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Attorneys for Plaintiff,
Jose Villalobos

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA**

Jose Villaobos, on behalf of themselves and on
behalf of all persons similarly situated,

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 ZAFIRIS, an individual, and
DOES 1-25

Defendants.

FILED
JAN 31 2025

Clerk of the Court
Superior Court of CA County of Santa Clara
BY J. V. WONG DEPUTY

Case No: 24CV451459

**AMENDED ~~[PROPOSED]~~ ORDER
APPROVING PAGA SETTLEMENT**

[Complaint Filed: November 12, 2024]

Hearing Date: January 7, 2025
Confirmation No. WXMZLWTL
Time: 9:00 a.m.
Dept: 06
Judge: Hon. Evette D. Pennypacker

The Court, having read and considered Plaintiff JOSE VILLALOBOS's Unopposed
Motion for Approval of PAGA Settlement came before this Court, on JANUARY 7, 2025
and good cause appearing therefore, hereby orders as follows:

1. The Court grants approval of the PAGA Settlement based upon the terms set forth in the
Stipulation of Settlement of PAGA Action and Release of Claims executed by the Parties on
November 25, 2024.

1 2. All terms used for purposes of this Order, not otherwise defined, shall have the same
2 meaning as given in the Stipulation of Settlement of PAGA Action and Release of Claims executed
3 by the parties on November 25, 2024.

4 3. Pursuant to Labor Code section 2699(I)(2), (I)(4), the Labor & Workforce Development
5 Agency ("LWDA") has been given notice of the Settlement. In particular, on November 25, 2024,
6 and on the date the Parties filed this Motion for Approval of the Settlement with the Court, Plaintiff
7 provided to the LWDA notice of the Settlement by submitting this Motion and a copy of the
8 Settlement. The Court finds and determines that Plaintiffs' notice of the Settlement complied with
9 the statutory requirements of PAGA.

10 4. The Court confirms approval of the Settlement as to the following group of individuals,
11 collectively referred to as the alleged "Aggrieved Employees" means Plaintiff and all current and
12 former non-exempt employees paid on an hourly, piece-rate basis employed by Defendant at any
13 time from January 24, 2023, through the date the Court grants approval of the PAGA Settlement
14 and resolves any and all claims relating to the facts and claims asserted in the Action and PAGA
15 Claim.

16 5. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
17 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
18 under the Settlement.

19 6. The Court finds that the Settlement should be approved under Labor Code section
20 2699(I)(2).

21 7. Accordingly, the Court hereby finally and unconditionally approves the Settlement.

22 8. The Court finds that each Aggrieved Employee and the State of California releases the
23 Released Parties from any and all PAGA penalties, pursuant to Labor Code section 2699 et seq.
24 that: (1) arose or may be alleged to have arisen at any time from January 24, 2023 up to and
25 including the Effective Date, and (2) (a) failure to pay all minimum wages owed; (b) failure to pay
26 all overtime and/or double time wages owed; (c) failure to pay all overtime and/or double time wages
27 owed at the correct rate(s) of pay due to bonus payments, incentive compensation, or otherwise; (d)
28 failure to provide compliant meal periods, or premium pay for non-compliant meal periods; (e)

1 failure to authorize and permit complaint rest periods, or premium pay for non-complaint rest
2 periods; (f) failure to provide accurate, itemized wage statements; (g) failure to timely pay wages
3 during employment and/or upon separation of employment; (h) failure to reimburse for all necessary
4 business expenses; (i) failure to indemnify for business losses; (j) failure to comply with IWC Wage Orders; (k)
5 failure to provide one day of rest per workweek; (l) all claims for PAGA penalties that could have
6 been premised on the facts, claims, causes of action or legal theories described above; (m) failure to
7 provide paid sick time; and (n) all other claims under PAGA that could have been premised on the facts,
8 claims, causes of action or legal theories described above and in the complaint, including but not
9 limited to California *Labor Code* sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a),
10 226.3, 226.7, 245, 245.6, 246, 246.5, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198,
11 1199, 2800, 2802, any applicable IWC Wage Orders, and 2698, *et seq.* (collectively the “PAGA
12 Released Claims”).

13 9. The Court finds that the Gross Settlement Payment, Net Settlement Amount, and the
14 methodology used to calculate and pay each settlement share, in accordance with the Settlement,
15 are approved under Labor Code section 2699(l)(2).

16 10. The Court authorizes the Settlement Administrator to calculate and pay the Gross Settlement
17 Payment in accordance with the terms of the Settlement.

18 11. Out of the Settlement Sum, the following shall be paid:

- 19 a. \$29,700.00 will be paid to Plaintiff’s counsel as attorney’s fees;
- 20 b. \$11,365.03 will be paid to Plaintiff’s counsel to reimburse litigation costs;
- 21 c. \$4,990.00 will be paid to the Settlement Administrator to administer the settlement;
- 22 d. \$43,944.97 will be allocated as PAGA civil penalties. Thirty-Two Thousand Nine
23 Hundred Fifty-Eight Dollars and Seventy Two Cents (\$32,958.72 or 75%) of that amount will
24 be paid to the LWDA and Ten Thousand Nine Hundred Eighty Six Dollars and Twenty Five
25 Cents (\$10,986.25 or 25%) will be allocated to the Aggrieved Employees pursuant to the
26 methods set forth in the Settlement.

27 12. The Court directs the implementation of all remaining terms, conditions, and provisions of
28 the Settlement.

1 13. The Settlement is not an admission by Defendant, nor is this Order a finding of the validity
2 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
3 document referred to herein, or any action taken to carry out the Settlement, may be construed as,
4 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
5 whatsoever against Defendant. This Order shall not be deemed an "initial violation" under
6 California Labor Code section 2699 et seq.

7 14. This Order dismisses with prejudice the Complaint on file in this Action and shall be binding
8 on all Aggrieved Employees and the State of California, who are hereby barred by the doctrine of
9 res judicata from relitigating the claims released by the Settlement. The Court retains exclusive and
10 continuing jurisdiction over this Action for purposes of supervising, administering, implementing,
11 interpreting, and enforcing this Order, as well as the Settlement.

12 15. Nothing in the Settlement or this Order shall be construed as an admission or concession by
13 any Party. The Settlement and this resulting Order simply represent a compromise of disputed
14 allegations.

15 16. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of the date
16 of this Order.

17 **17. IT IS FURTHER ORDERED:**
18 _____
19 _____

20 **IT IS SO ORDERED.**

21
22 Dated: January 17, 2025

23 
24 _____
25 Hon. Evette D. Pennypacker
26 Judge of the Superior Court
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NO.: 329674	<i>FOR COURT USE ONLY</i>
NAME: Harris Emran			
FIRM NAME: Emran Law Firm			
STREET ADDRESS: 415 Mission Street, 37th Floor			
CITY: San Francisco	STATE: CA	ZIP CODE: 94105	
TELEPHONE NO.: (415) 890-0041	FAX NO.:		
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ATTORNEY FOR (name): Plaintiff Jose Villalobos			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA			
STREET ADDRESS: 191 N First Street			
MAILING ADDRESS:			
CITY AND ZIP CODE: San Jose 95113			
BRANCH NAME: Downtown Superior Court			
PLAINTIFF/PETITIONER: Jose Villalobos			CASE NUMBER: 24CV451459
DEFENDANT/RESPONDENT: Bills Newbury Inc., et al.			JUDICIAL OFFICER:
OTHER:			Evette D. Pennypacker
PROPOSED ORDER (COVER SHEET)			DEPT: 06

- NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Jose Villalobos
2. Title of the proposed order:
Amended Proposed Order Approving PAGA Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for PAGA Approval Hearing
 - b. Date and time: 01/07/2025 9:00 a.m.
 - c. Place: Santa Clara Superior Court
Dept 6
4. The proposed order was served on the other parties in the case.

Harris Emran

(TYPE OR PRINT NAME)

► Harris Emran

(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Jose Villalobos v. Bills Newbury, Inc., et al.	CASE NUMBER: 24CV451459
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**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

415 Mission Street, 37th Floor San Francisco, CA 94105

b. My electronic service address is (*specify*): litzv@emranlaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Brandon Kahoush on behalf of 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 ZAFIRIS, an individual, and DOES 1-25

b. To (*electronic service address of person served*): bkahoush@fisherphillips.com

c. On (*date*): 1/14/2025

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1/14/2025

Litzy Ortiz

(TYPE OR PRINT NAME OF DECLARANT)



Litzy Ortiz

(SIGNATURE OF DECLARANT)