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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

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

25 The Plaintiff, Esmail Momand, and the Defendants, Secure Guard Security Services, Inc.
26 ("SGSSI") and Ahmad Z. Hamidi, by and through their respective counsel, have filed a Stipulation
27 Regarding Dismissals of Plaintiff's Claims ("the parties' Stipulation").

28 **GOOD CAUSE APPEARING, THE COURT HEREBY APPROVES THE PARTIES'
STIPULATION AND ORDERS THAT:**

1 1. The Court hereby approves of the settlement of Plaintiff's representative PAGA
2 claims against the Defendants only on behalf of himself as an allegedly aggrieved employee of
3 SGSSI ("Plaintiff's individual PAGA claims") for \$1,175.00 (75% of which or \$881.25) is to be
4 paid to the "Labor and Workforce Development Agency" ["LWDA"] and 25% of which or \$293.75
5 is to be paid to Plaintiff). Upon receipt of the initial settlement payments described in the parties'
6 Confidential Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement"),
7 Plaintiff's counsel shall promptly transfer to the LWDA and Plaintiff their respective shares of the
8 settlement of Plaintiff's individual PAGA claims against the Defendants.

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

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

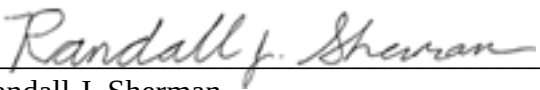
14 4. The Court hereby dismisses without prejudice Plaintiff's representative PAGA
15 claims against the Defendants on behalf of the other allegedly aggrieved employees of SGSSI.

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

18 6. The Court hereby retains jurisdiction over this matter pursuant to California Code of
19 Civil Procedure 664.6 with regard to any future steps taken by any party to enforce the Settlement
20 Agreement.
21

22 **IT IS SO ORDERED.**

23 Dated: **November 3, 2023**

24 
25 Randall J. Sherman
26 Judge of the Superior Court of California,
27 County of Orange
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