

1 Daniel V. Santiago, Esq. (SBN 206532)
2 LAW OFFICES OF DANIEL V. SANTIAGO, P.C.
3 355 South Grand Avenue, Suite 2450
4 Los Angeles, California 90071
5 Phone: (760) 652-9801
6 E-mail: dvs@dvslawoffices.com
7 Attorney for the Plaintiff, Esmail Momand

8 Matthew C. Bradford, Esq. (SBN 196798)
9 Nathan M. Robinson, Esq. (SBN 305611)
10 ROBINSON BRADFORD, LLP
11 3439 Brookside Road, Suite 212
12 Stockton, California 95219
13 Phone: (209) 954-9001
14 E-mails: matthew@robinsonbradford.net and nathan@robinsonbradford.net
15 Attorneys for the Defendants, Secure Guard Security Services, Inc. and
16 Ahmad Z. Hamidi

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE**
13 **CIVIL COMPLEX CENTER**

14 ESMAIL MOMAND, individually, on behalf of
15 all others similarly situated, and as
16 representative of the State of California on
17 behalf of all aggrieved employees,

18 Plaintiff,

19 v.

20 SECURE GUARD SECURITY SERVICES,
21 INC., a California corporation, AHMAD Z.
22 HAMIDI, an individual, and DOES 1 - 20,
23 inclusive,

24 Defendants.

Case No. 30-2022-01262807-CU-OE-CXC

**STIPULATION AND [PROPOSED]
ORDER REGARDING DISMISSALS OF
PLAINTIFF'S CLAIMS**

25 **IT IS HEREBY STIPULATED** by and between the Plaintiff, Esmail Momand, on the one
26 hand, and the Defendants, Secure Guard Security Services, Inc. ("SGSSI") and Ahmad Z. Hamidi,
27 on the other hand, by and through their respective undersigned counsel, that:

1 1. At the Status Conference on February 26, 2023, the Parties' counsel informed the
2 Court that the Parties were receptive to private mediation. Shortly thereafter, the Parties scheduled
3 a private, full-day mediation with Douglas A. Glass of Signature Resolution on May 25, 2023.

4 2. The Parties participated in a mediation session with Mr. Glass on May 25, 2023, via
5 Zoom videoconference. At the conclusion of that mediation session, it was clear that any potential
6 settlements of Plaintiff's putative class action claims and/or representative PAGA claims on behalf
7 of the other allegedly aggrieved employees of SGSSI were unfeasible because of Defendants'
8 financial condition. Although the Parties made significant progress with attempting to resolve
9 Plaintiff's individual claims, they were unable to reach a settlement agreement in principle at the
10 conclusion of that mediation session.

11 3. Subsequently, the Parties continued their efforts with Mr. Glass' ongoing assistance
12 to reach a settlement of Plaintiff's individual claims. Those efforts included several phone calls and
13 emails with Mr. Glass, who remained committed to assisting the parties with reaching a settlement
14 agreement in principle.

15 4. On June 26, 2023, the Parties reached a settlement agreement in principle with
16 regard to Plaintiff's individual claims subject to, *inter alia*, the execution of a Confidential
17 Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement") to all Parties'
18 satisfaction.

19 5. The Defendants executed the Settlement Agreement on September 29, 2023. The
20 Plaintiff executed the Settlement Agreement on October 13, 2013.

21 6. The Settlement Agreement is expressly conditioned upon, *inter alia*, the Orange
22 County Superior Court's entry of an Order: (a) approving the settlement of Plaintiff's representative
23 PAGA claims against the Defendants on behalf of himself as an allegedly aggrieved employee of
24 SGSSI (hereinafter referred to as "Plaintiff's individual PAGA claims"); (b) dismissing with
25

1 prejudice Plaintiff's individual claims against the Defendants (including, but not limited to,
2 Plaintiff's individual PAGA claims); (c) dismissing without prejudice Plaintiff's representative
3 PAGA claims against the Defendants on behalf of the other allegedly aggrieved employees of
4 SGSSI; and (d) dismissing without prejudice Plaintiff's putative class action claims against the
5 Defendants (such Order is hereinafter referred to as "Dismissal Order").
6

7 7. The terms of the Settlement Agreement include, *inter alia*:

8 (a) The Parties wish to avoid the expense of further proceedings and desire to resolve
9 any and all claims that actually were alleged, or that could have been alleged, in the Action, and
10 Defendants deny and dispute all of Plaintiffs' alleged causes of action and allegations in the Action.

11 (b) The Gross Settlement Amount of \$42,000 is to be distributed as follows: [i] \$881.25
12 is to be paid to the Labor and Workforce Development Agency ["LWDA"] in connection with the
13 settlement of Plaintiff's individual PAGA claims against the Defendants; [ii] \$17,500 is to be paid
14 to Plaintiff [more specifically, that sum consists of a payroll check in the amount of \$5,825.00, less
15 withholdings and deductions, in settlement of his individual wage-related claims to be reported on
16 an IRS Form W-2 and settlement payments in the total amount of \$11,675 in settlement of his
17 individual non-wage-related claims to be reported on an IRS Form 1099]; and [iii] \$23,618.75 is to
18 be paid to Plaintiff's counsel.
19

20 (c) The Gross Settlement Amount of \$42,000 is to be paid in full via equal monthly
21 settlement payments, with the first settlement payment being made within 7 calendar days of the
22 Court's Dismissal Order and the last settlement payment being made on or before February 1, 2024.

23 (d) If any of the monthly settlement payments described in the Settlement Agreement is
24 more than five (5) calendar days late, then Plaintiff reserves his rights in the exercise of his sole
25 discretion to enforce this Agreement and the terms governing the settlement payments described
26 above in accordance with California Code of Civil Procedure 664.6.
27
28

1 8. The Settlement Agreement described herein was negotiated at arms-length with the
2 assistance of Mr. Glass, a very experienced mediator with Signature Resolution.

3 9. This Stipulation and [Proposed] Order may be executed in counterparts.

4 Dated: October 26, 2023

Respectfully submitted,

6
7 By: 

Daniel V. Santiago, Esq.
Law Offices of Daniel V. Santiago, P.C.
Attorney for Plaintiff,
ESMAIL MOMAND

8
9
10 Dated: October 31 2023

Respectfully submitted,

11
12 By: 

Nathan Robinson, Esq.
Matthew Bradford, Esq.
Robinson Bradford, LLP
Attorneys for Defendants,
SECURE GUARD SECURITY SERVICES, INC.
and AHMAD Z. HAMIDI

13
14
15
16
17 **[PROPOSED] ORDER**

18 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED THAT:**

19
20 1. The Court hereby approves of the settlement of Plaintiff's representative PAGA
21 claims against the Defendants on behalf of himself as an allegedly aggrieved employee of SGSSI
22 (hereinafter referred to as "Plaintiff's individual PAGA claims") for One Thousand One Hundred
23 Seventy Five U.S. Dollars (\$1,175.00) (75% of which or Eight Hundred Eighty One U.S. Dollars
24 and Twenty Five Cents (\$881.25) is to be paid to the "Labor and Workforce Development Agency"
25 ["LWDA"] and 25% of which or Two Hundred Ninety Three U.S. Dollars and Seventy Five Cents
26 [\$293.75] is to be paid to Plaintiff). Upon receipt of the initial settlement payments described in the
27
28

1 Settlement Agreement, Plaintiff's counsel shall promptly transfer to the LWDA and Plaintiff their
2 respective shares of the settlement of Plaintiff's individual PAGA claims against the Defendants.

3 2. The Court hereby dismisses with prejudice Plaintiff's individual PAGA claims
4 against the Defendants.

5 3. The Court hereby dismisses with prejudice Plaintiff's individual non-PAGA claims
6 against the Defendants.

7 4. The Court hereby dismisses without prejudice Plaintiff's representative PAGA
8 claims against the Defendants on behalf of the other allegedly aggrieved employees of SGSSI.

9 5. The Court hereby dismisses without prejudice Plaintiff's putative class action claims
10 against the Defendants.

11 6. The Court hereby retains jurisdiction over this matter pursuant to California Code of
12 Civil Procedure 664.6 with regard to any future steps taken by any party to enforce the Settlement
13 Agreement.

14 **IT IS SO ORDERED.**

15 Dated:

16
17
18 Judge of the Superior Court of California,
19 County of Orange
20
21
22
23
24
25
26
27
28