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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ORANGE**

10 QUAN M. DOAN, individually and as
11 representative of the State of California on
12 behalf of himself as an aggrieved employee of
13 Secure Guard Security Services, Inc.,

14 Plaintiff,

15 v.

16 SECURE GUARD SECURITY SERVICES,
17 INC., a California corporation, and DOES 1 -
18 20, inclusive,

19 Defendants.

Case No. 30-2025-01495141-CU-OE-CJC

**DECLARATION OF DANIEL V.
SANTIAGO IN SUPPORT OF
PLAINTIFF'S MOTION FOR AN
ORDER: (1) APPROVING THE
SETTLEMENT OF PLAINTIFF'S PAGA
CLAIMS; (2) DISMISSING ALL CLAIMS
WITH PREJUDICE; AND (3) VACATING
ALL DATES ON THE COURT'S
CALENDAR**

Court Reservation Number: 74652729

Hearing Date: February 5, 2026

Hearing Time: 1:30 p.m.

Hearing Location: Department C18

Complaint Filed: July 7, 2025

20 I, Daniel V. Santiago, declare:

21 1. I am a member in good standing of the State Bar of California (California Bar No.
22 206532). I am counsel for the Plaintiff, Quan M. Doan, in the above-captioned action against the
23 Defendant, Secure Guard Security Services, Inc., currently pending in the Superior Court of the
24 State of California, County of Orange ("the Action").

25 2. I respectfully submit this declaration in support of Plaintiff's Motion for an Order:
26 (1) Approving the Settlement of Plaintiff's PAGA Claims; (2) Dismissing All Claims With
27 Prejudice; and (3) Vacating All Dates on the Court's Calendar ("Plaintiff's Motion").
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1 3. Plaintiff filed a Complaint against Defendant on July 7, 2025, which is the operative
2 complaint in the Action. Therein, Plaintiff alleges the following four (4) causes of action against
3 Defendant: (1) failure to pay any overtime wages for all overtime hours worked in violation of
4 Labor Code §§ 204(a), 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, § 3(A)
5 (First Cause of Action); (2) failure to furnish accurate itemized wage statements in violation of
6 Labor Code § 226(a) (Second Cause of Action); (3) failure to timely pay all wages due upon
7 termination of employment in violation of Labor Code §§ 201-203 (Third Cause of Action); and (4)
8 PAGA penalties under Labor Code § 2698 et seq. as representative of the State of California on
9 behalf of himself as an aggrieved employee of Defendant (Fourth Cause of Action).

10 4. Notably, Plaintiff has not filed any claim under the Private Attorneys' General Act of
11 2004 ("PAGA"), California Labor Code ("Labor Code") § 2698 et seq., on behalf of anyone other
12 than himself. Therefore, there is only one allegedly aggrieved employee (Plaintiff) involved in the
13 Action.

14 5. Defendant denies the material allegations in Plaintiff's Complaint. Defendant further
15 denies any violation of the Labor Code or any other wrongdoing.

16 6. The parties have agreed to resolve this action in its entirety. To that end, the parties
17 have executed a Confidential Settlement Agreement and Mutual Release of Claims ("Settlement
18 Agreement").

19 7. The Settlement Agreement reflects the Gross Settlement Amount of Twenty Seven
20 Thousand Five Hundred Dollars (\$27,500) to resolve this action in its entirety which includes, *inter*
21 *alia*:

22 (a) the settlement of Plaintiff's non-PAGA claims for Twenty Five Thousand Dollars
23 (\$25,000) to be distributed as follows: (i) a payroll check to Plaintiff in the amount of Two
24 Thousand Five Hundred Dollars (\$2,500), less withholdings and deductions, in settlement of his
25 individual wage-related claims; (ii) a settlement payment to Plaintiff in the amount of Ten
26 Thousand Dollars (\$10,000), without any withholdings or deductions, in settlement of his individual
27 non-wage-related claims; and (iii) a settlement payment to Plaintiff's undersigned counsel in the
28 amount of Twelve Thousand Five Hundred Dollars (\$12,500), without any withholdings or

1 deductions, as compensation for his attorney's fees and costs incurred in the prosecution of the
2 Action¹; and

3 (b) the settlement of Plaintiff's PAGA claims for Two Thousand Five Hundred Dollars
4 (\$2,500) to be distributed as follows: (i) One Thousand Six Hundred Twenty Five Dollars (\$1,625)
5 (65% of \$2,500) to be paid to the Labor and Workforce Development Agency ("LWDA") and (ii)
6 Eight Hundred Seventy Five Dollars (\$875) (35% of \$2,500) to be paid to Plaintiff.

7 8. The Settlement Agreement is subject to and expressly conditioned upon the Court's
8 entry of an Order approving the settlement of Plaintiff's PAGA claims against the Defendant and
9 dismissing all claims with prejudice.

10 9. The proposed settlement of Plaintiff's PAGA claims is fair and reasonable in light of
11 the following factors, among others: (a) any settlement, including the proposed settlement in the
12 Action, should take into consideration the time, inconvenience and uncertainty of trial that are
13 avoided by the settlement; (b) under Labor Code §2699(i), allegedly aggrieved employees are
14 entitled to receive only 35% of any PAGA settlement with the remaining 65% to be paid to the
15 LWDA; (c) as explained more fully below, I have conducted sufficient investigation to support my
16 conclusion that the proposed settlement of Plaintiff's PAGA claims is fair and reasonable; (d) as
17 explained more fully below, the proposed settlement of Plaintiff's PAGA claims for \$2,500 exceeds
18 my evaluation of a fair and reasonable settlement of those claims; and (e) as explained more fully
19 below, my background and experience support the conclusion that the proposed settlement of
20 Plaintiff's PAGA claims is fair and reasonable.

21 10. Prior to negotiating the Settlement Agreement, Plaintiff and I conducted a thorough
22 investigation of the facts underlying Plaintiff's claims in the Action. Such investigation included,
23 *inter alia*: (a) multiple interviews of Plaintiff regarding Defendant's misclassification of him as an
24 independent contractor and the pay practices to which he was subjected during his employment by
25 Defendant; (b) analyses of Plaintiff's itemized wage statements during a substantial portion of his
26 employment by Defendant (more specifically, September 30, 2024, to June 6, 2025); (c) detailed

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28 ¹ To date, my attorney's fees and costs incurred in the prosecution of Plaintiff's claim in the Action are at
least \$16,500 (\$550 per hour X at least 30 hours = \$16,500).

calculations of his unpaid wages during the bi-weekly time periods between September 30, 2024, and June 8, 2025, for which his itemized wage statements were available; (d) good faith estimates of his unpaid overtime wages during the bi-weekly time periods between August 5, 2024, and September 29, 2024, for which his itemized wage statements were not available; and (e) preparation of a damages model for Plaintiff's claims, as described more fully below.

11. Defendant's timekeeping records reflect that Plaintiff worked the following hours during the 18 bi-weekly pay periods beginning September 30, 2024, and ending June 8, 2025²:

Bi-Weekly Pay Period	Total Hours Worked	1.5X Overtime Hours Worked (Unpaid Overtime Wages)	2X Overtime Hours Worked (Unpaid Overtime Wages)	Total Unpaid Overtime Wages
August 5 - 18, 2024	TBD (see footnote 2)	TBD (see footnote 2)	TBD (see footnote 2)	At least \$380.38 (see footnote 2)
August 19 - September 1, 2024	TBD (see footnote 2)	TBD (see footnote 2)	TBD (see footnote 2)	At least \$380.38 (see footnote 2)
September 2 - 15, 2024	TBD (see footnote 2)	TBD (see footnote 2)	TBD (see footnote 2)	At least \$380.38 (see footnote 2)
September 16 - 29, 2024	TBD (see footnote 2)	TBD (see footnote 2)	TBD (see footnote 2)	At least \$380.38 (see footnote 2)
September 30 - October 13, 2024	135.57 hours 9/30: 8 10/1: 8 10/2: 8 10/3: 8 10/4: 8 10/5: 8 10/6: 12 10/7: 8 10/8: 8 10/9: 8 10/10: 8 10/11: 8 10/12: 8	20 (\$170) 16 (\$136)	0 3 (\$51)	\$357

² Although Plaintiff has not reviewed Defendant's timekeeping records reflecting his hours worked during the initial 4 bi-weekly pay periods beginning August 5, 2024, and ending September 29, 2024, Plaintiff's independent recollection is that he worked at least as many hours during those bi-weekly pay periods as he worked during the subsequent 4 bi-weekly pay periods beginning September 30, 2024, and ending November 24, 2024. Plaintiff's average unpaid overtime wages during the subsequent 4 bi-weekly pay periods beginning September 30, 2024, and ending November 24, 2024, was \$380.38.

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October 14 – 27, 2024	146.02 hours			\$552.50
	10/14: 12.5	36 (\$306)	0.5 (\$8.50)	
	10/15: 12			
	10/16: 12			
	10/17: 12			
	10/18: 12			
	10/19: 12			
	10/20: 12			
	10/21: 8	20 (\$170)	4 (\$68)	
	10/22: 8			
	10/23: 8			
	10/24: 8			
	10/25: 8			
	10/26: 12			
	10/27: 12			
October 28 – November 10, 2024	72 hours			\$0
	10/28: 8	0	0	
	10/29: 8			
	10/30: 8			
	10/31: 8			
	11/1: 0			
	11/2: 0			
	11/3: 0			
	11/4: 8	0	0	
	11/5: 8			
	11/6: 8			
	11/7: 8			
	11/8: 8			
	11/9: 0			
	11/10: 0			
November 11 – 24, 2024	136.24 hours			\$612
	11/11: 8	28 (\$238)	4 (\$68)	
	11/12: 8			
	11/13: 8			
	11/14: 12			
	11/15: 8			
	11/16: 12			
	11/17: 12			
	11/18: 8	28 (\$238)	4 (\$68)	
	11/19: 8			
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November 25 – December 8, 2024	104 hours 11/25: 8 11/26: 8 11/27: 8 11/28: 8 11/29: 8 11/30: 0 12/1: 0 12/2: 8 12/3: 8 12/4: 8 12/5: 8 12/6: 8 12/7: 12 12/8: 12	0 20 (\$170)	0 4 (\$68)	\$238
December 9 – 22, 2024	116.23 hours 12/9: 8 12/10: 8 12/11: 8 12/12: 8 12/13: 8 12/14: 0 12/15: 0 12/16: 0 12/17: 12 12/18: 12 12/19: 16 12/20: 12 12/21: 12 12/22: 12	0 48 (\$408)	0 4 (\$68)	\$476
December 23, 2024 – January 5, 2025	142.88 hours 12/23: 10.66 12/24: 12 12/25: 12 12/26: 8 12/27: 8 12/28: 14.75 12/29: 12 12/30: 8 12/31: 12 1/1: 12.63 1/2: 8.25 1/3: 0 1/4: 12.5	41.32 (\$351.22) 32.88 (\$279.48)	6.75 (\$114.75) 1.13 (\$19.21)	\$764.66

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January 6 – 19, 2025	76.64 hours 1/6: 8 1/7: 8.72 1/8: 8.3 1/9: 0 1/10: 0 1/11: 15.28 1/12: 12.22 1/13: 0 1/14: 0 1/15: 0 1/16: 0 1/17: 0 1/18: 12.12 1/19: 12	17.02 (\$144.67) 8 (\$68)	3.5 (\$59.50) 0.12 (\$2.04)	\$274.21
January 20 – February 2, 2025	116.5 hours 1/20: 8 1/21: 8.58 1/22: 8 1/23: 8 1/24: 9.55 1/25: 12.95 1/26: 12 1/27: 9.07 1/28: 8.2 1/29: 0 1/30: 0 1/31: 8.15 2/1: 12 2/2: 12	22.71 (\$193.04) 14.84 (\$126.14)	4.95 (\$84.15) 0	\$403.33
February 3 – 16, 2025	65.53 hours 2/3: 0 2/4: 0 2/5: 0 2/6: 0 2/7: 0 2/8: 0 2/9: 9.5 2/10: 8 2/11: 8 2/12: 8 2/13: 8 2/14: 8 2/15: 8 2/16: 8	1.5 (\$12.75) 16 (\$136)	0 0	\$148.75

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February 17 – March 2, 2025	115.86 hours 2/17: 8 2/18: 8 2/19: 8 2/20: 7.83 2/21: 8 2/22: 8 2/23: 12 2/24: 8 2/25: 8.03 2/26: 8 2/27: 8 2/28: 8 3/1: 8 3/2: 8	19.83 (\$168.56) 16.03 (\$136.26)	0 0	\$304.82
March 3 – 16, 2025	64 hours 3/3: 8 3/4: 0 3/5: 0 3/6: 0 3/7: 0 3/8: 0 3/9: 0 3/10: 8 3/11: 8 3/12: 8 3/13: 8 3/14: 8 3/15: 8 3/16: 8	0 16 (\$136)	0 16 (\$272)	\$408
March 17 – 30, 2025	80.08 hours 3/17: 8 3/18: 8 3/19: 8 3/20: 8 3/21: 8 3/22: 0 3/23: 0 3/24: 8 3/25: 8 3/26: 8 3/27: 8.08 3/28: 8 3/29: 0	0 0.08 (\$0.68)	0 0	\$0.68

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March 31 – April 13, 2025	81.12 hours 3/31: 8 4/1: 8 4/2: 8.1 4/3: 8 4/4: 8 4/5: 0 4/6: 0 4/7: 8 4/8: 8 4/9: 8 4/10: 8 4/11: 9.02 4/12: 0 4/13: 0	0.1 (\$0.85) 1.02 (\$8.67)	0 0	\$9.52
April 14 – 27, 2025	72 hours 4/14: 0 4/15: 8 4/16: 8 4/17: 8 4/18: 8 4/19: 0 4/20: 0 4/21: 8 4/22: 8 4/23: 8 4/24: 8 4/25: 8 4/26: 0 4/27: 0	0 0	0 0	\$0
April 28 – May 11, 2025	64 hours 4/28: 8 4/29: 8 4/30: 8 5/1: 8 5/2: 8 5/3: 0 5/4: 0 5/5: 8 5/6: 8 5/7: 8 5/8: 0 5/9: 0 5/10: 0 5/11: 0	0 0	0 0	\$0

1	May 12 – 25, 2025	56.02 hours			\$0.17
2		5/12: 0	0	0	
3		5/13: 8			
4		5/14: 8			
5		5/15: 8			
6		5/16: 0			
7		5/17: 0			
8		5/18: 0			
9		5/19: 0	0.02 (\$0.17)	0	
10		5/20: 8			
11		5/21: 8.02			
12		5/22: 8			
13		5/23: 8			
14		5/24: 0			
15		5/25: 0			
16	May 26 – June 8, 2025	65 hours			\$8.50
17		5/26: 0	0	0	
18		5/27: 8			
19		5/28: 8			
20		5/29: 8			
21		5/30: 8			
22		5/31: 0			
23		6/1: 0			
24		6/2: 0	1 (\$8.50)	0	
25		6/3: 8			
26		6/4: 8			
27		6/5: 9			
28		6/6: 8 (last day of work)			
	Total				At least \$6,079.52

12. Plaintiff's damages model is based upon the following assumptions:

- Plaintiff's length of employment: 8/7/24 to 6/6/25
- Pay period: bi-weekly
- Number of pay periods: 22
- Plaintiff's overtime hours worked: see above chart summarizing Plaintiff's hours worked and unpaid overtime wages according to Defendant's timekeeping records
- Plaintiff's regular rate of pay: \$17 per hour
- Plaintiff's overtime rate of pay: \$25.50 per hour (1.5X regular rate of pay) and \$34 per hour (2X regular rate of pay)

- Plaintiff's unpaid overtime wages: at least \$6,079 (see above chart summarizing Plaintiff's hours worked and unpaid overtime wages according to Defendant's timekeeping records)

13. Based upon the foregoing assumptions, we estimate that Plaintiff's recoverable damages and civil penalties (*not including recoverable attorneys' fees for unpaid wages under Labor Code § 1194(a), itemized wage statement violations under Labor Code § 226(e), waiting time penalties under Labor Code § 203(a), and PAGA penalties under Labor Code § 2699(k)(1)*) are as follows:

CLAIM	AMOUNT	DESCRIPTION
Plaintiff's Unpaid Overtime Wages Under Labor Code § 1194(a)	\$6,079	See above chart summarizing Plaintiff's hours worked and unpaid overtime wages according to Defendant's timekeeping records.
Plaintiff's Itemized Wage Statement Violations Under Labor Code § 226	\$2,150	\$50 for the first pay period + \$100 for each of the subsequent 21 pay periods (one-year limitations period) = \$2,150
Plaintiff's Waiting Time Penalty Under Labor Code §§ 201-203	\$4,080	\$17 per hour X at least 8 hours per day X 30 days = \$4,080
Plaintiff's PAGA Penalty For Unpaid Overtime Wages	\$4,300	\$100 for the first pay period + \$200 for each of the additional 21 pay periods (one-year limitations period) = \$4,300
Plaintiff's PAGA Penalty For Willful Misclassification as Independent Contractor	At least \$5,000	See Labor Code § 226.8.

14. Notably, the California Legislature's PAGA reforms in 2024 significantly limit the stacking of PAGA penalties. Labor Code § 2699(h)(3)(1). Those reforms prohibit the recovery of PAGA penalties for "derivative" violations (e.g., itemized wage statement violations under Labor Code § 226 or the failure to pay final wages due at termination of employment under Labor Code §§ 201-203) stemming from the same underlying violation (e.g., unpaid overtime wages under Labor Code § 1194(a)). *Id.*

15. For settlement purposes, it is reasonable to discount Plaintiff's estimate of the total PAGA penalties potentially recoverable (i.e., at least \$9,300) by 50% to reflect the benefits of avoiding the delays associated with continued litigation. In addition, it is reasonable to discount the

1 resulting figure by another 50% to reflect the uncertainty of obtaining a favorable verdict at trial.
2 The resulting figure from the foregoing discounts is \$2,325, which I contend would be a fair and
3 reasonable settlement of Plaintiff's PAGA claims. Notably, the proposed settlement of Plaintiff's
4 PAGA claims for \$2,500 exceeds that figure.

5 16. The proposed settlement of Plaintiff's PAGA claims for \$2,500 is approximately
6 27% of a reasonable estimate of Defendant's potential liability for those claims (\$2,500 of \$9,300 is
7 approximately 27%). Various courts have approved PAGA settlements reflecting lower
8 percentages of employers' potential liabilities for PAGA claims. *See, e.g., Naro v. Walgreen Co.*,
9 2025 WL 440057 at *3 (N.D. Cal. January 16, 2025) (Court expressed preliminary approval of
10 \$100,000 proposed to be allocated to PAGA penalties which represented approximately 3.3% of the
11 maximum PAGA liability, noting that "courts in this circuit have regularly approved settlement
12 amounts constituting single digit percentages of the PAGA penalty.").

13 17. I respectfully submit that my background and experience support my conclusion that
14 the proposed settlement of Plaintiff's PAGA claims is fair and reasonable.

15 18. As to my educational background, I am a graduate of The University of Michigan
16 Law School in Ann Arbor, Michigan (J.D. in 1996) and Northwestern University in Evanston,
17 Illinois (double-majors in Economics and Political Science in 1993).

18 19. As to my professional background, I have more than 25 years of experience handling
19 a wide variety of complex civil litigation. Additionally, I have substantial experience handling
20 wage and hour litigation including wage and hour class actions, as described below.

21 20. Before I established the Law Offices of Daniel V. Santiago, P.C. in 2012, I practiced
22 law for 10 years with Kaplan, Massamillo & Andrews, LLC, one of the leading aviation litigation
23 firms in the world. Previously, I practiced law with the litigation departments of Sullivan, Hill,
24 Lewin, Rez & Engel ("Sullivan Hill") in San Diego, California and Skadden, Arps, Slate, Meagher
25 & Flom ("Skadden Arps") in Los Angeles, California.

26 21. I have had substantial experience prosecuting class actions including, *inter alia*:
27 *Brian R. Maston et al. v. Prima Pizza, Inc. et al.*, Los Angeles County Superior Court, Case No.
28 BC508046 (wage and hour class action settlement – final approval granted); *Neerav Jadeja et al. v.*

1 *American Para Professional Systems, Inc. et al.*, San Diego Superior Court, Case No. 37-2013-
2 00040592-CU-MT-CTL (identity theft class action settlement – final approval granted); *Anyah M.*
3 *Jagne v. Williams-Sonoma, Inc.*, Sacramento Superior Court, Case No. 34-2017-00212574 (wage
4 and hour class action settlement – final approval granted); *Christopher L. Battle v. Fastrucking.com,*
5 *LLC*, San Diego Superior Court, Case No. 37-2014-00020611-CU-OE-CTL (wage and hour class
6 action settlement – final approval granted); *Alejandro Hernandez v. Golden State FC, LLC*, San
7 Diego Superior Court, Case No. 37-2018-00025550-CU-OE-CTL (wage and hour class action
8 settlement – final approval granted); and *James Avilez v. Gorlitz, Sewer & Drain, Inc.*, Los Angeles
9 Superior Court, Case No. 20STCV21169 (wage and hour class action settlement – final approval
10 granted).

11 22. I have had substantial experience in the following cases for which courts have issued
12 reported decisions or orders: *Spanair S.A. v. McDonnell Douglas Corp.*, 172 Cal.App.4th 348 (2nd
13 Dist. 2009); *International Ins. Agency Services, LLC v. Revios Reinsurance U.S., Inc.*, 2007 WL
14 951943 (N.D.Ill., March 27, 2007); *Lie v. Boeing Co.*, 311 F.Supp.2d 725 (N.D.Ill. 2004); *Lie v.*
15 *Boeing Co.*, 2004 WL 1462451 (N.D.Ill., June 29, 2004); and *Bax Global, Inc. v. Federal Express*
16 *Corp.*, 2004 WL 1447940 (D.Minn., May 26, 2004).

17 23. I respectfully submit that Plaintiff's Motion is further warranted in light of the
18 following factors, among others: (1) the parties are prepared to consummate the Settlement
19 Agreement immediately after the Court approves of the settlement of Plaintiff's PAGA claims and
20 dismisses all claims with prejudice; and (2) there is no just reason to delay the consummation of the
21 Settlement Agreement.

22 24. I timely transmitted to the LWDA (via online filing with the LWDA) all necessary
23 PAGA documents including Plaintiff's New PAGA Claim Notice and the operative Complaint. In
24 addition, I submitted copies of Plaintiff's Motion and all related papers to the LWDA (via online
25 filing with the LWDA) immediately before filing those papers in the Orange County Superior
26 Court.

25. A true and correct copy of the email I received from the DIR PAGA Unit on behalf of the LWDA confirming my submission of Plaintiff's Motion and all related papers to the LWDA is attached hereto as **Exhibit 1**.

26. I do not anticipate receiving any objection or other communication from the LWDA regarding the relief requested in Plaintiff's Motion.

27. I will advise the Court whether I have received any objection or other communication from the LWDA during the hearing on Plaintiff's Motion.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed on September 6, 2025.



Daniel V. Santiago
Attorney for Plaintiff, Quan M. Doan