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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 FINAL AWARD
APPROVING PAGA SETTLEMENT
AGREEMENT**

1 The Arbitrator has received and considered the application of Claimants Angel
2 Arias-Brannon and Maura Gamero as aggrieved employees, and as private attorneys
3 general under the Labor Code Private Attorneys General Act of 2004, §§ 2698, *et seq.*
4 (“PAGA”), for approval of the Parties’ PAGA Settlement Agreement (“Settlement”). The
5 arbitrator has further read the Parties’ joint brief dated October 15, 2024, regarding her
6 power to approve the Settlement by way of an arbitration Award to be presented to the
7 Kern County Court (“Court”) for confirmation.

8 She has also read the Court’s Order dismissing the putative class allegations
9 alleged in the Superior Court action filed under Case No. BCV-23-100640 (“Action”),
10 approving the Parties’ stipulation to file an arbitration Demand concerning
11 Plaintiffs’/Claimants’ PAGA claims (both individual and representative), and declaring
12 that the Court shall retain continuing jurisdiction over the Parties and Action under Code
13 Civil Procedure § 664.6 for purposes of confirming and enforcing the Arbitrator’s award as
14 to Claimants’ settled individual and representative PAGA claims. (Court Order dated
15 March 7, 2024.)

16 Pursuant to the Parties’ “Binding Arbitration Agreement” filed in JAMS Access on
17 May 13, at 2024, the Arbitrator finds that JAMS Employment Arbitration Rules &
18 Procedures (Effective June 1, 2021) [“Rules”], California substantive law and the Federal
19 Arbitration Act govern this proceeding. By Notice to All Parties on July 21, 2024, JAMS
20 determined that JAMS Policy on Employment Arbitration Minimum Standards of
21 Procedural Fairness apply (“Minimum Standards”).

22 This Award hereby adopts and incorporates by reference the terms and conditions
23 of the Settlement. **GOOD CAUSE** having been shown, the Arbitrator hereby approves
24 the Settlement.

25 The Arbitrator has considered all relevant factors for determining the fairness of
26 the Settlement and has concluded that all such factors weigh in favor of approving the
27 Settlement. The Arbitrator finds that the Settlement was reached following meaningful
28 discovery and investigation conducted by Claimants; that the Settlement is the result of

1 serious, informed, and arm's-length negotiations between the Parties; and that the terms
2 of the Settlement are fair, adequate, and reasonable in view of PAGA's purposes to
3 remediate present labor law violations, deter future ones, and maximize the enforcement
4 of state labor laws. (*Moniz vs. Adecco USA Inc., USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021).)
5 The Arbitrator's evaluation of the Settlement focused upon PAGA's statutory purpose in
6 deterring labor code violations through the imposition of civil penalties with special
7 attention on whether the relief is genuine and meaningful rather than upon issues of
8 restitution, namely the average recovery per aggrieved employee, as in a class action
9 settlement. *Salazar vs. Sysco Central Cal.*, 2017WL 1135801, *2 (E.D. Cal. Feb. 2, 2017)

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

18 Accordingly, the Arbitrator hereby finds that the Settlement is, in all respects, fair,
19 reasonable, and adequate, and does not result in an award that is unjust, arbitrary and
20 oppressive, or confiscatory. (Labor Code § 2699 (e) (2).) Considering the arguments
21 presented by the Parties regarding the reasonableness of the attorneys' fees, the
22 Arbitrator hereby awards \$230,000 in attorneys' fees and \$16,863.18 in costs to
23 Claimants' Counsel, Capstone Law APC. (Joint Stipulation Re PAGA Penalty Settlement,
24 pgs.11 – 12.)

25 The Arbitrator hereby directs implementation of all remaining terms, conditions,
26 and provisions of the Settlement.

27 The Settlement is not an admission by Respondents, nor is this Award a finding of
28 the validity of any allegations or of any wrongdoing by Respondents. Neither this Award,

1 the Settlement, nor any document referred to herein, nor any action taken to carry out
2 the Settlement, may be construed as, or may be used as, an admission of any fault,
3 wrongdoing, omission, concession, or liability whatsoever by or against Respondents.

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

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

12 This Award is in full settlement of all claims submitted to the arbitration. All
13 claims, counterclaims, and defenses not expressly granted or denied.

14
15 **IT IS SO AWARDED.**

16
17 Date: December 26, 2024

18 *G. Sanders*

19 _____
20 Hon. Glenda Sanders (Ret.)
21 Arbitrator