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6 Attorneys for Plaintiff, GHASSAN ABDULHADI,
on behalf of himself and all others similarly situated
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**
10

11 GHASSAN ABDULHADI, an individual,
on behalf of himself and others similarly
12 situated,

13 Plaintiff,

14 vs.
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16 YORK ENTERPRISES LLC, a California
limited liability company; and DOES 1
17 through 50, inclusive,

18 Defendants.
19

Case No. CVRI2404858

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon. Harold W. Hopp

Dept. 1

**DECLARATION OF WILLIAM TRAN IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION TO APPROVE THE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE UNDER
CALIFORNIA LABOR CODE §§ 2698 *et. seq.***

*[filed concurrently with Notice of Motion and
Motion; Memorandum of Points and Authorities;
Declarations of Alvin B. Lindsay and Michael
Sutherland; and [Proposed] Order and
Judgment]*

Hearing:

Date: March 26, 2026

Time: 08:30 a.m.

Reservation: 107402419417

Original Complaint filed: August 29, 2024

Trial Date: None set.

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5. On August 29, 2024, Plaintiff filed a Representative Action seeking penalties under PAGA against Defendant for: (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Labor Code § 226.7; (4) Rest-Break Liability Labor Code § 226.7; (5) Failure to Pay Reporting 8 CCR § 11040(5); (6) Violation of Labor Code §§ 226(a) and 1174; (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 201, 202, and 203; (10) Failure to Provide Sick Days; and (11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802. (“the Operative Complaint”).

6. Before filing the instant action, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. After conducting initial investigation, PAGA Counsel determined that Plaintiff's claims were well-suited for representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated and aggrieved group of employees.

7. After filing of the Operative Complaint, the parties' counsel met and conferred regarding the conduct of this Action and formal and informal discovery as well as the arbitration agreement signed by Plaintiff at the outset of his employment with Defendants, and agreed to schedule a mediation in an effort to arrive at an amicable early informal resolution.

SETTLEMENT NEGOTIATIONS AND TERMS

8. In advance of mediation, PAGA Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting and conferring with defense counsel about same; (2) reviewing and analyzing a sampling of time and pay records, Defendant's Employee Handbook, and Plaintiff's personnel files; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendant at the mediation. After analyzing the relevant documents and other gathered data, PAGA Counsel believed that this case was appropriate for resolution via mediation.

1 9. On July 30, 2025, the Parties participated in a full-day mediation facilitated by
2 mediator David Phillips, who is highly experienced in wage and hour and PAGA matters. During
3 mediation, the Parties engaged in a good faith, arms-length negotiations that resulted in a
4 Mediator’s Proposal, which was accepted by both Parties. The general terms of the settlement were
5 first memorialized via acknowledgement of the Mediator’s Proposal, then later formalized in the
6 long-form Settlement Agreement now before the Court for approval.

7 10. Plaintiff also provided a general release of his individual wage and hour claims in a
8 separate individual settlement. Pursuant to the separate Confidential Individual Settlement
9 Agreement, Plaintiff filed a Rule 3.770 Request for Dismissal and the Court entered an Order on
10 November 19, 2025 dismissing the Plaintiff’s remaining individual, non-PAGA, wage and hour
11 claims with prejudice. The PAGA claims addressed herein are all that remain, and upon the Court
12 granting approval to the parties’ PAGA Settlement Agreement and entering judgment, this action
13 will be resolved in its entirety.

14 11. For purposes of the Settlement, the group of Aggrieved Employees are defined as:
15 “a current or former non-exempt employee of Defendant YORK ENTERPRISES LLC in California
16 who worked for Defendant YORK ENTERPRISES LLC during the PAGA Period.” The PAGA
17 Period is defined as: “June 21, 2023, through final approval by the Court.” In this case, there are
18 approximately 432 Aggrieved Employees in the PAGA Period.

19 12. The Settlement Agreement, attached hereto as **Exhibit 1**, requires Defendants to pay
20 a total sum of \$142,500.00 (the “Gross Settlement Amount”). The Gross Settlement Amount will
21 be allocated as follows, pending Court approval:

22 a) Attorneys’ fees of up to one-third of the Gross Settlement Amount, which is
23 **\$47,500.00** (“PAGA Counsel Fees Payment”) and litigation costs in the amount of **\$22,049.59**
24 (“PAGA Counsel Litigation Expenses Payment”);

25 b) Administration costs of no more than **\$6,850.00** to be paid to the Settlement
26 Administrator Apex Class Action Administration (“Apex”), for sending notices and for calculating
27 settlement shares and preparing all checks and mailings (“Administration Expenses Payment”);

28 c) The remainder of the Gross Settlement Amount (the “Net Settlement

Amount”) after deducting the above fees and costs is approximately **\$66,100.41** and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 65% (**\$42,965.27**) being paid to the LWDA (the “LWDA PAGA Payment”) and 35% (**\$23,135.14**) being paid to the Aggrieved Employees on a pro-rata basis (“Individual PAGA Payment”); and

d) The Aggrieved Employees will receive \$2.72 per pay period for an average of approximately \$53.55 per person (**\$23,135.14** divided by 432 Aggrieved Employees) as their share of the Individual PAGA Payment.

13. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm’s length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the parties agreed to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

14. Moreover, PAGA Counsel believes that the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an independent review of the Settlement by the Court in the approval process will confirm this conclusion.

THE STRENGTH OF PLAINTIFF’S CASE

IN LIGHT OF THE SETTLEMENT AMOUNT

15. Plaintiff alleges that Defendant violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code § 2699, specifically, Plaintiff alleged, *inter alia*, that Defendants:

- Failed to pay the Aggrieved Employees minimum wages and overtime for time spent engaging in “off-the-clock” work, including waiting in lines to access the

1 clock-in stations prior to being allowed to clock in for the start of their shifts.

- 2 • Failed to provide the Aggrieved Employees with compliant meal periods
- 3 because of the many and different work demands that prevented them from
- 4 taking their meal periods at their scheduled times.
- 5 • Failed to provide the Aggrieved Employees with compliant rest periods as they
- 6 frequently received interrupted, shortened, or no rest periods.
- 7 • Failed to pay the Aggrieved Employees reporting time pay of at least one-half
- 8 of their scheduled shift when they were required to report to work.
- 9 • Failed to provide accurate wage statements, including misstating the total hours
- 10 worked and total wages earned by Aggrieved Employees.
- 11 • Failed to maintain accurate records of Aggrieved Employees' earned wages;
- 12 • Unlawfully collected or deducted Aggrieved Employees' earned wages.
- 13 • Failed to pay all wages owed to Aggrieved Employees twice monthly;
- 14 • Failed to pay all wages owed to Aggrieved Employees at the time of their
- 15 termination or within seventy-two hours of their resignation;
- 16 • Failure to provide paid sick days and/or COVID-19 supplemental sick leave to
- 17 Aggrieved Employees; and
- 18 • Failed to reimburse lawful necessary work related expenses and losses to the
- 19 Aggrieved Employees.

20 16. Defendant denied and continue to deny all of the claims made by Plaintiff in this
21 Action and contend that they acted at all relevant times in conformance with the law. Defendant
22 contend that Plaintiff and the Aggrieved Employees were paid for all hours worked, including
23 overtime, and reporting time; provided lawfully compliant meal and rest periods and that any
24 deviations were at the voluntary election of the Plaintiff and/or the Aggrieved Employees and not
25 at the request of Defendant or due to work; that Defendant paid all wages due on a timely basis;
26 that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments;
27 that Defendant's wage statements complied with the law; that Defendant provided all paid sick
28 days and/or COVID-19 supplemental sick leave; and that neither Plaintiff nor any of the Aggrieved

1 Employees incurred reasonable business related expenses for which they were not reimbursed. In
2 light of Defendant denials and arguments, PAGA Counsel carefully evaluated and negotiated a
3 settlement that ensures a fair and equitable recovery for the affected employees.

4 **PAGA PENALTIES**

5 17. The Private Attorneys General Act, Labor Code § 2699 *et seq.* allows Plaintiff to
6 obtain civil penalties on behalf of themselves and other aggrieved employees for Defendants'
7 violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil
8 penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties
9 are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for
10 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
11 each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
12 2699(i), sixty-five (65) percent of the penalties recovered must be allocated to the LWDA, with the
13 remaining thirty-five (35) percent allocated to the affected employees. However, under *Amaral v.*
14 *Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of \$100
15 per violation applies in the absence of a determination that a violation actually occurred.

16 18. Based on the foregoing facts and law, PAGA Counsel estimated Defendants'
17 maximum total exposure on the PAGA claim at approximately \$850,000.00, calculated by
18 multiplying the total number of Pay Periods (8,500) by \$100.00 per violation. Plaintiff's calculation
19 of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period
20 (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation).

21 19. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
22 violations, particularly when those violations all stem from the same alleged "injury." *Aguirre v.*
23 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
24 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
25 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
26 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
27 ("There is no authority that "would permit double recovery of essentially the same penalties.")

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20. PAGA penalties are permissive rather than mandatory. Labor Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$142,500.00 Gross Settlement Amount in this case, PAGA Counsel considered various reasons why the Court may reduce any eventual recovery at its discretion and considered that PAGA penalties are not mandatory but permissive.

21. The Gross Settlement Amount of \$142,500.00 is approximately 16.76% of the maximum potential exposure of \$850,000.00. The Gross Settlement Amount therefore represents a value at approximately \$16.76 per Pay Period. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, and the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable.

QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL

22. I am an associate attorney at D.Law and counsel of record for Plaintiff. I was admitted to the California State Bar in February 2021. I earned my B.A. from UC Irvine in 2014 and my J.D. from UCSF College of the Law (formerly UC Hastings) in 2020. Since 2022, I have practiced exclusively in employment law, representing plaintiff-employees in wage-and-hour class actions and PAGA actions. I have served as lead or co-lead counsel in numerous federal and state class actions (including in the Central, Southern, Eastern, and Northern Districts of California), recovering millions of dollars in settlements against defendants, including Fortune 500 companies.

1 I am experienced in evaluating class and representative claims, weighing settlement versus trial,
2 and assessing the viability of defenses.

3 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

4 23. Mr. Lindsay is providing a concurrently filed Declaration in support of approval
5 addressing D.Law's and his background and experience, as Plaintiff's counsel and PAGA Counsel
6 along with our applicable billable rates. Mr. Lindsay also addresses the fees and costs that PAGA
7 counsel has incurred and provides the firm's invoice for these costs. (Lindsay Decl., Exhibit 12).
8 In light of my background and experience and that of D.Law and Mr. Lindsay, we submit our firm
9 is well qualified to serve as PAGA Counsel. In light of my background and experience, my hourly
10 rate is \$585/hr. This rate has been approved or otherwise accepted by state and federal courts I have
11 appeared before. Mr. Lindsay provides a summary of the hours I have invested in this action for
12 lodestar cross check purposes and provides my contemporaneous timekeeping records
13 documenting them. (Lindsay Decl., ¶¶ 22-26, Exhibits 9 -11).

14 **SUMMARY AND CONCLUSION**

15 24. Settlement Administration Costs: The Parties agreed to use Apex Class Action
16 Administration ("Apex") as the third-party settlement administrator in this case. Apex will be
17 responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of
18 Settlement and calculating and distributing the settlement checks, among other duties. Apex capped
19 its fees at \$6,850.00 for administering the Settlement and based on PAGA Counsel's experience in
20 other class and PAGA settlements, Apex's costs for administering this Settlement are fair and
21 reasonable, and PAGA counsel requests the Court approve the \$6,850.00 reimbursement and
22 payment to Apex. *See also* the concurrently filed Declaration of Michael Sutherland from Apex.

23 25. Allocation of PAGA Funds – LWDA and Aggrieved Employees: If the Court
24 approves each of the foregoing payments, approximately \$66,100.41 remain in the net settlement
25 sum. Of that, 65% (\$42,965.27) must be paid to the Labor and Workforce Development Agency,
26 per Labor Code § 2699, *et seq.*, and 35% (\$23,135.14) shall be shared amongst the Aggrieved
27 Employees on a pro rata basis based on the number of pay periods they worked in the PAGA Period.

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1 26. Notice of PAGA Settlement and Release of Claims: If the Court approves the
2 Settlement Agreement, Plaintiff further requests the Court to approve the Notice of PAGA
3 Settlement and Release of Claims attached to the Settlement Agreement as **Exhibit A** for mailing
4 with the disbursement of settlement payments to be completed by Apex.

5 27. On June 21, 2024, my office submitted Plaintiff's PAGA Notice Letter to the
6 LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of the confirmatory email my office
7 received from the LWDA after submission of Plaintiff's PAGA Notice Letter.

8 28. On December 18, 2025, my office submitted the Motion for Approval of PAGA
9 Settlement and proposed order to the LWDA. Attached hereto as **Exhibit 3** is a true and correct
10 copy of the confirmatory email my office received from the LWDA after submission of the moving
11 papers and PAGA Settlement Agreement.

12 29. I am not aware of any class or other representative action in any other court that
13 asserts claims similar to those alleged in the action being settled.

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

16 Executed this December 19, 2025, at Glendale, California.

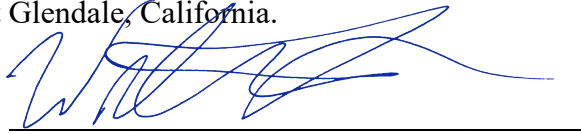
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18 _____
19 William Tran

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT
Ghassan Abdulhadi v. York Enterprises LLC, et al.
Riverside County Superior Court Case No. CVRI2404858

This Labor Code Private Attorney General Act (PAGA) Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiff GHASSAN ABDULHADI (“Plaintiff”), on the one hand, and Defendant YORK ENTERPRISES LLC (“Defendant”), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Ghassan Abdulhadi v. York Enterprises LLC, et al.*, initiated on August 29, 2024, and pending in Superior Court of the State of California, County of Riverside, designated as Case No. CVR12404858.
- 1.2. “Administrator” means Apex Class Action Administration (“Apex”) the neutral entity the Parties have 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. Apex has provided a not to exceed quotation of \$6,850 to administer the Settlement, including sending both a English and Spanish versions of the Notice with individual settlement checks.
- 1.4. “Aggrieved Employee” means a current or former non-exempt employee of Defendant YORK ENTERPRISES LLC in California who worked for Defendant YORK ENTERPRISES LLC during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 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. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Riverside.

- 1.9. “Defense Counsel” means the attorneys representing Defendant in the action:
- Joseph W. Rose, Esq.
Mehran Tahoori, Esq.
Rose Law, A Professional Corporation
4092 Bridge Street
Fair Oaks, CA 95630
Telephone: (916) 273-1260
Facsimile: (916) 290-0149
E-Mail: legalteam@joeroselaw.com
- 1.10. “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.11. “Gross Settlement Amount” means One Hundred Forty-Two Thousand Five Hundred (\$142,500) which is the total amount Defendant agrees to pay under this Agreement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment. Plaintiff is not seeking a PAGA Representative Payment in light of his separate individual settlement agreement and general release, but will be entitled to receive his individual PAGA payment.
- 1.12. “Individual PAGA Payment” means each Aggrieved Employee’s pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 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. (m).
- 1.15. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Aggrieved Employees on a pro rata basis as Individual PAGA Payments.

- 1.17. “PAGA Counsel” means the attorneys representing the Plaintiff in the Action:
- Alvin B. Lindsay, Esq.
D.LAW, INC.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
E-Mail: a.lindsay@d.law
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant YORK ENTERPRISES LLC for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from June 21, 2023, through final approval by the Court.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.22. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA, dated June 21, 2024, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount after deduction of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment as approved by the Court. The PAGA Penalties will be allocated 35% to the Aggrieved Employees for their Individual PAGA Payments and the 65% to LWDA PAGA Payment in settlement of the PAGA claims.
- 1.24. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.25. “Released Parties” means: Defendant YORK ENTERPRISES LLC, and each of its/her former and present directors, officers, shareholders, owners, managers, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, employees, spouses, agents, and/or professional employer organizations.

- 1.26. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On August 29, 2024, Plaintiff GHASSAN ABDULHADI commenced this Action by filing a Complaint against Defendant under the PAGA alleging: 1) Failure to Pay Minimum Wages and for All Hours Worked; 2) Failure to Pay Wages and Overtime Under Labor Code § 510; 3) Meal Period Liability Labor Code § 226.7; 4) Rest-Break Liability Labor Code § 226.7; 5) Failure to Pay Reporting Time Under 8 CCR § 11050(5); 6) Violation of Labor Code § 226(a) and § 1174; 7) Violation of Labor Code § 221; 8) Violation of Labor Code § 204; 9) Violation of Labor Code § 201, 202, and 203; 10) Failure to Provide Sick Days; and 11) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802 (the “Operative Complaint”).
- 2.2. Plaintiff also separately filed an individual and putative class action complaint on August 21, 2024, which was referred to private arbitration under the Parties’ arbitration agreement, and the class action allegations were dismissed without prejudice. Settlement of Plaintiff’s individual claims is made under a separate individual settlement agreement between the Parties. This Agreement is part of a global resolution that also includes an individual settlement agreement resolving Plaintiff’s individual claims.
- 2.3. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action therein alleged. No Party shall be viewed as a prevailing party by virtue of this Agreement.
- 2.4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.5. On July 30, 2025, the Parties participated in a mediation presided over by mediator David Phillips, Esq., of Signature Resolution, which led to this arm’s-length Agreement to compromise and settle the Action.
- 2.6. Prior to mediation and negotiating the Settlement, Plaintiff obtained, through formal written discovery, information related to Defendant’s alleged Labor Code violations, including wage and payroll information for the employees and former employees employed by Defendant during the PAGA Period.
- 2.7. The Parties, PAGA Counsel, and Defense Counsel represent that they are aware of no other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant promises to pay One Hundred Forty-Two Thousand Five Hundred (\$142,500) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is \$47,500, and PAGA Counsel Litigation Expenses Payment to reimburse PAGA Counsel for costs and litigation expenses incurred and documented and as determined to be reasonable and approved by the Court in connection with final Settlement approval. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will report the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using IRS 1099, Box 10. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these Payments.
 - 3.2.2. To the Administrator Apex: An Administrator Expenses Payment not to exceed \$6,850 except for a showing of good cause and as approved by the Court.
 - 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties paid from the Gross Settlement Amount will be allocated 65% to the LWDA PAGA Payment and 35% to the Individual PAGA Payments.

- 3.2.4. The Administrator will calculate each Individual PAGA Payment by: (i) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of total Individual PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period; then (ii) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are four hundred thirty-two (432) Aggrieved Employees who worked a total of eight thousand five hundred (8,500) PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within twenty-one (21) days of the Court's appointment of the Administrator, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in electronic form as a Microsoft Excel spreadsheet or CSV text file. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within ten (10) calendar days from the Effective Date.
- 4.3.1. Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail and/or wire checks for all Individual PAGA Payments, PAGA Representative Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Litigation Expenses Payment.

- 4.3.2. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.3.3. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.3.4. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.3.5. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as, for example, 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 4.3.6. The Administrator will wire the PAGA Counsel Fees Payment and the PAGA Litigation Expenses Payment to PAGA Counsel. PAGA Counsel will provide the Administrator with necessary bank routing number(s), bank account number(s), and wire information.

5. RELEASES OF CLAIMS. Conditioned upon Defendant fully and timely funding the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1.1. Plaintiff's Release. Plaintiff releases and forever discharges Released Parties from all claims, transactions, or occurrences during the PAGA Period, including, without limitation, all claims that were alleged in the Operative Complaint and the PAGA

Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. This release shall be binding upon, and inure to the benefit of, the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

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

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

5.2. Release by Aggrieved Employees:

Conditioned upon Defendant fully and timely funding the entire Gross Settlement Amount, all Aggrieved Employees are deemed to release and forever discharge the Released Parties for all PAGA Penalties arising during the PAGA Period, including, without limitation, all PAGA Penalties for claims that were alleged in the Operative Complaint and the PAGA Notice. This release shall be binding upon the Aggrieved Employees and their heirs, representatives, executors, administrators, successors, spouses, agents, insurers, and assigns, and shall inure to the benefit of each and all Released Parties, and to their heirs, representatives, executors, administrators, successors, spouses, and assignees.

5.2.1 Aggrieved Employees may not collaterally attack, through separate proceedings, the Court's approval of this Agreement, the Judgment, or any of their provisions. The Judgment and releases provided for herein shall have res judicata and collateral estoppel effect as to all Aggrieved Employees with respect to the Released PAGA Claims.

5.3. Release by PAGA Counsel:

Conditioned upon Defendant fully and timely funding the entire Gross Settlement Amount, PAGA Counsel release and forever discharge the Released Parties from all claims for attorney's fees and litigation expenses incurred in connection with the

Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice. This release shall be binding upon PAGA Counsel and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all Released Parties, and to their heirs, representatives, executors, administrators, successors, spouses, employees, and assignees.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (s), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to timely transmission to the LWDA of all necessary PAGA documents (*i.e.*, initial notice of violations (Labor Code section 2699.3, subd. (a)), provision to the LWDA of a file-stamped copy of the Operative Complaint (Labor Code section 2699, subd. (l)(1)), provision to the LWDA of the proposed Settlement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's settlement approval to the Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of

the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

- 6.4. Defendant's Right to Void Settlement. If the Court declines to approve this Agreement, or conditions approval on any material modification to its terms that is unacceptable to Defendant, then Defendant shall have the right, in its sole discretion, to void this Agreement by providing written notice to Plaintiff and PAGA Counsel within fourteen (14) calendar days of the Court's ruling. If Defendant exercises this right, the Parties shall be restored to their respective positions as of immediately prior to execution of this Agreement, and neither this Agreement nor any of its terms shall be admissible in any subsequent proceeding.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to the state and federal taxing authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (QSF) under US Treasury Regulation section 468B-1.
- 7.4. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court shall, pursuant to California Code of Civil Procedure § 664.6, retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their

respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

- 9.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 9.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the PAGA Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 9.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 9.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and

supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 9.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 9.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 9.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §§ 1152, and 1115, *et seq.*, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator

discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.

- 9.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Alvin B. Lindsay, Esq.
D.LAW, INC.
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469
E-Mail: a.lindsay@d.law

To Defendant:

Joseph W. Rose, Esq.
Mehran Tahoori, Esq.
ROSE LAW, APC
4092 Bridge Street
Fair Oaks, CA 95628
Telephone: (916) 273-1260
Facsimile: (916) 290-0148
E-Mail: legalteam@joeroselaw.com

- 9.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign or other method compliant with the Electronic Signatures in Global and National Commerce Act (E-Sign Act) Act and/or the Uniform Electronic Transactions Act), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and

PAGA Settlement Agreement

Ghassan Abdulhadi v. York Enterprises LLC, et al. (CVRI2404858)

Page 14 of 15

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.

- 9.17. 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 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto have each approved and executed this Agreement on the dates set forth opposite their respective signatures.

Ghassan Abdulhadi (“Plaintiff”)

Dated: 10/14/2025

DocuSigned by:

1EB71368A361440...
Ghassan Abdulhadi

Approved as to form:

Dated: 10/15/2025

D.LAW, INC.

By: 
Alvin B. Lindsay
Attorney for Plaintiff
GHASSAN ABDULHADI

Dated: _____

YORK ENTERPRISES LLC (“Defendant”)

By: _____
Shawn York
Its: Managing Member

Approved as to form:

Dated: _____

ROSE LAW, A PROFESSIONAL CORPORATION

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.

- 9.17. 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 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the Parties hereto have each approved and executed this Agreement on the dates set forth opposite their respective signatures.

Ghassan Abdulhadi (“Plaintiff”)

Dated: _____

Ghassan Abdulhadi

Approved as to form:

Dated: _____

D.LAW, INC.

By: _____
Alvin B. Lindsay
Attorney for Plaintiff
GHASSAN ABDULHADI

Dated: 10/20/2025

YORK ENTERPRISES LLC (“Defendant”)

By: 
ID DVZTenK6QerTAen8he4sRDj1

Shawn York
Its: Managing Member

Approved as to form:

Dated: 10/20/2025

ROSE LAW, A PROFESSIONAL CORPORATION

By:



ID bK2oMdvxG3B4pt46rupFqn13

Joseph W. Rose
Attorney for Defendant
YORK ENTERPRISES LLC

EXHIBIT A

EXHIBIT A

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Dear Current or Former Employee of York Enterprises LLC:

You have received this notice because York Enterprises LLC (“Defendant”) records indicate that you have worked for York Enterprises LLC (“at some time between August 13, 2023, through date that the Court enters the order granting approval of the settlement. (“the PAGA Period”). *Ghassan Abdulhadi v. York Enterprises LLC, et al.*, Riverside County Superior Court, Case No. CVRI12404858 (the “Action”), have reached a settlement that affects you. Plaintiff Ghassan Abdulhadi (“Plaintiff”), as a proxy of the State of California and on behalf of current and former non-exempt employees who worked for Defendant during the PAGA Period (“PAGA Members”), sued Defendant for civil penalties under the California Private Attorneys General Act (“PAGA”) for alleged failure to pay minimum and overtime wages, failure to pay earned wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay for reporting time, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse business expenses.

Prior to initiating the lawsuit, on June 21, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 221, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1035722-24 (the “PAGA Notice”).

Defendant strongly disputes Plaintiff’s allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the Action. However, to avoid the time and expense associated with further litigation, Plaintiff and Defendant agreed to settle the case, which settlement has been approved by the Court.

Pursuant to the release approved by the Court, Plaintiff, as a proxy for the State of California and on behalf of all PAGA Members, released the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising between June 21, 2023, through date that the Court enters the order granting approval of the settlement. that were asserted in the Action or that are reasonably related to the facts alleged in the Action, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, for claims under Labor Code sections California Labor Code sections 201; 202; 203; 204; 206.5; 210; 221; 226; 226.2; 226.7; 227.3; 510; 512; 551; 552; 558; 558.1; 1174; 1174.5; 1185; 1194; 1194.1; 1194.2; 1197; 1197.1; 1198; 1199; 2802; 2698, *et seq.*; and the applicable Industrial Welfare Commission Wage Orders.

The Released Parties are York Enterprises LLC and its respective past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, agents, and attorneys, and each of them, and their respective past and present successors and predecessors

in interest, and all of their respective past and present and future officers, directors, employees, shareholders, owners, members, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers, and reinsurers.

According to Defendant's records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred and eighty (180) days. Checks that are not cashed within 180 calendar days of issuance will be voided and the funds will be distributed to the California State Controller's Unclaimed Property Fund in the name of the employee who did not cash the check. You will not be retaliated against for cashing your check. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

The Gross Settlement Amount of the PAGA penalties is \$142,500.00. The Court approved Attorney fees in the amount of \$47,500.00, attorney litigation costs in the amount of \$22,049.59 and administration costs in the amount of \$6,850.00. Thus, the Net Settlement Amount of the PAGA penalties, after administrative costs and attorney's fees, is \$66,100.41. Under the PAGA statutes, penalties are divided between the State of California and PAGA Members, with the State receiving 65% of the penalties. The Labor and Workforce Development Agency of California shall receive \$42,965.27 and the approximate 432 PAGA Members shall receive an estimated payment of \$53.55 distributed on a pro-rata basis based on the respective number of pay periods during which an PAGA Member worked for Defendant during the PAGA Period. The Settlement Administrator calculated your individual PAGA payment by (a) dividing the amount of the 35% share of PAGA penalties (\$23,135.14) by the total number of PAGA Pay Periods at issue for all PAGA Employees during the PAGA Period (8,500) and (b) multiplying the result by each individual Employee's PAGA Pay Periods at issue.

Your Individual PAGA Payment is estimated to be \$ [REDACTED]. This estimate is based on Defendant's records showing that **you worked [REDACTED] Pay Periods** during the PAGA Period.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit. **Please be advised that an Aggrieved Employee may not opt-out or be excluded from the PAGA Settlement.**

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any questions, please contact:

Apex Settlement Administrators
18 Technology Drive, Suite 154; Irvine, CA 92618
Toll-Free Phone Number: 800-355-0700

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUIT. PLEASE DO NOT CONTACT THE COURT OR CLERK REGARDING THE CASE.

EXHIBIT 2

Subject: Thank you for submission of your PAGA Case.

Date: Friday, June 21, 2024 at 3:20:46 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

To: Sasha Zambrano <s.zambrano@d.law>

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

6/21/2024

LWDA Case No. LWDA-CM-1035722-24

Law Firm : D.Law, Inc.

Plaintiff Name : Ghassan Abdulhadi and other similarly aggrieved employees

Employer: York Enterprises LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

David

Your Last Name *

Yeremian

Firm Name (if any) *

D.Law, Inc.

(Enter "in pro per" if you are representing yourself)

Your Email Address *

s.zambrano@d.law

Your Street Name, Number and Suite/Apt *

880 E Broadway

Your Mobile Phone Number

Your City *

Glendale

Your Work Phone Number

818-962-6465

Your State *

California

Your Zip/Postal Code *

91203

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Ghassan Abdulhadi and other similarly

Plaintiff/Aggrieved Employee Occupation *

hourly, non-exempt employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

General Partnership

Employer Name *

York Enterprises LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2913 Wild Springs Ln

Employer City *

Corona

Employer State *

California

**Employer Zip/Postal Code ***

92883

Employer Industry *

Restaurant

**Add additional defendants**

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information**Estimated Number of Employees Impacted by Violations ***

51

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☒ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

David

Billing Last Name *

Yeremian

Billing Email *

s.zambrano@d.law

Billing Phone

818-962-6465

Billing Street Name, Number and Suite/Apt *

880 E Broadway

Billing City *

Glendale

Billing State *

California

Billing Zip/Postal Code *

91203

Credit Card Type *

Visa

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *[REDACTED]
mm**Credit Card Expiration Year ***[REDACTED]
yyyy**Notice and Other Attachments****PAGA Claim Notice (must be a .pdf) *** LWDA Ltr w C...bdulhadi).pdf**Other Attachment – (if any) (must be a .pdf)** Complaint (Abdulhadi).pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

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EXHIBIT 3