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9 (Counsel for Defendants Secure Guard Security Services, Inc. and Ahmad Z. Hamidi)

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

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

15 Plaintiff,

16 v.

17 SECURE GUARD SECURITY SERVICES,
18 INC., a California corporation, AHMAD Z.
19 HAMIDI, an individual, and DOES 1 - 20,
inclusive,

20 Defendants.
21

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

**JOINT STATUS CONFERENCE
STATEMENT**

22 The Plaintiff, Esmail Momand, and the Defendants, Secure Guard Security Services, Inc.
23 ("SGSSI") and Ahmad Z. Hamidi, by and through their respective undersigned counsel, respectfully
24 submit this Joint Status Conference Statement in connection with the Status Conference currently
25 scheduled for November 9, 2023, at 9:00 a.m. in Department CX105 (continued from July 6, 2023,
26 at 9 a.m. in Department CX105).
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1 **I. The Parties' Mediation With Douglas A. Glass of Signature Resolution**

2 At the Status Conference on February 16, 2023, the parties' counsel informed the Court that
3 the parties were receptive to private mediation. Shortly thereafter, the parties scheduled a private
4 mediation with Douglas A. Glass of Signature Resolution on May 25, 2023.

5 The parties participated in a mediation session with Mr. Glass on May 25, 2023, via Zoom
6 videoconference. At the conclusion of that mediation session, it was clear that any potential
7 settlements of Plaintiff's putative class action claims and/or representative PAGA claims on behalf
8 of the other allegedly aggrieved employees of SGSSI were unfeasible because of Defendants'
9 purported inability to pay a reasonable amount to settle such claims and substantial factual disputes
10 between the parties. Although the parties made significant progress with attempting to resolve
11 Plaintiff's individual claims, they were unable to reach a settlement agreement in principle at the
12 conclusion of that mediation session.
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14 Subsequently, the parties continued their efforts with Mr. Glass' ongoing assistance to reach
15 a settlement of Plaintiff's individual claims. Those efforts included several phone calls and emails
16 with Mr. Glass, who remained committed to assisting the parties with reaching a settlement
17 agreement in principle.
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19 **II. The Parties' Settlement Agreement To Resolve Plaintiff's Individual Claims**

20 On June 26, 2023, the parties reached a settlement agreement in principle with regard to
21 Plaintiff's individual claims subject to, *inter alia*, the execution of a Confidential Settlement
22 Agreement and Mutual Release of All Claims ("Settlement Agreement") to all parties' satisfaction.
23 The Defendants executed the Settlement Agreement on September 29, 2023. The Plaintiff executed
24 the Settlement Agreement on October 13, 2013.
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26 The Settlement Agreement required Defendants and Defendants' counsel to fully cooperate
27 with, Plaintiff and his counsel's efforts to obtain the Orange County Superior Court's Dismissal
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1 Order as soon as reasonably practicable. Such cooperation and steps included, *inter alia*,
2 Defendants' counsel's working with Plaintiff's counsel to obtain Ahmad Z. Hamidi's declaration
3 regarding Defendants' financial conditions supporting Defendants' "poverty defenses" (as described
4 by Plaintiff's counsel).

5 The Settlement Agreement is expressly conditioned upon, *inter alia*, the Orange County
6 Superior Court's entry of an Order: (a) approving the settlement of Plaintiff's representative PAGA
7 claims against the Defendants on behalf of himself as an allegedly aggrieved employee of SGSSI
8 (hereinafter referred to as "Plaintiff's individual PAGA claims"); (b) dismissing with prejudice
9 Plaintiff's individual claims against the Defendants (including, but not limited to, Plaintiff's
10 individual PAGA claims); (c) dismissing without prejudice Plaintiff's representative PAGA claims
11 against the Defendants on behalf of the other allegedly aggrieved employees of SGSSI; and (d)
12 dismissing without prejudice Plaintiff's putative class action claims against the Defendants (such
13 Order is hereinafter referred to as "Dismissal Order").

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16 **III. Stipulation and [Proposed] Order Regarding Dismissals of Plaintiff's Claims**

17 The parties respectfully requested that the Court continue the last Status Conference on July
18 6, 2023, to afford them ample time to finalize and file the parties' Stipulation and [Proposed] Order
19 Regarding the Dismissals of Plaintiff's Claims. Contemporaneously with Plaintiff's counsel's filing
20 of this Joint Status Conference Statement, Plaintiff's counsel has filed the parties' Stipulation and
21 [Proposed] Order Regarding the Dismissals of Plaintiff's Claims.
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1 In addition, contemporaneously with the filings of this Joint Status Conference Statement
2 and the parties' Stipulation and [Proposed] Order Regarding the Dismissals of Plaintiff's Claims,
3 Plaintiff's counsel has submitted copies of those papers to the Labor and Workforce Development
4 Agency ("LWDA") via submission / filing of copies of those papers on the LWDA's website.

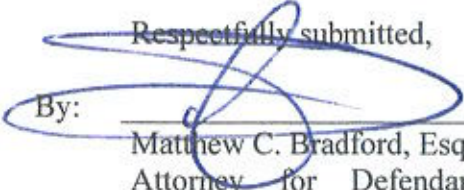
5 Dated: ~~October~~ ^{November} 1, 2023

Respectfully submitted,

6 By: 
7 Daniel V. Santiago, Esq.
8 Attorney for Plaintiff, Esmail Momand

9 Dated: October ²⁰2, 2023

Respectfully submitted,

10 By: 
11 Matthew C. Bradford, Esq.
12 Attorney for Defendants, Secure Guard
13 Security Services, Inc. and Ahmad Z. Hamidi
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2 **PROOF OF SERVICE**

3 I am over the age of eighteen years and not a party to the within action. My business
4 address is Law Offices of Daniel V. Santiago, P.C., 355 South Grand Ave., Suite 2450, Los
5 Angeles, California 90071. On the date identified below, I served the following document by
overnight delivery and electronic mail as follows:

6 **JOINT STATUS CONFERENCE STATEMENT**

7 **X BY OVERNIGHT DELIVERY:** On the date specified below, I deposited in a box or
8 other facility regularly maintained by Federal Express, United Parcel Service or other express
9 service carrier, or delivered to a courier or driver authorized by said express service carrier to
10 receive documents, a copy of the document listed above, in an envelope designed by the said
express service carrier, with delivery fees paid or provided for addressed to the individuals and/or to
the offices of the addressee(s) below:

11 Matthew C. Bradford, Esq.
12 Nathan M. Robinson, Esq.
13 ROBINSON BRADFORD, LLP
14 3439 Brookside Road, Suite 212
Stockton, California 95219

15 E-mails: matthew@robinsonbradford.net and nathan@robinsonbradford.net
(Counsel for Defendants Secure Guard Security Services, Inc. and Ahmad Z. Hamidi)

16 **X BY ELECTRONIC MAIL:** On the date identified below, I caused a copy of the
17 document listed above to be transmitted electronically to the parties at their attorneys' e-mail
18 addresses indicated above. To the best of my knowledge, the transmission was reported as
complete, and no error was reported that the electronic transmission was not completed.

19 I declare under penalty of perjury under the laws of the State of California that the above is
20 true and correct. Executed on ~~October~~ 1, 2023, at San Diego, California.

November

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22 Daniel V. Santiago
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