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AHMAD YASSINE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

AHMAD YASSINE, an individual,

PLAINTIFF,

vs.

SIDHU PETROLEUM INC., a California
Corporation; HARJIT SINGH, an individual;
and DOES, 1 TO 25 INCLUSIVE,

DEFENDANTS.

Case No.: CIV SB 2306275

Assigned for all Purpose to:

Hon. Joseph T Ortiz

Dept. S17

PLAINTIFF'S NOTICE OF UNOPPOSED
MOTION AND UNOPPOSED MOTION FOR
COURT APPROVAL OF PAGA
SETTLEMENT; MEMORANDUM OF POINTS
AND AUTHORITIES; DECLARATION OF
HEKMAT KORDAB AND EXHIBITS.

[Filed concurrently with [Proposed] Order]

Date: March 14, 2025

Time: 1:30 P.M

Dept.: S17

1 **TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that, on March 14, 2025, at 1:30 P.M. or as soon thereafter as the
3 matter may be heard in Department S17 of San Bernardino Justice Center, 247 West Third Street,
4 San Bernardino, CA 92415, Plaintiff AHMAD YASSINE ("Plaintiff") will, and hereby does, apply
5 for a Court order approving the Private Attorneys General Act ("PAGA") settlement in this matter.

6 The basis for this motion is that the parties have reached and fully executed a settlement of
7 the above-entitled case which includes settlement of the PAGA claims. One aspect of Plaintiff's
8 claim included a prayer for remedies under the PAGA. Pursuant to statute, settlement of PAGA
9 claims requires court approval. See Labor Code section 2699(l). Thus, the parties seek court
10 approval of the claim to PAGA penalties.

11 This motion is based on this notice, the stipulation of the parties, the attached declaration of
12 Hekmat Kordab, Esq., and all exhibits attached thereto, the attached Memorandum of Points and
13 Authorities, as well as all records on file with this Court and the argument that is presented at the
14 time of the hearing.

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17 DATED: January 23, 2025

Respectfully Submitted

KORDAB LAW OFFICES

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Hekmat Kordab, Esq.

Yadira De La Rosa, Esq.

Attorneys for Plaintiff, Ahmad Yassine

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I) BACKGROUND**

3 Plaintiff AHMAD YASSINE (“Plaintiff”) filed his Complaint against Defendants SIDHU
4 PETROLEUM INC., and HARJIT SINGH (collectively “Defendants”) on March 9, 2023.

5 On December 8, 2022, a copy of the PAGA Notice was electronically filed with the Labor
6 and Workforce Development Agency (LWDA) for alleged violations of the California Labor Code
7 and violations of the State’s Private Attorneys’ General Act, California Labor Code § 2698 et. seq.,
8 (“PAGA” or the “PAGA Claim”) and concurrently therewith, a copy of the PAGA Notice was
9 mailed via Certified Mail to Defendants in this action. See Declaration of Hekmat Kordab ¶2
10 (Hereinafter “Kordab Decl. 2.”)

11 Pursuant to Labor Code §2698.3(a)(2) Plaintiff was required to wait 65 days to allow the
12 LWDA to decide whether they shall investigate and/or handle the matter and §2698.3(a)(2)(A)
13 specifically authorizes Plaintiff to pursue the PAGA action after 65 days has elapsed without hearing
14 from the LWDA. (Kordab Decl. 3.) After waiting 65 days, the LWDA at no time notified Plaintiff or
15 his counsel they would investigate or handle the matters involved in the PAGA Notice. (Kordab
16 Decl. 3.) The LWDA has taken no action against Defendants on the PAGA Notice, has not
17 investigated and issued no citations against Defendants on the PAGA Notice and the LWDA has not
18 notified the Parties regarding any intention not to investigate, consistent with Labor Code section
19 2699.3 (2) (A) or (2) (B). Id. (Kordab Decl. 3.)

20 Under Labor Code section 2699(l) “[t]he Superior Court shall review and approve any
21 penalties sought” as part of the resolution of a case that involved PAGA claims.” Labor Code §
22 2699(l). Pursuant to Labor Code section 2699(l)(2) a copy of the proposed PAGA settlement
23 agreement and related documents were concurrently submitted electronically to the LWDA the time
24 of the filing of this motion. (Kordab Decl. 14.)

25 By this application, Plaintiff requests that the Court approve the settlement of the PAGA
26 related claims asserted in this action. Defendants do not oppose this motion. Exhibit 2 is a true and
27 correct copy of the Joint Stipulation for PAGA Settlement which contains the “Settlement
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Agreement Regarding PAGA Claims” (“Settlement Agreement”) between the parties in this action.
(Kordab Decl. 4.)

A) PAGA Settlement Agreement Reached between Plaintiff and All Defendants:

The Parties discussed and negotiated settlement of Plaintiff’s claims, both individual and representative. The Parties’ negotiations included Defendant’s informal production of time and pay records for a sampling of the putative class, as well as policy documents such as the Employee Handbook. It was further determined that the PAGA workforce included only 21 current and former employees. The negotiations further considered the Defendant’s financial situation. The Parties wish to resolve any and all claims, disputes, and controversies that have arisen or that could arise relating to Plaintiff’s employment or separation from employment with Defendant, which resolution and dismissal of this action is contingent upon the Court’s approval of the PAGA Settlement.

On October 15, 2024, the parties entered into a settlement agreement to dismiss the present action contingent on this Court’s approval of the PAGA payment to the LWDA to resolve Plaintiff’s PAGA claims. The terms and conditions of the PAGA settlement agreement are embodied in joint stipulation and Settlement Agreement wherein the parties agree to a settlement and dismissal of the entire action for \$175,000 with a total of \$40,000 being paid to the LWDA for penalties related to Plaintiff’s claims. (Kordab Decl. 4.)

The parties now request for a court order approving the PAGA settlement and dismissing with prejudice the all causes of action of Plaintiff’s Complaint, including the Violation of the Private Attorneys General Act of 2004.

B) Plaintiff’s Counsel Conducted a Thorough Investigation of the Factual and Legal Issues and Were Thus Able to Objectively Assess the Settlement’s Reasonableness

Plaintiff’s Counsel’s evaluation of the settlement’s reasonableness was informed by Plaintiff’s Counsel’s independent investigation into Plaintiff’s claims and Defendant’s defenses, and their review of the considerable discovery produced by Defendant during the matter’s pendency.
(Kordab Decl. ¶ 5.)

1 Prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual basis
2 for pursuing an action against Defendant for Labor Code violations. Plaintiff was intimately familiar
3 with Defendant's labor policies and practices, and over the course of multiple interviews,
4 knowledgeably summarized those policies and practices to Plaintiff's Counsel. During those
5 conversations, he explained how the policies and practices were instituted and provided valuable
6 insight into how they gave rise to the alleged Labor Code violations. Based on these interviews with
7 Plaintiff, Plaintiff's Counsel determined that there were legally sufficient grounds for pursuing an
8 action against Defendant. (Kordab Decl. ¶ 6.)

9 Plaintiff's Counsel also prepared a detailed letter (17 pages, single-spaced) to notify the
10 LWDA of Plaintiff's intent to seek civil penalties and other available relief recoverable under PAGA
11 for Labor Code violations. Significant research and effort were expended to prepare a PAGA notice
12 that was consistent with the developing legal requirements to withstand any challenge from
13 Defendant regarding the notice's sufficiency. (Kordab Decl. ¶ 7.)

14 In preparation for drafting the complaint, Plaintiff's Counsel conducted their own
15 preliminary investigation into the factual bases for Plaintiff's claims, which entailed, inter alia, a
16 careful examination of Plaintiff's personnel file and associated records. After the filing of the
17 Complaint, and in response to Plaintiff's formal and informal discovery requests, Plaintiff's Counsel
18 received a considerable number of documents and data, including time and pay records, and
19 Defendant's written labor policies and procedures manuals which covered a broad range of topics
20 including, inter alia, employee clock-in policies and procedures, attendance policies, meal
21 periods/rest periods, overtime & premium pay, etc. (Kordab Decl. ¶ 8.)

22 The document and data exchanges allowed Plaintiff's Counsel to fully assess the nature and
23 magnitude of the claims being settled, as well as the impediments to recovery, and ultimately
24 enabled Plaintiff's Counsel to make an independent assessment of the reasonableness of the
25 settlement's terms. (Kordab Decl. ¶ 9.)

26 In summary, Plaintiff's Counsel performed a thorough investigation into the claims at issue,
27 which included: (1) determining Plaintiff's suitability as a private attorney general through
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1 interviews, background investigations, and analyses of his employment files and related records; (2)
2 evaluating all of Plaintiff's potential representative claims; (3) researching similar PAGA actions as
3 to the claims brought, the nature of the positions, and the type of employer; (4) analyzing
4 employees' time and wage records; (5) reviewing Defendant's employment policies and practices;
5 (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and estimating
6 Defendant's liability for purposes of settlement; (8) drafting the mediation brief; (9) reviewing
7 information from Defendant's financial records; and (10) participating in the mediation. (Kordab
8 Decl. ¶ 10.)

9 By engaging in such a thorough investigation and evaluation of Plaintiff's claims, Plaintiff's
10 Counsel can opine that the Settlement, for the consideration and on the terms set forth in the
11 Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of the LWDA in
12 light of all known facts and circumstances, including the risk of significant delay and uncertainty
13 associated with litigation, and various defenses asserted by Defendant. (Kordab Decl. ¶ 11.)

14 15 **C) The Parties Negotiated a Fair and Reasonable Settlement of Plaintiff's Claims**

16 **1) Terms of the Settlement and Distribution of PAGA Penalty**

17 The PAGA Settlement Agreement provides that Defendant will pay a total of \$40,000 to
18 settle the Action. From this amount, payments will be made to the LWDA and Aggrieved
19 Employees, to Plaintiff's Counsel for their attorneys' fees and litigation costs, and to the Settlement
20 Administrator, Simpluris, for settlement administration costs. (Kordab Decl. ¶ 12.)

21 The resulting balance will be distributed to the LWDA and Aggrieved Employees. The
22 LWDA will receive approximately \$17,144.25. Aggrieved Employees will receive approximately
23 \$5,74.75. The Aggrieved Employees encompassed by the proposed Settlement are all persons who
24 were employed by Defendant in the State of California in non-exempt, hourly positions at any time
25 during the period from March 9, 2023, to the entry of the Court's order granting approval of the
26 Settlement Agreement. There are 21 Aggrieved Employees. (Kordab Decl. ¶ 13.)

1 **2) Allocations to the LWDA and Aggrieved Employees**

2 Payments to Aggrieved Employees will be made from the PAGA Penalties Fund. The
3 individual allocations will be calculated on a pro-rata basis using the number of pay periods worked
4 by each employee. Defendant will provide the total number of pay periods worked by each
5 Aggrieved Employee and the total number of pay periods worked by all Aggrieved Employees
6 during the Settlement Period. The Settlement Administrator will calculate each Aggrieved
7 Employee's payment using the proportional number of pay periods during which the employee
8 worked. Thus, the Settlement Administrator will perform the following calculation to calculate
9 individual payments: $\text{Settlement Payment} = (25\% \text{ of PAGA Penalties Fund}) \times (\text{pay periods worked}$
10 $\text{by individual Aggrieved Employee during the Settlement Period} \div \text{total pay periods worked by all}$
11 $\text{Aggrieved Employees during the Settlement Period})$. This is a fair and equitable means of allocating
12 the penalties. Aggrieved Employees who worked for a longer duration during the Settlement Period
13 will receive proportionally larger payments than those employees who worked for shorter durations.

14
15 **3) The Settled PAGA Claims**

16 Upon entry of the Order, the LWDA and Plaintiff, on behalf of himself and the Aggrieved
17 Employees to the fullest extent allowed by law, will be deemed to have fully, finally, and forever
18 released, relinquished, and discharged each and all of the Released Parties from all claims for PAGA
19 civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions
20 of law alleged or could have been alleged to have been violated in the Action with respect to
21 Aggrieved Employees based on the facts alleged in the Complaint during the Settlement Period.

22 Additionally, Plaintiff has agreed to a broader general release of all claims of any kind
23 against Defendant.

24
25 **D) Notice of the PAGA Settlement and Notice of this Motion to the LWDA**

26 Pursuant to Labor Code section 2699(1)(3), on February 4, 2025, Plaintiff's Counsel
27 submitted electronically to the LWDA copies of this PAGA Settlement. As of the time of the filing
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1 of this Motion, this Motion and as well as the papers in support. Plaintiff did not receive any
2 communication from the LWDA. (Kordab Decl. ¶ 14.)

3
4 **II) ARGUMENT**

5 **A) THE COURT SHOULD APPROVE THE PROPOSED SETTLEMENT OF THE**
6 **PAGA PORTION OF THIS CASE.**

7 **1) The Court's Duty To Review And Approve Any Settlement Of PAGA Penalties.**

8 PAGA permits an aggrieved employee to sue an employer for civil penalties associated with
9 the employer's alleged violation of various California Labor Code provisions. Labor Code §
10 2699(a). Pursuant to the statute, of the amount paid to settle a claim for PAGA penalties, twenty five
11 percent (25%) is payable to the aggrieved employee(s) in the action and seventy-five percent (75%)
12 is payable to the California Labor and Workforce Development Agency (LWDA). Labor Code §
13 2699(i).

14 **2) The Court Should Approve The Proposed Settlement Of The PAGA Penalties**
15 **Because The Settlement Is Reasonable Under The Circumstances Of This Case.**

16 Based on careful consideration of the strengths and weakness of this action, including the
17 risks of delay, the defenses asserted by Defendant, the total amount of damages, the risk of not
18 prevailing at trial, and the specter of the losing party filing an appeal, Plaintiff's counsel firmly
19 believes that this Settlement is fair and reasonable for Plaintiff, the PAGA workforce, and the
20 LWDA.

21 Defendant produced several pages of timekeeping, payroll, and policy documents pursuant to
22 Defendant's informal document production in preparation for settlement negotiations. This
23 comprehensive production allowed Plaintiff's counsel to adequately evaluate the strength of
24 Plaintiff's individual claims, the PAGA claim, and the risks presented with ongoing litigation.

25 Of the \$40,000 PAGA Settlement, \$13,333 shall be paid to Plaintiff's counsel for reasonable
26 attorney's fees (Kordab Decl. ¶ 21.), \$1,308 shall be paid to Plaintiff's counsel for reasonable costs
27 (Kordab Decl. ¶ 20.), \$2,500.00 (pending approval) shall be for administering the PAGA Settlement
28 (locating and mailing PAGA checks to the other PAGA class members) (Kordab Decl. ¶ 22.). This
leaves \$22,859 to be split (75% to the LWDA and 25% to the PAGA class employees) with

1 \$17,144.25 paid to the LWDA and \$5,714.75 to be paid to the PAGA class members. (Kordab Decl.
2 ¶ 13.)

3 The strength of Plaintiff's PAGA claim is balanced by the fact that liability is contested,
4 Defendant is represented by talented counsel who are prepared to zealously litigate this case, and
5 there is no way to determine what would transpire at trial. In addition, the state of the law regarding
6 PAGA liability continues to evolve, and there could be further changes that could have a detrimental
7 impact on the viability of Plaintiff's PAGA claim prior to trial. See *ZB, N.A. v. Superior Court of*
8 *San Diego City.*, No. S246711, 2019 WL 4309684, Cal. Sept. 12, 2019. In addition to the risks
9 presented by pursuing this matter to trial, there is also the likelihood that the non-prevailing party
10 would appeal any judgment rendered at trial. The Settlement is also in the best interest of judicial
11 efficiency in this case, as it would eliminate a complex representative action, which also alleges
12 individual claims, from this Court's calendar. (Id.) Therefore, based on the aforementioned reasons,
13 the global Settlement presented is fair and reasonable for Plaintiff, the PAGA workforce and the
14 LWDA. This proposed resolution of the alleged PAGA remedies is fair and reasonable given the
15 facts that:

- 16 a. The core claim asserted by the Plaintiff is independent of any PAGA remedies (Kordab
17 Decl. 15 - 16);
- 18 b. This was not a case where the PAGA penalties represent a significant portion of the
19 amount of damage in dispute. Rather, Plaintiff alleged wrongful termination,
20 discrimination, retaliation, and intentional infliction of emotional distress. Moreover,
21 Plaintiff alleged numerous individual wage and hour claims such as for unpaid wages,
22 rest and meal break premiums, failure to furnish accurate wage and hour statements,
23 failure to pay wages, upon discharge, failure to pay overtime, failure to indemnify and
24 illegal deductions from wages, etc., and for statutory attorney's fees. (Kordab Decl.
25 paragraph 15);
- 26 c. A primary claim in this case is for meal and rest break violations, however Defendant has
27 a written meal and rest break policy that is California compliant. Additionally, Plaintiff
28

1 understands that establishing break violations under the Labor Code may require the
2 presentation of highly individualized evidence/testimony to establish the reason for any
3 violations. (Kordab Decl. 8.);

4 d. Defendant has only 21 current and former employees in the PAGA Period. The release
5 for those 21 employees will be limited only to claims for PAGA penalties. Those
6 employees will not relinquish any other individual claims they may have. Nothing here
7 shall be construed as an admission that any employee has any valid individual claim
8 against Defendant. (Kordab Decl. 13.);

9 e. Plaintiff is mindful of the risks involved with pursuing claims against Defendants, the
10 economic future of which is uncertain. Plaintiff, the LWDA, and the aggrieved
11 employees gain much value from settling these PAGA claims at \$40,000 for 21
12 employees, which will result in above average distributions to each of them.

13 Moreover, a trial court does not abuse its discretion in approving the settlement of a
14 case involving PAGA claims even when the settlement allocates none of the settlement payment to
15 PAGA claims. Nordstrom Commission Cases (2010) 186 Cal.App.4 th 576, 589. Nordstrom was a
16 putative wage an hour class action in which the employer agreed to pay up millions in cash plus
17 another \$2.5 million in merchandise vouches to settle all claims (including PAGA claims).
18 Nordstrom, 186 Cal.App.4 th at 580. Certain class members objected to the settlement and released
19 those claims without any consideration paid to the LWDA pursuant to them. Id. at 589. On Appeal,
20 the appellate court held that the trial court did not abuse its discretion in approving the class
21 settlement even though it released PAGA claims without any money paid to the LWDA for those
22 claims. Ibid. (“We find no abuse of discretion in the trial court’s approval of the settlement
23 agreement containing these terms,” even though the agreement released PAGA claims without any
24 consideration paid to the LWDA for those releases).

25 Here, the parties have allocated a reasonable sum of \$40,000 to the PAGA claim to resolve
26 the PAGA claim. Under the circumstances of this case, this is a fair and reasonable allocation. Thus,
27 the parties request that the Court approve this aspect of the settlement.

1 **3) The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

2 The Parties considered a number of risk factors in this action in determining what an
3 acceptable settlement would be after Defendant produced the core timekeeping and payroll
4 documents during settlement negotiations. Although Plaintiff's counsel believes it is unlikely,
5 Plaintiff faces the potential risk of an adverse ruling at trial and being bound by a decision that
6 awards no penalties on the many claimed violations. Conversely, Defendant faces substantial risk
7 and liability if Plaintiff and the Aggrieved Employees are able to prove the underlying violations
8 under the Labor Code, leading to civil penalty liability under PAGA. Nonetheless, liability is
9 contested by Defendant, Defendant is represented by talented counsel who are prepared to zealously
10 litigate this case, and there is no way to determine what would transpire at trial. The Settlement
11 resolves this uncertainty and provides a substantial recovery at this moment for both Plaintiff, the
12 Aggrieved Employees and the LWDA.

13
14 **4) The PAGA Settlement Furthers The Purposes Of The PAGA.**

15 Finally, the Court should not place undue emphasis on the amount of the PAGA allocation
16 since PAGA does not require this focus, and as amended in July 2016, the statute expressly
17 contemplates the possibility of approval with no penalty payments.

18 The LWDA has the discretion not to assess penalties in favor of other enforcement
19 proprieties. *Scharwartz v. Poizner* (2010) 187 Cal.App.4 th 592, 615 [an agency's decision not to
20 prosecute or enforce, whether through civil or criminal process, is a decision generally committed to
21 the agency's absolute discretion"]. The PAGA statute grants this Court the same discretion. See Lab.
22 Code section 2699(e)(2).

23 Moreover, some of the top enforcement proprieties of the LWDA are "to vigorously enforce
24 minimum labor standards in order to ensure employees are not required or permitted to work under
25 substandard unlawful conditions..." and "to protect employers who comply with the law from those
26 who attempt to gain a competitive advantage at the expense of their workers by failing to comply
27 with minimum labor standards." Lab. Code section 90.5(a). The priorities include ensuring that
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overtime compensation is paid and that unlawful pay practices stop. See Lab. Code sections 1193.5 and 1194.5 [referenced in the enforcement proprieties set forth in Labor Code section 90.5(b)].

Here, the settlement agreement furthers the LWDA's enforcement of these priorities. Hence, the PAGA settlement payment contributes to the enforcement of the Labor Code and should therefore be approved under PAGA.

III) CONCLUSION

Based on the foregoing, the Parties respectfully request that the Court grant the Parties joint request for approval of the PAGA settlement.

DATED: January 24, 2025

Respectfully Submitted

KORDAB LAW OFFICES



Hekmat Kordab, Esq.
Yadira De La Rosa, Esq.
Attorneys for Plaintiff, Ahmad Yassine

1 **[PROPOSED] ORDER**

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3 Based on the documents and records filed herein, the Parties' Joint Stipulation, and good

4 cause appearing therefrom, it is hereby ORDERED:

5

6 [] PARTIES JOINT STIPULATION FOR COURT APPROVAL OF PAGA

7 SETTLEMENT AND DISMISSAL OF PLAINTIFF'S ELEVEN CAUSES OF ACTION OF

8 PLAINTIFF'S COMPLAINT, WITH PREJUDICE, IS GRANTED.

9

10 [] PARTIES JOINT STIPULATION FOR COURT APPROVAL OF PAGA

11 SETTLEMENT AND DISMISSAL OF PLAINTIFF'S ELEVEN CAUSES OF ACTION, OF

12 PLAINTIFF'S COMPLAINT, WITH PREJUDICE, IS NOT GRANTED.

13

14 OTHER ORDERS:

15 _____

16 _____

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19 _____.

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21 **IT IS SO ORDERED.**

22

23 DATED: _____

24 _____
Honorable Judge of the
25 San Bernardino County Superior Court

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