

Harris Emran (State Bar #329674)
Kaitlin Martinez (State Bar #348006)
EMRAN LAW FIRM
415 Mission St, 37th FL
San Francisco, CA 94105
Telephone: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Attorneys for Plaintiff

Alden Parker (State Bar # 196808)
Brandon Kahoush (State Bar #311560)
FISHER & PHILLIPS, LLP
1 Montgomery Street, Ste 3400
San Francisco, CA 94104
Telephone: (415) 890-0041
Email: AParker@fisherphillips.com
BKahoush@fisherphillips.com

Attorneys for Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

JOSE VILLALOBOS, an individual and in his
representative capacity on behalf of himself,
the State of California, and fellow current and
former AGGRIEVED EMPLOYEES,

Plaintiff,

v.

BILLS NEWBURY, INC., a California
corporation, BILLS KOOSER INC., a
California Corporation, BILLS HOPYARD
INC., a California Corporation, BILLS
STEVENS CREEK INC., a California
corporation, GEORGE ZAFIRIS, an
individual, DIMITRIOS ZAFARIS, an
individual, and DOES 1-25,

Defendants.

Case No.: 24CV451459

[Action Filed: November 12, 2024]

**STIPULATION OF SETTLEMENT OF
PAGA ACTION AND RELEASE OF
CLAIMS**

This Stipulation of Settlement of PAGA Action Claims is entered into by and between Plaintiff Jose Villalobos (hereinafter “Plaintiff”), on behalf of himself and on behalf of the State of California and other similarly aggrieved employees, and Defendants Bills Newbury Inc. (“Bills Newbury”), Bills Hopyard Inc. (“Bills Hopyard”), Bills Stevens Creek Inc. (“Bills Stevens Creek”), Bills Kooser Inc. (“Bills Kooser”), Bills Café Inc., George Zafiris, Panagiotis Zafiris, and Dimitrios Zafiris (collectively, “Defendants”) (collectively the “Parties”)

I. DEFINITIONS

- 1.1 “Action” and “Operative Complaint” shall mean Plaintiff’s individual and PAGA lawsuit designated *Jose Villalobos v. Bills Newbury, Inc., et al.*, Santa Clara Superior Court Case No. 24CV451459, filed on November 12, 2024.
- 1.2 “Administrator” or “Settlement Administrator” means Apex Class Action, the neutral entity the Parties agreed to appoint to administer the settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement in the amount of Four Thousand Nine Hundred Ninety Dollars and Zero Cents (\$4,990.00) that will be deducted from the Gross Settlement Amount (defined below).
- 1.4 “Aggrieved Employees” consist of all current and former hourly or non-exempt employees that worked for Defendants in the State of California at any time during the PAGA Period (defined below).
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee information including names, addresses, phone numbers, social security numbers, and number of Affected Pay Periods worked by each Aggrieved Employee.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National

Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 “Court” means the Superior Court of California, County of Santa Clara, currently presiding over the Action.

1.8 “Defense Counsel” means Alden Parker, Esq. and Brandon Kahoush of Fisher & Phillips, LLP.

1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) dismisses the Action with prejudice.

1.10 “Funding Date” means the date by which Defendants have jointly and severally paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement.

1.11 “Gross Settlement Amount” means \$90,000.00 which is the total amount Defendants agree to jointly and severally pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Plaintiff as an aggrieved employee, attorneys’ fees, litigation costs, administration costs, and a payment to the aggrieved employees and State of California under the California Labor Code Private Attorneys General Act of 2004. (“GSA”)

1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties, approximately Ten Thousand Nine Hundred Eighty Six Dollars and Twenty Five Cents (\$10,986.25), calculated according to the number of pay periods an individual allegedly worked for Defendants in California during the PAGA Period as determined by Defendants’ business records reflecting dates of employment.

1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.15 “LWDA PAGA Payment” means the 75% of the Net Settlement Amount, approximately Thirty-Two Thousand Nine Hundred Fifty Eight- Dollars and Seventy Two Cents (\$32,958.72) allocated to PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. After the amounts for attorneys’ fees, costs, and administration costs, are deducted from the Gross Settlement Amount, all amounts remaining shall constitute the Net Settlement Amount.
- 1.17 “PAGA Counsel” means Harris Emran and Kaitlin Martinez of Emran Law Firm, attorneys of record for Plaintiff in the Action.
- 1.18 “PAGA Counsel Fees Payment” means the award of fees that the Court authorizes to be paid to PAGA Counsel for the services they have rendered to Plaintiff and the Aggrieved Employees not to exceed Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00) or 33.3% of the Gross Settlement Amount.
- 1.19 “PAGA Counsel Litigation Expenses Payment” mean the award of the fees that the Court authorizes to be paid to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action, approximately Eleven Thousand Three Hundred Sixty Five Dollars and Three Cents (\$11,365.03) of the Gross Settlement Amount.
- 1.20 “PAGA Pay Period” for the purposes of calculating the distribution of Aggrieved Employees’ Individual PAGA Payment means the number of pay periods during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period as determined by Defendants’ business records reflecting dates of employment.

- 1.21 “PAGA Period” means the period from January 24, 2023, through the date the Court grants approval of the PAGA Settlement and resolves any and all claims relating to the facts and claims asserted in the Action and PAGA Claim.
- 1.22 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.23 “PAGA Notice” means Plaintiff’s January 24, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a) for violations of the California Labor Code, including causes of action for failure to pay minimum wages in violation of Labor Code section 1194, 1197, 1197.1 and 1199; failure to keep payroll records showing employees’ daily hours worked and wages paid for the three year period in violation of Labor Code section 1174(d) and 1174.5; failure to comply with Labor Code section 204; failure to pay overtime wages in violation of Labor Code section 510; failure to pay all overtime and meal and/or rest period premiums using the correct regular rate of pay; failure to provide required meal periods in violation of Labor Code section 226.7 and 512; failure to provide required rest periods in violation of Labor Code section 226.7 and 512(a); failure to provide paid sick leave at the correct rate of pay in violation of Labor Code section 245, et seq.; failure to provide one full day of rest every workweek in violation of Labor Code section 551 and 552; failure to provide accurate itemized statements in violation of Labor Code section 226(a); failure to provide wages when due in violation of Labor Code section 201, 202 and 203; failure to pay penalties under Labor Code sections 210 and 226.3; Labor Code sections 218.5 and 218.6; failure to indemnify for all losses incurred in in violation of Labor Code section 2800; failure to reimburse for all necessary business expenses in violation of Labor Code section 2802; violation of Labor Code section 1198 and California IWC Wage Orders under Labor Code sections 2699.5; and violation of the California Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698 et seq., 558, and 558.1), LWDA-CM-1007144-24 (the “PAGA Claim”);

- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, approximately Forty-Three Thousand Nine Hundred and Forty Four Dollars and Ninety Seven Cents (\$43,944.97) with 25% of the payment going to the Aggrieved Employees (“Individual PAGA Payment”), and 75% to LWDA in settlement of PAGA claims (“LWDA PAGA Payment”). The amount of the PAGA Penalties is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Settlement will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same.
- 1.25 “Plaintiff” and “PAGA Representative” means Jose Villalobos the named Plaintiff in the Action.
- 1.26 “Plaintiff’s Released Claims” means all Released PAGA Claims and claims Plaintiff and the Aggrieved Employees alleged against Defendants in the Operative Complaint, or which could have been alleged in the Operative Complaint based on the facts alleged, which occurred during Plaintiff’s and the Aggrieved Employees’ alleged employment with Defendants, and expressly excluding all other claims, including claims for vested benefits, unemployment insurance, disability, social security, workers’ compensation, and Released PAGA Claims outside the PAGA Period.
- 1.27 “QSF” means the Qualified Settlement Fund established, designated and maintained by the Settlement Administrator to fund the Gross Settlement Amount. The QSF shall meet the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 1.28 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement and Entry of Judgment against Defendants.
- 1.29 “Released PAGA Claims” means all PAGA Claims alleged in the Operative Complaint, including but not limited to the following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime and/or double time wages owed; (c) failure to pay all overtime and/or double time wages owed at the correct rate(s) of

pay due to bonus payments, incentive compensation, or otherwise; (d) failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest periods; (f) failure to provide accurate, itemized wage statements; (g) failure to timely pay wages during employment and/or upon separation of employment; (h) failure to reimburse for all necessary business expenses; (i) failure to indemnify for business losses; (j) failure to comply with IWC Wage Orders; (k) failure to provide one day of rest per workweek; (l) all claims for PAGA penalties that could have been premised on the facts, claims, causes of action or legal theories described above; (m) failure to provide paid sick time; and (n) all other claims under PAGA that could have been premised on the facts, claims, causes of action or legal theories described above and in the complaint, including but not limited to California Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 245, 245.6, 246, 246.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, any applicable IWC Wage Orders, and 2698, et seq.

1.30 “Released Parties” means Bills Newbury Inc., Bills Hopyard Inc., Bills Stevens Creek Inc., Bills Kooser Inc., Bills Café Inc., George Zafiris, Panagiotis Zafiris, and Dimitrios Zafiris and its former, present and future owners, parents, affiliates, and subsidiaries, and all of their current, former and future officers, directors, members, managers, partners, shareholders, employees, joint ventures, successors, assigns, accountants, insurers, or legal representatives.

1.31 “Settlement” or “Settlement Agreement” means the disposition of the Action effected by this Agreement and the Judgment.

II. RECITALS

2.1 On January 24, 2024, Plaintiff, on behalf of himself and on behalf of similarly situated aggrieved employees submitted his PAGA Notice providing Defendants notice of Plaintiff’s intent to file a complaint in the County of Santa Clara for Plaintiff’s individual and representative claims.

- 1 2.2 Plaintiff did not receive notice of the LWDA's intent to investigate the alleged
2 violations and was able to file his complaint as of April 1, 2024.
- 3 2.3 The Parties initiated discussions regarding the possibility of alternative dispute
4 resolution and on April 3, 2024, executed a tolling agreement to preserve Plaintiff's
5 PAGA Notice and Complaint and the statute of limitations applicable to Plaintiff's
6 Complaint as of April 1, 2024, through June 3, 2024, while the Parties exhausted
7 discussion efforts.
- 8 2.4 On May 12, 2024, the Parties executed another tolling agreement, preserving
9 Plaintiff's claims and the statute of limitations applicable to Plaintiff's PAGA Notice
10 and Complaint as of April 1, 2024, through November 15, 2024, while the Parties
11 participated in mediation.
- 12 2.5 Prior to mediation, PAGA Counsel investigated the facts relevant to the Action,
13 including conducting an independent investigation as to the allegations, reviewing
14 documents and information exchanged through informal discovery, conducting
15 employee interviews, and reviewing documents and information provided by
16 Defendant pursuant to informal requests for information to prepare for mediation.
- 17 2.6 In preparation for mediation, the Parties informally exchanged a de-identified list of
18 all alleged aggrieved employees during the PAGA Period; de-identified timecard
19 data; de-identified pay statement data; and a copy of the relevant wage/hour policies.
20 PAGA Counsel reviewed and analyzed with the assistance of an expert.
- 21 2.7 On October 30, 2024, the Parties participated in a full day mediation with John B.
22 Bates Jr., Esq., and with the assistance of Mr. Bates Jr., the Parties reached an
23 agreement to resolve the individual and putative representative PAGA Claims
24 asserted in Plaintiff's PAGA Notice and memorialized in the form of a Memorandum
25 of Understanding, attached hereto as Exhibit A.
- 26 2.8 Based on their own independent investigation and evaluation, PAGA Counsel are of
27 the opinion that the Settlement with Defendants is fair, reasonable and adequate, and
28 is in the best interest of the Aggrieved Employees in light of all known facts and

1 circumstances, including the risks of significant delay, defenses asserted by
2 Defendant, and numerous potential appellate issues. Although it denies any liability,
3 Defendants are agreeing to this Settlement on its behalf solely to avoid the
4 inconveniences and cost of further litigation. The Parties and their counsel have
5 agreed to settle the claims on the terms set forth in this Agreement.

6 2.9 Defendant denies any liability or wrongdoing of any kind associated with the claims
7 and allegations in the Operative Complaint, disputes any wages, damages and
8 penalties claimed by Plaintiff are owed, and further contends that, for any purpose
9 other than settlement, the Action is not appropriate for representative action treatment.
10 Defendant contends, among other things, that at all times it complied with the
11 California Labor Code and the Industrial Welfare Commission Wage Orders.

12 2.1 On November 12, 2024, Plaintiff commenced this Action by filing the Operative
13 Complaint in the Santa Clara County Superior Court.

14 2.2 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware
15 of any other pending matter or action asserting claims that will be extinguished or
16 affected by the Settlement.

17 2.3 This Agreement replaces and supersedes the Memorandum of Understanding and any
18 other agreements, understandings, or representations between the Parties. This
19 Agreement represents a compromise and settlement of highly disputed claims.
20 Nothing in this Agreement is intended or will be construed as an admission by
21 Defendants that the claims in the Action of Plaintiff or the Aggrieved Employees have
22 merit or that Defendant bears any liability to Plaintiff or other Aggrieved Employees
23 on those claims or any other claims, or as an admission by Plaintiff that Defendants'
24 defenses in the Action have merit.

25 2.4 On November 14, 2024, Plaintiff submitted a copy of the Operative Complaint to the
26 LWDA.

27 2.5 On November __, 2024, Plaintiff submitted a copy of this Stipulation of Settlement
28 of PAGA Action and Release of Claims to the LWDA.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF THE AGREEMENT

A. Settlement Consideration and Settlement Payments

3.1 Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants shall jointly and severally pay the Gross Settlement Amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00), which shall be inclusive of the following: the PAGA Claim, for payments to Plaintiff as an aggrieved employee, attorneys' fees, litigation costs, administration costs, and a payment to the aggrieved employees and State of California under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") as specified in this Agreement. The Parties agree that this is a non-reversionary Settlement and that no portion of the Settlement Amount shall revert to Defendant. Except as provided by Paragraph III.A.3.2 below. Defendants shall not be required to pay more than the Gross Settlement Amount. The Parties further agree that should the Court deny approval of the settlement based on the allocation of the GSA or NSA, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the settlement.

3.2 Payment of the Settlement Amount. Defendants shall jointly and severally fund the Gross Settlement Amount within (30) calendar days after the Effective Date, by transferring the Gross Settlement Amount via wire transfer to the Settlement Administrator. Payments to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel shall be made by the Settlement Administrator within twenty-one (21) calendar days of the GSA being fully funded.

3.3 Pay Periods. Defendants represent that there are an estimated 5,003 Pay Periods worked by 147 Aggrieved Employees in California during the PAGA Period ("Affected Pay Periods"). If the actual number of Affected Pay Periods is more than 20% greater than this number (i.e., if there are more than 6,004 Affected Pay Periods), Defendants shall at its option either (a) increase the GSA in proportion to the increase

1 in Affected Pay Periods or (b) cap the PAGA Period on the date that the 20% is
2 exceeded. Defendants will provide Plaintiff with a declaration that states the number
3 of Aggrieved Employees and the number of Affected Pay Periods during the PAGA
4 Period at the time Plaintiff files his motion for approval of the Settlement.

5 3.4 Taxes. The Net Settlement Amount and settlement payment for each individual
6 Aggrieved Employee Payment shall be allocated 100% as non-wage civil penalties.
7 The Settlement Administrator will be responsible for issuing to the Aggrieved
8 Employees an IRS Form 1099 for their settlement payment. Accordingly, none of the
9 Net Settlement Amount is taxable.

10 3.5 Settlement Administrator. The Settlement Administrator shall be responsible for:
11 establishing and administering the QSF; calculating, processing and mailing
12 payments to PAGA Counsel, LWDA and Aggrieved Employees; calculating,
13 processing, mailing and distributing tax forms for the PAGA Members' individual
14 shares of the PAGA Member Payment; providing declaration(s) as necessary in
15 support of this Settlement; and other tasks as the Parties mutually agree or the Court
16 orders the Settlement Administrator to perform. The Settlement Administrator shall
17 keep the Parties timely apprised of the performance of all Settlement Administrator
18 responsibilities by among other things, sending status reports, as necessary, to the
19 Parties' counsel stating the date of the mailing, confirmation of disbursement, and
20 number of any uncashed checks.

21 B. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
22 jointly and severally pay the Gross Settlement Amount by law within the time specified
23 hereinabove.

24 3.6 To PAGA Counsel. Defendants understand PAGA Counsel will request attorneys'
25 fees not to exceed Twenty-Nine Thousand Seven Hundred Dollars (\$29,700) or
26 33.3% of the Gross Settlement Amount **and** Attorneys' expenses supported by PAGA
27 Counsel's billing statement and declaration, approximately Eleven Thousand Three
28 Hundred Sixty Five Dollars and Three Cents (\$11,365.03). Any portion of the

requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to PAGA Counsel shall be part of the Net Settlement Amount and shall be distributed to Aggrieved Employees and the LWDA as provided in this Agreement. PAGA Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to PAGA Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Attorneys' Fees, or Attorneys' Expenses, Plaintiff and PAGA Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

3.7 To the Administrator. An Administrator Expenses Payment not to exceed \$4,990.00 except for a showing of good cause and as approved by the Court. If the Parties estimated PAGA Group administration fees are too little, it can be adjusted and shall be paid from the Gross Settlement Amount. If the actual administration fee is less than the Parties' estimated administration fees, the difference between the actual and estimated PAGA Group administration fees will revert to the Gross Settlement Amount; and

3.8 To the LWDA and Aggrieved Employees. After the amounts for attorneys' fees, costs, and administration costs, are deducted from the GSA, all amounts remaining shall constitute the Net Settlement Amount. The Net Settlement Amount shall be paid as follows: (i) 75% or approximately Thirty Two Thousand Nine Hundred Fifty Eight Dollars and Seventy Two Cents (\$32,958.72) to the California Labor and Workforce Development Agency ("LWDA") and (ii) 25% or approximately Ten Thousand Nine Hundred Eighty Six Dollars and Twenty Five Cents (\$10,986.25) to Aggrieved Employees, pursuant to Labor Code section 2699(i), divided amongst Aggrieved Employees based on each Aggrieved Employee's respective number of pay periods allegedly worked for Defendants in California during the PAGA Period as determined by Defendants' business records reflecting dates of employment.

1 3.8.1 Aggrieved Employee Data. Within fourteen (14) days of the Effective Date,
2 Defendants will simultaneously deliver the Aggrieved Employee Data to the
3 Administrator in the form of a Microsoft Excel spreadsheet. To protect
4 Aggrieved Employee' privacy rights, the Administrator must maintain the
5 Aggrieved Employee Data in confidence, use the Aggrieved Employee Data
6 only for purposes of this Settlement and for no other purpose, and restrict
7 access to the Aggrieved Employee Data to Administrator employees who need
8 access to the Aggrieved Employee Data to effect and perform under this
9 Agreement. Defendants have a continuing duty to immediately notify PAGA
10 Counsel if it discovers that the Aggrieved Employee Data omitted employee
11 identifying information and to provide corrected or updated Aggrieved
12 Employee Data as soon as reasonably feasible. Without any extension of the
13 deadline by which Defendants must send the Aggrieved Employee Data to the
14 Administrator, the Parties and their counsel will expeditiously use best efforts,
15 in good faith, to reconstruct or otherwise resolve any issues related to missing
16 or omitted Aggrieved Employee Data.

17 3.8.2 Calculation of Individual Payments to PAGA Members. The Administrator
18 will calculate each Individual PAGA Payment by (a) dividing the amount of
19 the Aggrieved Employees' 25% share of PAGA Penalties by the total number
20 of PAGA Period Pay Periods worked by all Aggrieved Employees during the
21 PAGA Period and (b) multiplying the result by each Aggrieved Employee's
22 PAGA Period Pay Periods. The Administrator will disburse the entire Gross
23 Settlement Amount without asking or requiring Aggrieved Employees to
24 submit any claim as a condition of payment. None of the Gross Settlement
25 Amount will revert to Defendants.

26 3.8.3 Mailing and Expiration. The Administrator will issue checks for the Individual
27 PAGA Payments and send them to the Aggrieved Employees via First Class
28 U.S. Mail, postage prepaid. The face of each check shall prominently state the

1 date (180 days after the date of mailing) when the check will be voided. The
2 Administrator will cancel all checks not cashed by the void date. Before
3 mailing any checks, the Settlement Administrator must update the recipients'
4 mailing addresses using the National Change of Address Database.

5 3.8.4 Returned or Uncashed Checks. For any Aggrieved Employee whose
6 Individual PAGA Payment check is uncashed and cancelled after the void
7 date, the Administrator shall transmit the funds represented by such checks to
8 the California Controller's Unclaimed Property Fund in the name of the
9 Aggrieved Employee. The Administrator shall promptly send a replacement
10 check to any Aggrieved Employee whose original check was lost or
11 misplaced, requested by the Aggrieved Employee prior to the void date.

12 3.8.5 The payment of Individual PAGA Payments shall not obligate Defendants to
13 confer any additional benefits or make any additional payments to the
14 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those
15 specified in this Agreement.

16 **IV. RELEASES OF CLAIMS.** Upon Court approval of this Settlement, entering of Judgement
17 thereon, and funding in full of the GSA, in exchange for the consideration set forth in this
18 Agreement, Plaintiff and the Aggrieved Employees will release claims against all Released
19 Parties as follows:

20 4.1 Plaintiff's Release. Plaintiff and his respective former and present spouses,
21 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
22 successors, and assigns generally, release and discharge Released Parties from all
23 Released PAGA Claims and Plaintiff's Released Claims and expressly excluding all
24 other claims, including claims for vested benefits, unemployment insurance,
25 disability, social security, workers' compensation, and Released PAGA Claims
26 outside the PAGA Period. Plaintiff's Release does not supersede the separate,
27 individual Confidential Settlement Agreement and Release of All Claims between the
28 Parties

1 4.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
2 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
3 provisions, rights, and benefits, if any, of section 1542 of the California Civil
4 Code, which reads:

5 **A general release does not extend to claims that the creditor or releasing**
6 **party does not know or suspect to exist in his or her favor at the time of**
7 **executing the release, and that if known by him or her would have**
8 **materially affected his or her settlement with the debtor or Released**
9 **Party.**

10 4.2 Release by Aggrieved Employees: Plaintiff, the LWDA, the State of California, and
11 all Aggrieved Employees, on behalf of themselves and their respective former and
12 present representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, release the Released Parties from the Released PAGA Claims for the PAGA
14 Period. As a result of this release, the Aggrieved Employees shall be precluded from
15 bringing claims against Defendants and Released Parties for the Released PAGA
16 Claims. The express purpose of this conditional Settlement is to forever bar Plaintiff,
17 the LWDA, the State of California, and any Aggrieved Employee from acting on
18 behalf of or purporting to act on behalf of the LWDA to assert any of the Aggrieved
19 Employees' Released PAGA Claims against the Released Parties in any future
20 litigation.

21 V. **APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an
22 application or motion for approval of this Settlement.

23 5.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
24 documents necessary for obtaining approval of this Settlement under Labor Code
25 Section 2699, subd. (f)(2)).

26 5.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly
27 responsible for expeditiously finalizing and filing the application or motion for
28 approval of this Settlement no later than 60 calendar days after the full execution of
this Agreement and, if necessary, obtaining a prompt hearing date for the motion and

1 appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible
2 for delivering the Court's Preliminary Approval to the Administrator.

3 5.3 Cooperation. The Parties and their counsel will cooperate with each other and use
4 their best efforts, in good faith, to implement the Settlement by, among other things,
5 modifying the Settlement Agreement, submitting supplemental evidence and
6 supplementing points and authorities as requested by the Court. In the event the
7 Parties are unable to agree upon the form or content of any document necessary to
8 implement the Settlement, or on any modification of the Agreement that may become
9 necessary to implement the Settlement, the Parties will seek the assistance of a
10 mediator and/or the Court for resolution.

11 **VI. ADDITIONAL PROVISIONS.**

12 6.1 Integrated Agreement. Upon execution by all Parties and their counsel, this
13 Agreement together with its attached exhibits shall constitute the entire agreement
14 between the Parties relating to the Settlement as to the subject matter herein,
15 superseding any and all oral representations, warranties, covenants, or inducements
16 made to or by any Party. This Agreement does not supersede the separate, individual
17 Confidential Settlement Agreement and Release of All Claims between the Parties.

18 6.2 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
19 conditions of this Agreement, specifically including the PAGA Counsel Fees
20 Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their
21 respective counsel waive all rights to appeal from the Judgment, including all rights
22 to post-judgment and appellate proceedings, the right to file motions to vacate
23 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
24 appeal does not include any waiver of the right to oppose such motions, writs or
25 appeals. If another party appeals the Judgment, the Parties' obligations to perform
26 under this Agreement will be suspended until such time as the appeal is finally
27 resolved and the Judgment becomes final, except as to matters that do not affect the
28 amount of the Net Settlement Amount.

- 1 6.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
2 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
3 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing
4 settlement administration matters, and (iii) addressing such post-Judgment matters as
5 are permitted by law.
- 6 6.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
7 represent that they are authorized by Plaintiff and Defendants, respectively, to take
8 all appropriate action required or permitted to be taken by such Parties pursuant to
9 this Agreement to effectuate its terms, and to execute any other documents reasonably
10 required to effectuate the terms of this Agreement including any amendments to this
11 Agreement.
- 12 6.5 No Prior Assignments. The Parties separately represent and warrant that they have
13 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity and portion of any liability, claim,
15 demand, action, cause of action, or right released and discharged by the Party in this
16 Settlement.
- 17 6.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel
18 are providing any advice regarding taxes or taxability, nor shall anything in this
19 Settlement be relied upon as such within the meaning of United States Treasury
20 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 21 6.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed, or waived only by an express written instrument signed by all
23 Parties or their representatives, and approved by the Court.
- 24 6.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.
- 26 6.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California,
28 without regard to conflict of law principles.

- 1 6.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the
3 basis that the Party was the drafter or participated in the drafting.
- 4 6.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of
6 information shall survive the execution of this Agreement.
- 7 6.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
8 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the
9 PAGA Data provided to PAGA Counsel by Defendants in connection with the
10 mediation, other settlement negotiations, or in connection with the Settlement, may
11 be used only with respect to this Settlement, and no other purpose, and may not be
12 used in any way that violates any existing contractual agreement, statute, or rule of
13 court.
- 14 6.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
15 inserted for convenience of reference only and does not constitute a part of this
16 Agreement.
- 17 6.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
18 shall be to calendar days. In the event any date or deadline set forth in this Agreement
19 falls on a weekend or federal legal holiday, such date or deadline shall be on the first
20 business day thereafter.
- 21 6.15 Notice. All notices, demands or other communications between the Parties in
22 connection with this Agreement will be in writing and deemed to have been duly
23 given as of the third business day after mailing by United States mail, or the day sent
24 by email or messenger, addressed as follows:
- 25
26
27
28

PAGA Counsel:

Harris Emran (State Bar #329674)
Kaitlin Martinez (State Bar #348006)
EMRAN LAW FIRM
415 Mission St, 37th FL
San Francisco, CA 94105
Telephone: (415) 890-0041
Email: Harris@Emranlaw.com
Kaitlin@Emranlaw.com

Defense Counsel:

Alden Parker (State Bar # 196808)
Brandon Kahoush (State Bar #311560)
FISHER & PHILLIPS, LLP
1 Montgomery Street, Ste 3400
San Francisco, CA 94104
Telephone: (415) 890-0041
Email: AParker@fisherphillips.com
BKahoush@fisherphillips.com

6.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

6.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED, FORM AND CONTENT:

Dated: 21/11/2024

PLAINTIFF JOSE VILLALOBOS

Jose Villalobos
Jose Villalobos Nov 21, 2024 09:53 PST

Jose Villalobos

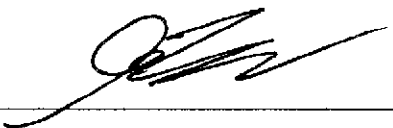
Dated: 11-25-24

BILLS NEWBURY INC.

By: 

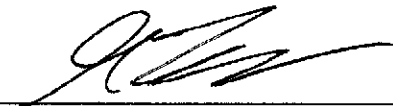
1 Dated: 11-25-24

BILLS HOPYARD INC.

By: 

2 Dated: 11-25-24

BILLS STEVENS CREEK INC.

By: 

3 Dated: 11-25-24

BILLS KOOSER INC.

By: 

4 Dated: 11-25-24

GEORGE ZAFIRIS


George Zafiris

5 Dated: 11-25-24

PANAGIOTIS ZAFIRIS


Panagiotis Zafiris

6 Dated: 11-25-24

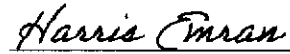
DIMITRIOS ZAFIRIS


Dimitrios Zafiris

1 **APPROVED AS TO FORM:**

2
3 Dated: 11/21/2024

EMRAN LAW FIRM

4 

5 Harris Emran

6 Kailin Martinez

7 Attorneys for Plaintiff

8 Dated: November 25, 2024

FISHER & PHILLIPS LLP

9
10 

11 Alden J. Parker

12 Brandon K. Kahoush

13 Attorneys for Defendants