former employees to recover civil penalties for Labor Code violations. *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 380 (2014). Seventy-five percent of any penalties recovered go to the LWDA, leaving the remaining twenty-five percent for aggrieved employees. *Id.* PAGA is intended “to augment the limited enforcement capability of [LWDA] by empowering employees to enforce the Labor Code as representatives of the Agency.” *Id.* at 383. A judgment in a PAGA action binds all those, including non-party aggrieved employees, who would be bound by a judgment in an action brought by the government. *Id.* at 381.

The Arbitrator’s evaluation of a PAGA settlement must be to “determine whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws.” *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021). The Arbitrator’s evaluation of the settlement should therefore not focus on “restitution”—the average recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with special attention on whether the relief is “genuine and meaningful.” *Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017).

1 **Claimants’ Position On Why the Penalties Secured by the Settlement Are Genuine and**
2 **Meaningful:** The civil penalties secured by the settlement represent a fair compromise of Claimants’
3 PAGA claim in view of the risks of continued litigation and the hotly contested issues of law and fact
4 relating to PAGA claims. The Settlement accomplishes PAGA’s objectives by imposing sufficient civil
5 penalties “to punish and deter” Respondents from committing any of the Labor Code violations alleged,
6 while also ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab.
7 Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

8 This result was reached after good-faith negotiation between the parties. The amount was valued
9 as follows: Based on information and evidence produced by Respondents during discovery, Claimants
10 determined that PAGA Settlement Members worked a combined total of approximately 85,000 pay
11 periods during the PAGA statute of limitations period (“PAGA Period”). Unless otherwise provided by
12 the Labor Code,¹ PAGA civil penalties for Labor Code violations are calculated according to Labor
13 Code 2699(f)(2): If, at the time of the alleged violation, the person employs one or more employees, the
14 civil penalty is \$100 for each aggrieved employee per pay period for the initial violation and \$200 for
15 each aggrieved employee per pay period for each subsequent violation (the “subsequent violation
16 penalty”).

17 However, a number of courts have found that the “subsequent” penalty under PAGA applies
18 only after a court or the Labor Commissioner determines that the employer has violated the Labor Code.
19 *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) (“the increased \$200 civil penalty
20 for ‘subsequent violation[s]’ does not apply unless [Plaintiff] presents evidence that the Labor
21 Commission or a court notified [Defendant] that it was in violation of the Labor Code.”); *Bernstein v.*
22 *Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to “heightened civil

23 ¹ For example, Labor Code section 558 authorizes the Labor Commissioner to seek civil
24 penalties for overtime and other workday violations at an initial violation rate of \$50 for each underpaid
25 employee for each pay period and a subsequent violation rate of \$100 for each underpaid employee for
26 each pay period. *See* Lab. Code § 558.

26 Claimants accordingly apply these penalty rates for their overtime, meal period, and rest period
27 claims. *See ZB, N.A. v. Super. Ct.*, 8 Cal. 5th 175, 197 (2019) (calculating PAGA penalties for overtime
28 violations according to the Section 558 penalty rates); *Lawson v. ZB, N.A.*, 18 Cal. App. 5th 705, 724
27 (2017), as modified (Dec. 21, 2017), *aff’d* but criticized sub nom. *ZB, N.A. v. Super. Ct.*, 8 Cal. 5th 175
28 (2019) (“we note that with respect to the meal break and rest break violations . . . section 558 provides
28 either a \$50 or \$100 assessment for each violation during a pay period”).

penalties” because the defendant was not given notice by the Labor Commissioner when the “subsequent” violations occurred).² Under this line of cases, Respondents’ realistic exposure would be calculated as follows:

Claim	Total Potential Pay Periods with Violations	Penalties	Odds of Recovering Maximum Penalties	Expected Value of PAGA Penalties
Overtime/Minimum Wages	85,000	\$50	25%	\$1,062,500.00
Meal Periods	85,000	\$50	25%	\$1,062,500.00
Rest Periods	85,000	\$50	25%	\$1,062,500.00
Wage Statements	85,000	\$50	25%	\$1,062,500.00
Final Payment of Wages	4,000	\$100	5%	\$20,000.00
Suitable Seating	21,250	\$100	10%	\$212,500.00
Business Expense Reimbursement	42,500	\$100	10%	\$425,000.00
Total				\$4,907,500.00

It should be noted that PAGA gives a court or the Arbitrator wide latitude to reduce the amount of civil penalties “based on the facts and circumstances of a particular case” when “to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the employees suffered actual injury from the violations, whether the defendant was aware of the violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA

² *See also Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, at *5 (C.D. Cal. June 10, 2019) (“employers are not subject to heightened penalties . . . until a court or commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA’s heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in controversy”); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice that they are committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

1 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—
2 **or 0.21% of the calculated maximum**—and stated that this reduction was warranted because (a) the
3 Court did not believe it was appropriate to impose multiple penalties per pay period in which a violation
4 occurred and (b) imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on
5 Starbucks’s “good faith attempts” to comply with meal period obligations and because the court found
6 the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal affirmed the
7 lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. If a similar reduction had
8 been applied here, Claimants would have recovered only approximately \$10,305.75 ($\$4,907,500 \times$
9 0.0021 reduction).

10 Likewise, in *Covidien*, the court reduced the potential penalties by over 82%, awarding \$500,000
11 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v.*
12 *Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under
13 specified PAGA claim where the employer produced evidence that it took its obligations seriously);
14 *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011)
15 (reversing trial court decision denying any civil penalties where violations had been proven, remanding
16 for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect*
17 *Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012)
18 (denying PAGA penalties for violation of California Labor Code section 226 as redundant with recovery
19 on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*,
20 No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing
21 penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA
22 claims).

23 Considering the issues, defenses, and the risks, a \$660,000 settlement for a limited release of
24 PAGA penalties—no individual wage and hour claims will be extinguished by the Settlement—is a fair
25 and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.”

26 **Respondents’ Position On Why the Penalties Secured by the Settlement Are Genuine and**
27 **Meaningful:** Respondents maintain that they had, and continue to have, legally-compliant employment
28 policies and practices. Respondents deny, and do not admit, that they ever violated any provision of the

1 California Labor Code, including, but not limited to, those sections for which Claimants seek penalties
2 pursuant to PAGA, during the Settlement Period. Respondents deny that this matter, and/or the
3 underlying claims and actions, can successfully be prosecuted on a representative basis, in full or in part.
4 Respondents recognize the expense and length of continued proceedings necessary to litigate the
5 disputes through arbitration, potentially a trial, and through any possible appeals, and have also taken into
6 account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays
7 inherent in such litigation.

8 **The Parties' Settlement of Attorneys' Fees Is Reasonable In Light of Claimants' Counsel's**
9 **Lodestar.** The Settlement provides attorneys' fees in the amount of \$230,000 to Claimants' Counsel.
10 Claimants' Counsel are entitled to attorneys' fees as a matter of right under California Labor Code
11 section 2699(g)(1), which provides that "[a]ny employee who prevails in any action shall be entitled to
12 an award of reasonable attorneys' fees and costs." *See Gouskos v. Aptos Village Garage, Inc.*, 94 Cal.
13 App. 4th 754, 765 (2001) (holding that attorneys' fees to prevailing party are mandatory when the statute
14 uses the word "shall"). It is undisputed that by obtaining PAGA penalties for the LWDA and PAGA
15 Settlement Members, Claimants have prevailed. *See Graciano v. Robinson Ford Sales*, 144 Cal. App.
16 4th 140, 153 (2006) ("[P]laintiffs may be considered 'prevailing parties' for attorney's fee purposes if
17 they succeed on any significant issue in the litigation that achieves some of the benefit the parties sought
18 in bringing suit." (internal citation omitted)).

19 In fixing fees under the lodestar method, successful attorneys should recover "all attorney fees
20 reasonably expended, **without limiting the fees to a proportion of [the] actual recovery.**" *Graciano*,
21 144 Cal. App. 4th at 164 (emphasis added). "[T]here is 'no mathematical rule requiring proportionality
22 between compensatory damages and attorneys' fees award.'" *Harman v. City and County of San*
23 *Francisco*, 158 Cal. App. 4th 407, 421 (2007) (citation omitted). For instance, in *Harman*, the court
24 affirmed a fee award of \$1.1 million on damages of \$33,300 under the Civil Rights Act after determining
25 that it cannot be tied to a proportion of the recovery. *Id.* at 419-22.

26 The non-proportionality rule applies generally to attorneys prosecuting employment cases. *See*,
27 *e.g., Taylor v. Nabors Drilling U.S.A.*, 222 Cal. App. 4th 1228 (2014) (affirming \$680,520 in attorneys'
28

1 fees on a \$150,000 recovery in an employment discrimination case).³ And it applies with equal force to
2 PAGA cases. *See Charles v. JPMorgan Chase Bank*, No. CGC-14-538933 (San Francisco County
3 Superior Court June 18, 2019) (awarding plaintiffs \$2.88 million in attorneys’ fees on PAGA penalties
4 totaling \$2.7 million); *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County
5 Superior Court Jan. 3, 2019) (awarding plaintiff \$750,000 in attorneys’ fees and costs on general PAGA
6 penalties totaling \$585,000); *Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles
7 County Superior Court February 17, 2017) (awarding plaintiff \$600,000 in attorneys’ fees on PAGA
8 penalties totaling \$605,000); *Monroe v. Continental Design Co., Inc.*, No. RG16817667 (Alameda
9 County Superior Court June 21, 2017) (awarding plaintiff \$110,000 in fees on PAGA penalties totaling
10 \$90,000); *Ramirez v. Benito Valley Farms, LLC*, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6
11 (N.D. Cal. Aug. 25, 2017) (awarding attorneys’ fees under the lodestar method with no regard to the
12 proportion of the fees to civil penalties).⁴

13 In determining the reasonableness of statutory fees, the court should apply the lodestar method.
14 *See Ketchum v. Moses*, 24 Cal. 4th 1122, 1136 (2001) (holding that the court should “presume that the
15 Legislature intended courts to use the prevailing lodestar adjustment method” in fixing statutory fees).
16 This method most effectively compensates successful counsel for “all the hours reasonably spent.” *Id.* at

17 ³ Claimants who prevail on a private attorney general action are also not limited to a proportion
18 of the damages recovered. *See Building a Better Redondo, Inc. v. City of Redondo Beach*, 203 Cal. App.
19 4th 852, 870-73 (2012) (awarding fees under the private attorney general statute in an action to compel a
20 city to put a measure on the ballot); *Vo v. Las Virgenes Mun. Water Dist.*, 79 Cal. App. 4th 440, 445
21 (2000) (affirming a \$470,000 fee award when plaintiff recovered only \$37,500); *Engel v. Washington*,
22 60 Cal. App. 4th 628, 635 (1997) (a plaintiff who recovered only \$250 “may well be entitled to every
23 penny of the requested [\$80,875] fee award” and that “[t]o deny him the full amount of requested fees
24 would be tantamount to finding that the fees were unreasonable per se, some of his efforts unwarranted,
25 or his goals unworthy”). Outside of common fund recoveries, the rule that fees cannot be tied to
26 proportional recovery applies across the board, to all types of cases involving fee-shifting statutes, in both
27 federal and state courts. *See, e.g., City of Riverside v. Rivera*, 477 U.S. 561, 578-79 (1986) (awarding
28 \$245,000 in attorneys’ fees for damages of \$33,350); *Hasbrouck v. Texaco, Inc.*, 879 F.2d 632, 639 (9th
Cir. 1989) (“[T]here is no reason to treat attorney’s fees in antitrust cases under [the Clayton Act]
different from attorney’s fees in civil rights cases under section 1988. We have recognized the public
benefit of antitrust litigation.”); *Lytle v. Carl*, 382 F.3d 978, 988 (9th Cir. 2004) (fee award more than
three times damages); *Fair Housing of Marin v. Combs*, 285 F.3d 899 (9th Cir. 2002) (affirming
\$508,606 fee award that was more than five times damages awarded); *Niederer v. Ferreira*, 189 Cal.
App. 3d 1485 (1987) (applying the anti-proportionality logic in an action to collect from the guarantor of
a note).

⁴ Likewise, the non-proportionality rule applies generally to attorneys prosecuting employment
cases. *See, e.g., Taylor*, 222 Cal. App. 4th 1228 (affirming \$680,520 in attorneys’ fees on a \$150,000
recovery in an employment discrimination case).

1 1133. The base lodestar is produced by multiplying the number of hours reasonably expended by
2 counsel by a reasonable hourly rate. *Id.* at 1134-36. The base lodestar then may be adjusted by a
3 multiplier to account for contingent risk and other factors.

4 For hourly rates, the Court must evaluate whether that rate is “within the range of reasonable
5 rates charged by and judicially awarded comparative attorneys for comparable work.” *Children’s*
6 *Hospital & Med. Ctr. v. Bontá*, 97 Cal. App. 4th 740, 783 (2002). Determination of a reasonable rate is
7 derived from the community “where the services are rendered.” *MBNA Am. Bank v. Gorman*, 147 Cal.
8 App. 4th Supp. 1, 13 (2006). Claimants’ Counsel’s rates reasonable and are within the range of similar
9 attorneys in the Southern California area where the services are rendered and where the action was
10 litigated. In the past few years, numerous courts have approved the exact same rates requested here. As
11 the requested rates are within the range of market rates, they should be approved.

12 In evaluating hours worked, the general principle is that “the attorney who takes [a statutory fee-
13 shifting] case can anticipate receiving full compensation for every hour spent litigating a claim even
14 against the most polemical opponent.” *Weeks v. Baker & McKenzie*, 63 Cal. App. 4th 1128, 1175
15 (1998). However, courts should not be “enmeshed in a meticulous analysis of every detailed facet of the
16 professional representation.” *Serrano v. Unruh*, 32 Cal. 3d 621, 642 (1982). Rather, “[t]he essential goal
17 in shifting fees (to either party) is to do rough justice, not to achieve auditing perfection.” *Fox v. Vice*,
18 563 U.S. 826, 837 (2011).

19 In determining the reasonableness of the hours expended, “the court should defer to the winning
20 lawyer’s professional judgment as to how much time he was required to spend on the case; after all, he
21 won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243 Cal. App. 4th
22 88, 196 Cal. Rpt. 3d 252, 265 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th
23 Cir. 2008)). Whether attorneys expended reasonable hours in pursuit of the litigation is the major
24 building block of any fee award. *See Serrano v. Unruh*, 32 Cal. 3d at 632 (“absent facts rendering the
25 award unjust, parties who qualify for a fee should recover for all hours reasonably spent.”). Typically, all
26 time reasonably spent by prevailing attorneys during the course of litigation should be awarded if it is the
27 type of work that would be paid by a fee-paying client. *Hensley v. Eckerhart*, 461 U.S. 424, 431 (1983).

28 The chart below provides a summary of the hours billed by Claimants’ Counsel to the litigation:

Lawyer	Title	CA Bar Yr.	Rate	Hours	Fees
Mark Ozzello	Fmr. Senior Counsel	1984	\$950	53.8	\$51,110.00
Robert Drexler	Partner	1985	\$950	44	\$41,800.00
Raul Perez	Partner	1994	\$950	21.9	\$20,805.00
Liana Carter	Senior Counsel	1999	\$800	25.2	\$20,160.00
Jamie Greene	Partner	2007	\$650	17.1	\$11,115.00
Eduardo Santos	Senior Counsel	2007	\$650	14.8	\$9,620.00
Anthony Castillo	Senior Counsel	2009	\$625	39.2	\$24,500.00
Mao Shiokura	Senior Counsel	2009	\$625	11.6	\$7,250.00
Jonathan Lee	Senior Counsel	2009	\$625	11.1	\$6,937.50
Brandon Brouillette	Fmr. Senior Counsel	2010	\$600	61.6	\$36,960.00
Joseph Hakakian	Fmr. Associate	2018	\$475	99.4	\$47,215.00
Total				399.7	\$277,472.50

(Declaration of Raul Perez [“Perez Decl.”] ¶ 16.)

As shown above, multiplying Claimants’ Counsel’s hourly rates by hours billed to the litigation to date (not including anticipated additional work on this case, such as supervising the administration of the settlement) yields a lodestar of \$277,472.50. When claimants seek an amount in fees that is less than what they actually billed, the requested fee amount is generally considered reasonable. *See, e.g., Chun-Hoon v. McKee Foods Corp.*, 716 F. Supp. 2d 848, 854 (N.D. Cal. 2010) (finding that, if the court is asked to apply a negative multiplier, it “suggests the negotiated fee award is a reasonable and fair valuation of the services rendered to the class by Plaintiff’s Counsel.”).

Claimants’ Counsel would otherwise be entitled to a **positive** multiplier based on factors most commonly cited by courts, including: (1) the results obtained; (2) the contingent nature of the fee award; and (3) the skill displayed by counsel. *See Serrano III*, 20 Cal. 3d at 49; *Thayer v. Wells Fargo Bank*, 92 Cal. App. 4th 819, 835 (2001) (recognizing “results obtained” as a factor). Additionally, under California law, a 1.5 multiplier would be awarded **for the contingent risk factor alone**, and without the presence of other factors. *See Ctr. for Biological Diversity v. Cty. of San Bernardino*, 185 Cal. App. 4th 866, 900 (2010) (affirming a 1.5 risk multiplier in a non-complex statutory case and expressly rejecting the application of other multiplier factors). *See also Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1174 (2008) (affirming a 1.65 contingent risk multiplier in a wage and hour class action, explaining that “counsel risked never receiving any compensation *at all*” (emphasis in original)); *Pellegrino v. Robert Half Int’l*, 182 Cal. App. 4th 278, 292 (2010) (affirming a 1.75 multiplier due, in

part, to “Plaintiff’s Counsel not being paid for their work in the event that [defendant] prevailed on [an] affirmative defense.”).

The Requested Recovery In Litigation Expenses Is Reasonable. Claimants’ Counsel are also entitled to reimbursement of its discretionary litigation costs. Cal. Lab. Code §2699(g)(1). Out-of-pocket discretionary expenses are compensable if they would normally be billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991), *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142 (2008). Such discretionary costs may be claimed as part of an attorneys’ fees motion when seeking statutory fees under the Labor Code. *See Amaral*, 163 Cal. App. 4th at 1218 n. 27 (awarding costs that are necessarily incurred). The following chart reflects the costs incurred by Claimants’ Counsel:

Cost & Expense Categories	Amount
Arbitration Fees	\$811.96
Copying, Printing & Scanning and Facsimiles	\$47.25
Court Fees, Courier Fees, Filings & Service of Process	\$6,317.60
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$67.59
Investigation Services	\$3,567.89
Mediation Fees	\$5,750.00
Research Services (PACER, Westlaw, etc.)	\$263.54
Travel-Related Costs & Expenses	\$35.00
Postage & Mailings	\$2.35
Total	\$16,863.18

As indicated above, Claimant’s Counsel advanced \$16,863.18 in out-of-pocket costs. (Perez Decl. ¶ 20.) Because these reasonable costs were necessarily incurred during the case’s pendency, they should be reimbursed to Claimants’ Counsel.

NOW THEREFORE, the Parties stipulate to settle this matter according to the terms and conditions set forth in the PAGA Settlement Agreement attached hereto as Exhibit 1.

IT IS SO STIPULATED.

CAPSTONE LAWYERS APC

Dated: July 11, 2024

/s/ Raul Perez

Raul Perez

Attorneys for Claimants Angel Arias-Brannon and
Maura Gamero

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**ATKINSON, ANDELSON, LOYA, RUUD &
ROMO**

Dated: July 11, 2024

/s/ Michael J. O'Connor, Jr.
Michael J. O'Connor, Jr.
Attorneys for Defendants JIB Holdings I LLC, Allied
Restaurant Management, LLC, Desert Jack, LLC,
and Envision Foods, LLC

Exhibit A

PAGA SETTLEMENT AGREEMENT

Subject to approval by the Arbitrator, and in turn, confirmation by the Court, Claimants Angel Arias-Brannon and Maura Gamero (“Claimants”) and Respondents JIB Holdings I LLC, Allied Restaurant Management, LLC, Desert Jack, LLC, and Envision Foods, LLC (“Respondents”) (collectively with Claimants, the “Parties”) hereby enter into this binding settlement (“Settlement” or “Settlement Agreement”) of Claimants’ respective claims (“Claims”) against Respondents arising under the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Arbitrator” means the arbitrator assigned by JAMS to preside over Claimants’ Claims in arbitration.

2. “Claimants’ Counsel” means Capstone Law APC.

3. “Court” means the Superior Court for the State of California, County of Kern, and specifically the court presiding over the action entitled *Angel Arias-Brannon v. JIB Holdings I, LLC, et al.*, No. BCV-23-100640 (Kern County Superior Court).

4. “Gross Settlement Amount” means the settlement amount of Six Hundred Sixty Thousand Dollars (\$660,000), to be paid by Respondents in full satisfaction of all Settled & Released Claims, plus any interest earned in the QSF, defined below, and before distribution.

5. “LWDA” means the California Labor and Workforce Development Agency.

6. “PAGA Notices” means collectively: (a) Claimant Angel Arias-Brannon’s letter to Respondents and the LWDA pursuant to Labor Code section 2699.3(a), dated December 14, 2022; and (b) Claimant Maura Gamero’s letter to Respondents and the LWDA pursuant to Labor Code section 2699.3(a), dated June 24, 2021.

7. “PAGA Penalties Fund” means the Gross Settlement Amount less the approved amount for Attorneys’ Fees and Costs and Settlement Administrator Costs.

8. “PAGA Settlement Members” means all persons who were employed by Respondents in the State of California in non-exempt positions at any time during the Settlement Period. For purposes

of this Settlement only, and not otherwise as an admission of any misconduct or wrongdoing by Respondents, Responds and Claimants stipulate that all PAGA Settlement Members are aggrieved employees pursuant to PAGA.

9. “Pay Period(s)” means, consistent with the definition provided by Labor Code section 204, the number of pay periods during which each PAGA Settlement Member worked during the Settlement Period.

10. “Respondents’ Counsel” means Atkinson, Andelson, Loya, Ruud & Romo.

11. “Settled & Released Claims” means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged or could have been alleged to have been violated in Claimants’ PAGA Notices and/or their Complaints with respect to PAGA Settlement Members based on the facts alleged therein during the Settlement Period.

12. “Settlement Period” means the period from September 3, 2021 through December 31, 2023.

RECITALS

13. On or about June 24, 2021, Claimant Gamero provided notice to the LWDA and Respondents of her intent to sue Respondents for all civil penalties arising from various alleged violations by Respondents of the California Labor Code.

14. On or about August 31, 2021, Claimant Gamero filed a Complaint, on a representative basis, under California’s Private Attorney General Act (PAGA) (Labor Code § 2699 et seq.), against Respondents in the San Bernardino Superior Court, entitled *Maura Gamero v. JIB Holdings I, LLC, Allied Restaurant Management, LLC, Desert Jack, LLC, Envision Foods, LLC, ENV Management, LLC (later dismissed), TNH Partners, LLC (later dismissed), and Does 1-10*, Case No. CIVSB2125306. Claimant Gamero’s Complaint alleges claims on behalf of herself and other aggrieved employees (*i.e.*, on a representative basis) for: (1) unpaid overtime; (2) unpaid minimum wages; (3) meal period violations; (4) rest period violations; (5) noncompliant wage statements and failure to maintain accurate records; (6) untimely payment of wages during employment; (7) untimely payment of final wages; (8) failure to provide suitable seating; and (9) unreimbursed business expenses.

15. On or about December 14, 2022, Claimant Arias-Brannon provided notice to the

1 LWDA and Respondents of his intent to sue Respondents for all civil penalties related to and arising
2 from various alleged violations by Respondents of the California Labor Code.

3 16. On or about March 2, 2023, Claimant Arias-Brannon filed a complaint against
4 Respondents in Kern County Superior Court, Case No. BCV-23-100640, alleging claims on behalf of
5 himself and other aggrieved employees (i.e., on a representative basis) for: (1) unpaid overtime; (2)
6 unpaid minimum wages; (3) meal period violations; (4) rest period violations; (5) noncompliant wage
7 statements and failure to maintain accurate records; (6) untimely payment of final wages; (7) untimely
8 payment of wages during employment; (8) failure to provide reporting time pay; (9) unreimbursed
9 business expenses; (10) PAGA claims; (11) unlawful business practices; and (12) unfair business
10 practices.

11 17. Counsel for all Parties have thoroughly investigated the facts relating to the claims
12 alleged in Claimants' complaints and have made a thorough study of the legal principles applicable to
13 the claims asserted against Respondents. Based on their investigation and evaluation of this case,
14 Claimants' Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all
15 known facts and circumstances, including the defenses asserted by Respondents, potential adverse
16 findings regarding liability, and numerous potential appellate issues.

17 18. Respondents denied, and continue to deny, each and every claim and contention alleged
18 against them, and has always maintained that they never engaged in any unlawful acts regarding any of
19 the matters alleged by Claimants.

20 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions set forth,
21 the Parties agree as follows:

22 **TERMS**

23 19. Gross Settlement Amount. In consideration for Claimants' promises and representations
24 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,
25 Respondents will pay a total of Six Hundred Sixty Thousand Dollars (\$660,000) ("Gross Settlement
26 Amount") to settle the Settled & Released Claims. The Gross Settlement Amount includes (1) all of
27 Claimants' attorneys' fees, litigation costs and expenses, Settlement Administration Costs, (2) all
28 payments to the PAGA Settlement Members, and (3) all payments to the LWDA for its share of the

PAGA Penalties Fund. The Gross Settlement Amount is an all-in, all-inclusive settlement amount. No portion of the Gross Settlement Amount will be retained by, or revert to, Respondents.

20. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to PAGA Settlement Members 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 Action with respect to PAGA Settlement Members. 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 PAGA Settlement Members according to the following formula:

20(a) Respondents will calculate: (i) the total number of pay periods worked by each PAGA Settlement Member during the Settlement Period, and (ii) the total number of pay periods worked by all PAGA Settlement Members during the Settlement Period.

20(b) To determine each PAGA Settlement Members' payment from the PAGA Penalties Fund, Respondents will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund × [Pay Periods Worked by Individual PAGA Settlement Member During the Settlement Period ÷ Total Pay Periods Worked by All PAGA Settlement Members during the Settlement Period]. In no event will the aggregate amount of payment to the PAGA Settlement Members' exceed 25% of the PAGA Penalties Fund.

21. Attorneys' Fees and Costs. Respondents agree not to oppose or impede any application or motion by Claimants' Counsel for attorneys' fees of not more than Two Hundred Thirty Thousand Dollars (\$230,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Claimants' Counsel's litigation and settlement of the Settled & Released Claims (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 ("Attorneys' Fees and Costs").

22. 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

1 tax forms to PAGA Settlement Members, the LWDA, Claimants, and Claimants' Counsel. The
2 Settlement Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate
3 that there are approximately Five Thousand Three Hundred (5,300) PAGA Settlement Members,
4 Settlement Administration Costs are estimated at Twenty-Six Thousand Dollars (\$26,000).

5 23. Arbitrator Approval of the Settlement, Confirmation of the Arbitrator's Award by the
6 Court, Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the
7 Arbitrator and the LWDA. The Parties will request that the Arbitrator issue an award approving and
8 incorporating by reference the terms and conditions of the Settlement Agreement (the "Award"). Within
9 ten (10) business days after entry of the Award, the Parties will jointly petition the Court to confirm the
10 Award. Within ten (10) business days after the Court confirms the Award, the Parties will stipulate to
11 dismiss with prejudice the action entitled *Maura Gamero v. JIB Holdings I, LLC, et al.*, Case No.
12 CIVSB2125306 (San Bernardino County Superior Court) ("*Gamero Action*"). The date on which the
13 *Gamero Action* is dismissed with prejudice will be the "Effective Date" of this Agreement.

14 24. List of PAGA Settlement Members. Within thirty (30) calendar days after the Effective
15 Date, Respondents will provide the Settlement Administrator, on a confidential basis and for use only
16 with respect to fulfilling the Settlement Administrator's obligations related to this Settlement, a complete
17 list of all PAGA Settlement Members ("PAGA Settlement Member List"). The PAGA Settlement
18 Member List will be formatted in Microsoft Office Excel and will include each PAGA Settlement
19 Member's full name; most recent mailing address and telephone number on file with Respondents;
20 Social Security number; the respective number of pay periods during which each PAGA Settlement
21 Member worked during the Settlement Period; and any other relevant information needed to calculate
22 settlement payments.

23 25. Funding of the Settlement in Two Installments. Within seven (7) calendar days after the
24 Effective Date, Respondents will deposit half of the Gross Settlement Amount, or Three Hundred Thirty
25 Thousand Dollars (\$330,000), into a Qualified Settlement Fund ("QSF") to be established by the
26 Settlement Administrator. Respondents will deposit the remaining half of the Gross Settlement Amount,
27 or Three Hundred Thirty Thousand Dollars (\$330,000), no later than one hundred eighty (180) days after
28 the first installment. Within fourteen (14) calendar days after the entire Gross Settlement Amount is

1 funded, the Settlement Administrator will issue payments via First Class U.S. Mail to: (a) PAGA
2 Settlement Members; (b) the Labor and Workforce Development Agency; (c) Claimants' Counsel; and
3 (d) itself. The Settlement Administrator, and not Respondents, will issue the appropriate tax forms for all
4 payments issued under this Settlement by no later than January 31 of the year following payment.

5 26. Settlement Payments to PAGA Settlement Members. The Settlement Administrator will
6 issue each PAGA Settlement Member one check for his or her share of the PAGA Penalties Fund along
7 with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will
8 perform a search based on the National Change of Address Database for information to update and
9 correct for any known or identifiable address changes. Any checks returned as non-deliverable on or
10 before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the
11 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
12 will promptly attempt to determine the correct address using a skip-trace, or other search using the name,
13 address or Social Security number of the PAGA Settlement Member involved, and will then perform a
14 single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed
15 checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement
16 Administrator will be tendered to the LWDA. All settlement payments to PAGA Settlement Members
17 will be treated as miscellaneous income for which a 1099 will be issued.

18 27. Settled & Released Claims. Upon entry of the Award, Claimants and all PAGA
19 Settlement Members will be forever barred from pursuing against Respondents, inclusive of
20 Respondents' officers, directors, members, shareholders, owners, operators, managing agents, managers,
21 predecessors, successors, affiliates, assignees, franchisors, franchisees, joint employers, joint venturers,
22 and agents, any and all Settled & Released Claims during the Settlement Period. PAGA Settlement
23 Members, other than Claimants, will not be deemed to have released any individual *non-PAGA* wage
24 and hour claims by virtue of this Settlement.

25 28. No Right to Exclusion or Objections by Representative Action Members. Because this
26 settlement resolves claims and actions brought pursuant to PAGA by Claimants acting as proxies and as
27 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no
28 PAGA Settlement Member has the right to exclude himself or herself from the Settlement. PAGA

1 Settlement Members will be bound by the terms of the Settlement Agreement, upon its approval by the
2 Arbitrator, regardless of whether he or she cashes any payment received as a result of this Settlement.
3 The Parties also agree that no PAGA Settlement Member has the right to object to the terms of the
4 Settlement Agreement.

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

12 30. Tax Treatment and Tax Indemnification. PAGA Settlement Members will assume any
13 tax obligations or consequences which may arise from their receipt of their portion of the PAGA Fund
14 under this Settlement, and will indemnify and hold Respondents and the Released Parties harmless if any
15 state or federal taxing authority contacts, investigates, or pursues any action against any PAGA
16 Settlement Members for their individual share of taxes related to any payments made under this
17 Settlement or any compensation provided at any time by Defendants or any of the Released Parties. Each
18 PAGA Settlement Member shall be responsible for their own defense of and payment for any claim of
19 unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA
20 Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has
21 questions about any liability to any state or federal taxing authority, they shall contact the Settlement
22 Administrator. The PAGA Settlement Members shall not contact Defendants, any of the Released
23 Parties, Defense Counsel, or Plaintiff's Counsel.

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

28 32. Nullification of Settlement Agreement. In the event that: (a) the Arbitrator does not

1 approve the Settlement as provided herein; (b) the Court does not confirm the Award; or (c) the
2 Settlement does not become final for any other reason, then this Settlement Agreement, and any
3 documents generated to bring it into effect, will be null and void, and the Parties will be returned to their
4 original respective positions, pre-settlement and pre-submission of the *Brannon* matter to arbitration,
5 inclusive of the Parties' submission of the proposed global settlement of the *Brannon* and *Gamero*
6 matters for approval, with any and all rights, privileges, and defenses intact.

7 33. Continued Jurisdiction. After entry of the Award, the Arbitrator will have continuing
8 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the
9 Settlement, (b) settlement administration matters, and (c) such post-Award matters as may be appropriate
10 under court rules or as set forth in this Settlement.

11 34. Entire Agreement. With the exception of the Parties' separate, individual claims-only
12 settlement agreements, this Settlement Agreement constitutes the entirety of the Parties' settlement
13 terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the
14 Parties.

15 35. Amendment or Modification. This Settlement Agreement may be amended or modified
16 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
17 Parties, and approved by the Arbitrator.

18 36. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
20 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
21 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
22 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
23 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
24 reach agreement on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
26 may seek the assistance of the Arbitrator to resolve such disagreement.

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

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

39. Execution and Counterparts. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

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

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

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

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

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

45. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed

more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

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

48. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. This Agreement, however, shall be null and void, and inadmissible for any purpose by any Party or otherwise, if the Arbitrator or the Court should not approve the Parties' Settlement.

49. 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 Respondents. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared or exchanged, 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.

50. No Press Release or Publicity Regarding the Terms of Settlement. Claimants and

1 Claimants' Counsel, as well as Respondents and Respondents' Counsel, agree that they will not issue
2 any media or press release, initiate any contact with the media or the press, respond to any media or press
3 inquiry or have any communications with the media or the press about the fact, amount or terms of this
4 Settlement or the Claims. Further, Plaintiff and Plaintiff's Counsel shall not advertise or publicize or
5 refer to the fact or amount of the Settlement, or the Claims, on their website(s), social media, any other
6 marketing materials, or legal publication (not including court filings). Respondents shall be allowed to
7 report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory
8 requirements or with respect to any financial or other disclosures which are legally necessary. Nothing in
9 this paragraph shall limit Claimants' Counsel's ability to discuss the terms of the settlement with PAGA
10 Settlement Members or to comply with any express Court orders.

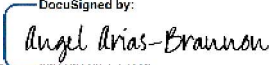
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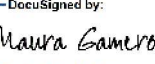
Dated: 5/13/2024

CLAIMANT

DocuSigned by:

Angel Arias-Brannon

Dated: 3/11/2024

CLAIMANT

DocuSigned by:

Maura Gamero

RESPONDENTS

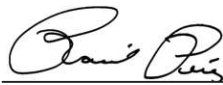
Dated:

Navid Sharafatian, as a Manager/Officer of
JIB Holdings I LLC; Allied Restaurant Management,
LLC; Desert Jack, LLC; and Envision Foods, LLC

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 3/11/2024


Raul Perez

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated:

Michael J. O'Connor, Jr.

1 **READ CAREFULLY BEFORE SIGNING**

2 **CLAIMANT**

3 Dated: _____

4 _____
Angel Arias-Brannon

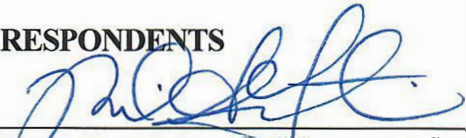
5 **CLAIMANT**

6 Dated: _____

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Maura Gamero

8 **RESPONDENTS**

9 Dated: 3/11/2024

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12 Navld Sharafatian, as a Manager/Officer of
13 JIB Holdings I LLC; Allied Restaurant Management,
14 LLC; Desert Jack, LLC; and Envision Foods, LLC

15 **APPROVED AS TO FORM**

16 **CAPSTONE LAW APC**

17 Dated: _____

18 _____
19 Raul Perez

20 **ATKINSON, ANDELSON, LOYA, RUUD &
21 ROMO**

22 Dated: 3/19/2024

23 
24 _____
25 Michael J. O'Connor, Jr.

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From *Angel Arias-Brannon v. JIB Holdings I, LLC*, No. JAMS Ref No. 5220006093 / *Gamero v. JIB Holdings I, LLC*, JAMS Ref No. 5210000293

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

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Angel Arias-Brannon v. JIB Holdings I, LLC*, No. JAMS Ref No. 5220006093 / *Gamero v. JIB Holdings I, LLC*, JAMS Ref No. 5210000293 (the "Lawsuits").

The Lawsuits were filed against Defendants JIB Holdings I LLC, Allied Restaurant Management, LLC, Desert Jack, LLC, and Envision Foods, LLC ("Defendants") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Lawsuits were brought 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 Lawsuits were brought.

The Plaintiffs in the Lawsuits 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.

There has been no ruling on the merits of the Lawsuits, but the settlement of PAGA civil penalties has been approved, 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.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter, and all involved releases, as to civil penalties. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual non-PAGA claims based on alleged violations of the Labor Code or of a California Wage Order, for which they may have a private right of action, by virtue of the Settlement. If you should have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Robert J. Drexler, Jr. (SBN 119119)
Robert.Drexler@capstonelawyers.com
3 Jonathan Lee (SBN 267146)
Jonathan.Lee @capstonelawyers.com
4 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
5 Los Angeles, California 90067
Telephone: (310) 556-4811
6 Facsimile: (310) 943-0396

7 Attorneys for Claimants Angel Arias-Brannon and Maura Gamero

8 **JAMS ARBITRATION**

9
10 ANGEL ARIAS-BRANNON, individually, and
11 as an aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

12 Claimant,

13 vs.

14 JIB HOLDINGS I, LLC, a California limited
liability company; ALLIED RESTAURANT
15 MANAGEMENT, LLC, a California limited
liability company; DESERT JACK, LLC, a
16 California limited liability company;
ENVISION FOODS, LLC, a California limited
17 liability company; and DOES 1 through 10,
inclusive,

18 Respondents.
19

JAMS REFERENCE NO. 5220006093

**DECLARATION OF RAUL PEREZ IN
SUPPORT JOINT STIPULATION RE PAGA
PENALTY SETTLEMENT**

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violations; (4) rest period violations; (5) noncompliant wage statements and failure to maintain accurate records; (6) untimely payment of final wages; (7) untimely payment of wages during employment; (8) failure to provide reporting time pay; (9) unreimbursed business expenses; (10) PAGA claims; (11) unlawful business practices; and (12) unfair business practices (“Gamero Action”).

6. On August 5, 2022, Respondents filed a motion to compel the arbitration of Gamero’s individual claims. On October 26, 2022, the San Bernardino County Superior Court granted the motion. Gamero filed her claim in arbitration on January 20, 2023, JAMS Reference No. 5210000293.

7. On March 7, 2024, Arias-Brannon and Respondents jointly stipulated to arbitrate Arias-Brannon’s individual claims.

8. After months of settlement negotiations, the Parties were eventually able to negotiate a complete settlement of both Arias-Brannon’s and Gamero’s individual and non-individual PAGA claims.

9. The settlement of Claimants’ non-individual PAGA claims are set forth in complete and final form in the PAGA Settlement Agreement. A copy of the PAGA Settlement Agreement has been uploaded to the LWDA’s website.

10. It is my opinion that the settlement constitutes a fair, adequate, and reasonable compromise of the PAGA claims at issue. This opinion is informed by my experience litigating and settling wage and hour actions, and my firm’s thorough investigation into the factual and legal issues implicated by Claimants’ claims and Respondents’ defenses.

11. Prior to filing their respective lawsuits, Claimants contacted Claimants’ Counsel to discuss the factual bases for pursuing a PAGA action against Respondents for Labor Code violations. Claimants were intimately familiar with Respondents’ labor policies and practices, and over the course of multiple interviews, knowledgeably summarized those policies and practices to Claimants’ Counsel. During those interviews, they explained how the policies and practices were instituted and provided valuable insight into how they gave rise to the alleged Labor Code violations. Based on these interviews with Claimants, Claimants’ Counsel determined that there were legally sufficient grounds for pursuing their respective actions against Respondents.

12. Claimants’ Counsel prepared detailed letters to notify the LWDA of Claimants’ intent to

1 seek civil penalties and other available relief recoverable under PAGA for Labor Code violations.
2 Significant research and effort were expended to prepare a PAGA notice that was consistent with the
3 developing legal requirements so as to withstand any challenge from Respondents regarding the notice's
4 sufficiency. And in preparation for drafting the complaint, Claimants' Counsel conducted their own
5 preliminary investigation into the factual bases for Claimants' claims, which entailed, *inter alia*, a careful
6 examination of Claimants' employment records.

7 13. In response to Claimants' formal and informal discovery requests, Claimants' Counsel
8 received a considerable amount of documents and data, including employee demographic data, a sample
9 of PAGA Settlement Members' time records, and Respondents' California labor policies and procedures
10 manuals which covered a broad range of topics including, *inter alia*, employee clock-in policies and
11 procedures, attendance policies, meal periods/rest periods, overtime & premium pay, etc.

12 14. In summary, Claimants' Counsel performed a thorough investigation into the claims at
13 issue, which included: (1) determining Claimants' suitability through interviews, background
14 investigations, and analyses of their employment files and related records; (2) evaluating all of
15 Claimants' potential representative claims; (3) researching similar PAGA actions as to the claims
16 brought, the nature of the positions, and the type of employer; (4) analyzing a sample of PAGA
17 Settlement Members' time records; (5) reviewing Respondents' California labor policies and procedures
18 manuals; (6) researching settlements in similar cases; and (7) evaluating Claimants' claims and
19 estimating Respondents' liability for purposes of settlement.

20 15. By engaging in such a thorough investigation and evaluation of Claimants' PAGA
21 claims, Claimants' Counsel can opine that the Settlement, for the consideration and on the terms set forth
22 in the Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of LWDA and
23 Aggrieved Employees in light of all known facts and circumstances, including the risk of significant
24 delay and uncertainty associated with litigation, and various defenses asserted by Respondents.

25 **ATTORNEYS' FEES AND COSTS**

26 16. I have reviewed a summary of the billing records for the Arias-Brannon Action and
27 Gamero Action, which are maintained during the regular course of business and billed
28 contemporaneously. The combined bill for attorneys' fees is summarized in the chart below:

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Mark Ozzello	Fmr. Senior Counsel	1984	\$950	53.8	\$51,110.00
Robert Drexler	Partner	1985	\$950	44	\$41,800.00
Raul Perez	Partner	1994	\$950	21.9	\$20,805.00
Liana Carter	Senior Counsel	1999	\$800	25.2	\$20,160.00
Jamie Greene	Partner	2007	\$650	17.1	\$11,115.00
Eduardo Santos	Senior Counsel	2007	\$650	14.8	\$9,620.00
Anthony Castillo	Senior Counsel	2009	\$625	39.2	\$24,500.00
Mao Shiokura	Senior Counsel	2009	\$625	11.6	\$7,250.00
Jonathan Lee	Senior Counsel	2009	\$625	11.1	\$6,937.50
Brandon Brouillette	Fmr. Senior Counsel	2010	\$600	61.6	\$36,960.00
Joseph Hakakian	Fmr. Associate	2018	\$475	99.4	\$47,215.00
Total				399.7	\$277,472.50

17. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *See, e.g., Madrigal v. Solage Management, Inc.*, No. CIV2100081 (Marin County Superior Court Dec. 5, 2023) (approving Capstone's rates for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)); *Juarez v. TWM/Fresno, LLC*, No. STK-CV-UOE-2022-0002562 (San Joaquin County Superior Court Nov. 16, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625-\$950)); *Jimenez v. Apple Core Enterprises, Inc.*, No. CIVSB2134762 (San Bernardino County Superior Court Nov. 7, 2023) (approving Capstone's rates for Associates (\$425) and Senior Counsel/Partners (\$625-\$950)); *Ortega v. Cirks Construction, Inc.*, No. 34-2022-00316370-CU-OE-GDS (Sacramento County Superior Court Oct. 4, 2023) (approving Capstone's rates for Associates (\$475-\$500) and Senior Counsel/Partners (\$600-\$950)); *Rodriguez v. Imperial Western Products, Inc.*, No. CVRI2000071 (Riverside County Superior Court Sep. 20, 2023) (approving Capstone's rates Senior Counsel/Partners (\$625-\$950)); *Garcia v. Barney's College, Inc.*, No. RG21113350 (Alameda County Superior Court June 12, 2023) (approving Capstone's rates for Associates (\$450-\$475) and Senior Counsel/Partners (\$650 to \$950)); *Gonzaga v. Molina Healthcare, Inc.*, No. 21STCV03598 (Los Angeles County Superior Court Feb. 2, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Amaral v. Unify Financial Credit Union*, No. 20STCV36466 (Los Angeles County Superior Court Jan. 31, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Johnson v. Equity Residential*

1 *Services, LLC*, No. MSC19-02145 (Contra Costa County Superior Court Nov. 1, 2022) (approving
2 Capstone’s rates for Associates (\$500) and Senior Counsel/Partners (\$625 to \$950)); *Lopez v. Big Creek*
3 *Lumber Company*, No. 21CV-00613 (Merced County Superior Court Oct. 31, 2022) (approving
4 Capstone’s rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Villagomez v.*
5 *Agemark Corp.*, No. CV-19-004058 (Stanislaus County Superior Court Oct. 19, 2022) (approving
6 Capstone’s rates for Senior Counsel and Partners (\$625 to \$950)); *Ceja v. El Toro Loco Market, LLC*,
7 No. BCV-21-101202 (Kern County Superior Court Oct. 12, 2022) approving Capstone’s rates for
8 Associates (\$475-\$525) and Senior Counsel/Partners (\$625 to \$950)).

9 18. Other courts have approved hourly rates in this range for plaintiff’s side law firms. *See*
10 *Marshall v. Northrup Grumman Corp.*, No. 16-cv-06794, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18,
11 2020) (approving attorney rates between \$490 and \$1,060 per hour); *Edwards v. First Am. Corp.*, No.
12 07-cv-03796, 2016 WL 8999934, at *5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found reasonable);
13 *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, No. 15-cv-01614, 2018 WL 8334858, at *6 (C.D. Cal.
14 July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys with more than ten
15 years of experience, \$325 to \$575 per hour for attorneys with 10 or fewer years of experience, and \$250
16 per hours for paralegals and clerks); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-cv-05923, 2015 WL
17 2438274, at *5 (N.D. Cal. May 21, 2015) (rates ranging \$475-\$975 for partners, \$300-\$490 for
18 associates); *In re Toyota Motor Corp. Unint. Accel. Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 10-
19 ml-02151, 2013 WL 12327929, at *33 n.13 (C.D. Cal. July 24, 2013) (rates ranging from \$150-\$950);
20 *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *10 (C.D. Cal. Nov. 21,
21 2022) (finding that, in Los Angeles, partners litigating class action matters have hourly rates ranging
22 from \$304 to \$965, and associates have hourly rates ranging from \$287 to \$719); *Alvarez v. Sirius XM*
23 *Radio Inc.*, No. CV 18-8605 JVS(SSX), 2021 WL 1234878, at *11 (C.D. Cal. Feb. 8, 2021) (finding
24 hourly rates ranging from \$450 for an associate to \$950 for a partner “are reasonable given prevailing
25 rates in the Los Angeles region”); *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL
26 3688452, at *15 (N.D. Cal. May 25, 2023) (approving rates in a class action of \$875–\$1,195 per hour for
27 partners; \$385–\$850 per hour for associates).

28 19. Finally, Capstone’s rates are in line with the adjusted Laffey Matrix, which is a fee scale

that courts often consult in determining the reasonableness of hourly rates. *See* Exhibit 1.

20. As summarized in the table below, counsel has incurred a total of \$16,863.18 in costs and expenses to date.

Cost & Expense Categories	Amount
Arbitration Fees	\$811.96
Copying, Printing & Scanning and Facsimiles	\$47.25
Court Fees, Courier Fees, Filings & Service of Process	\$6,317.60
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$67.59
Investigation Services	\$3,567.89
Mediation Fees	\$5,750.00
Research Services (PACER, Westlaw, etc.)	\$263.54
Travel-Related Costs & Expenses	\$35.00
Postage & Mailings	\$2.35
Total	\$16,863.18

CAPSTONE LAW APC FIRM PROFILE

21. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues.

22. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

23. Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

24. Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and

1 that consumers need not satisfy class certification requirements to enjoin unfair business practices on
2 behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed
3 a denial of class certification, making law that clarified the use of “benefit of the bargain” damages
4 models in consumer class actions.

5 25. Capstone served as class counsel in a number of significant wage and hour settlements,
6 including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case
7 No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v.*
8 *Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of
9 pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour*
10 *Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an
11 \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.

12 26. Capstone has an established practice in automotive defect class actions and is currently
13 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.
14 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
15 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

16 27. Capstone has settled over 100 high-stakes class and representative actions. Capstone’s
17 settlements have directly compensated hundreds of thousands of California workers and consumers.
18 Capstone’s actions have also forced employers to modify their policies for the benefit of employees,
19 including changing the compensation structure for commissioned employees and changing practices to
20 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
21 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
22 California.

23 28. The following is a representative sample of Capstone’s settlements:

- 24 a. *Navarro v. United Parcel Service, Inc.*, No. BC592098 (LA County
25 Superior Court): gross settlement of \$16.5 million on behalf of
26 approximately 180,000 non-exempt employees for wage and hour
27 violations;
- 28 b. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-

1 PLA (N.D. Cal.): gross settlement of \$12 million on behalf of
2 approximately 150,000 personal bankers, tellers, sales associates, and
3 assistant branch manager trainees for wage and hour violations;
4 c. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash
5 payments and unique buyback program for nearly 2 million consumers;
6 d. *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross
7 settlement of \$10 million on behalf of over 19,000 non-exempt
8 PetSmart employees for wage and hour violations;
9 e. *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross
10 settlement of \$9 million on behalf of approximately 1,200 pharmacists
11 for wage and hour violations;
12 f. *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura
13 Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig
14 workers for sleep time and other wage violations;
15 g. *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super.
16 Ct.): gross settlement of \$5.7 million on behalf of approximately 650
17 sales representatives;
18 h. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino
19 Super. Ct.): gross settlement of \$5.5 million for approximately 5,500
20 non-exempt employees.
21 i. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of
22 \$5.4 million in a case alleging FCRA violations;
23 j. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.):
24 gross settlement of \$5 million on behalf of over 12,000 nonexempt
25 employees;
26 k. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP
27 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt
28 employees;

Exhibit 1

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 2

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over two hundred million dollars in recovery for employees and consumers:

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- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
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SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

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- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class

certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshalls of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million

dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored Defective Prosthetic Devices: Strict Tort Liability for the Hospital? 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of

employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Cody Padgett. Cody Padgett is a senior counsel with Capstone Law. Mr. Padgett prosecutes automotive defect and other consumer class action lawsuits during all stages of litigation. His work has been integral to achieving contested class certification in several automotive defect cases, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles), *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-08629 (C.D. Cal.) (certifying a class of owners/lessees of Toyota vehicles), and *Victorino v. FCA US, LLC*, No. 16-01617 (S.D. Cal.) (certifying a class of owners/lessees of Dodge Dart vehicles). Mr. Padgett's efforts have also contributed to major settlements of automotive defect and consumer cases, providing substantial monetary relief to millions of class members, valued in the hundreds of millions of

dollars. See, e.g., *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers).

Prior to joining Capstone Law, Mr. Padgett assisted with the defense of major felony cases at the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*. Mr. Padgett is admitted to practice in California, before the Ninth Circuit Court of Appeals, and before United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of

dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaepour. Roxanna Tabatabaepour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act ("PAGA") representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor's degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from

investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as “Lemon Law.” He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in 2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Laura Goolsby. Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean’s List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum

wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Joey Parsons. Joey Parsons is an associate with Capstone. His practice primarily involves wage-and-hour class actions and PAGA representative actions. Previously, Joey was an associate at a boutique firm where he represented California employees in all facets of employment law, including claims brought under the FEHA, Title VII, and the California Labor Code. Joey is a graduate of the University of Alabama School of Law, where he competed on the Labor and Employment Moot Court team and served as the Executive Articles Editor for the Alabama Law & Psychology Review. Joey received his bachelor's degree in history from Virginia Tech.

Jezzette Ron. Jezzette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in

numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal (www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.

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JAMS ARBITRATION

ANGEL ARIAS-BRANNON, individually, and
as an aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”),

Claimant,

vs.

JIB HOLDINGS I, LLC, a California limited
liability company; ALLIED RESTAURANT
MANAGEMENT, LLC, a California limited
liability company; DESERT JACK, LLC, a
California limited liability company;
ENVISION FOODS, LLC, a California limited
liability company; and DOES 1 through 10,
inclusive,

Respondents.

JAMS REFERENCE NO. 5220006093

**ARBITRATOR’S AWARD APPROVING
PAGA SETTLEMENT AGREEMENT**

1 The Arbitrator has received and considered the application of Claimants Angel Arias-Brannon
2 and Maura Gamero as aggrieved employees, and as private attorneys general under the Labor Code
3 Private Attorneys General Act of 2004, §§ 2698, *et seq.* (“PAGA”), for approval of the Parties’ PAGA
4 Settlement Agreement (“Settlement”). **GOOD CAUSE** having been shown, the Arbitrator hereby
5 approves the Settlement.

6 This Award hereby adopts and incorporates by reference the terms and conditions of the
7 Settlement.

8 The Arbitrator has considered all relevant factors for determining the fairness of the Settlement,
9 and has concluded that all such factors weigh in favor of approving the Settlement. In particular, the
10 Arbitrator finds that the Settlement was reached following meaningful discovery and investigation
11 conducted by Claimants; that the Settlement is the result of serious, informed, adversarial, and arm’s-
12 length negotiations between the Parties; and that the terms of the Settlement are in all respects fair,
13 adequate, and reasonable.

14 In so finding, the Arbitrator has considered all evidence presented, including evidence regarding
15 the strength of Claimants’ PAGA claims; the risk, expense, and complexity of the claims presented; the
16 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
17 discovery completed; and the experience and views of counsel. The Parties have provided the Arbitrator
18 with sufficient information about the nature and magnitude of the claims being settled, as well as the
19 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
20 which the Parties have agreed.

21 Accordingly, the Arbitrator hereby finds that the Settlement is, in all respects, fair, reasonable,
22 adequate and hereby directs implementation of all remaining terms, conditions, and provisions of the
23 Settlement.

24 The Settlement is not an admission by Respondents, nor is this Award a finding of the validity of
25 any allegations or of any wrongdoing by Respondents. Neither this Award, the Settlement, nor any
26 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
27 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by
28 or against Respondents.

1 The Arbitrator approves the gross settlement amount of \$660,000. After deducting the approved
2 amounts for attorneys' fees and costs, and settlement administration costs, the net settlement amount of
3 \$387,136.82 will be allocated as follows: Seventy-Five Percent (75%), or approximately \$290,352.62,
4 shall be paid to the California Labor and Workforce Development Agency, and the remaining Twenty-
5 Five Percent (25%), or approximately \$96,784.20, shall be paid to PAGA Settlement Members.

6 The Arbitrator hereby awards \$230,000 in attorneys' fees and \$16,863.18 costs to Claimants'
7 Counsel, Capstone Law APC.

8 The Arbitrator appoints CPT Group, Inc. to serve as the Settlement Administrator, and approves
9 Settlement Administration Costs of \$26,000.

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11 **IT IS SO AWARDED.**

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13 Date _____

14 Hon. Glenda Sanders
15 JAMS
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