

1 Daniel V. Santiago (SBN 206532)
LAW OFFICES OF DANIEL V. SANTIAGO, P.C.
2 355 South Grand Avenue, Suite 2450
Los Angeles, California 90071
3 Phone: (760) 652-9801
4 Facsimile: (760) 652-9802
E-mail: dvs@dvslawoffices.com
5 Attorney for the Plaintiff, David A. Greene

6 Omar A. Siddiqui, Esq. (SBN 213581)
Daniel M. Josephson, Esq. (SBN 245895)
7 SIDDIQUI LAW, APC
8 695 Town Center Drive, Suite 230
Costa Mesa, California 92626
9 Phone: (714) 384-6650
Facsimile: (714) 384-6651
10 E-mail: osiddiqui@sidlawpc.com; djosephson@sidlawpc.com
11 Attorney for Defendants, Khalid M. Asimi and Hamid M. Asimi

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

14 DAVID A. GREENE, individually and as
15 representative of the State of California on
behalf of all aggrieved employees,

16 Plaintiff,

17 v.

18 KHALID M. ASIMI and HAMID M. ASIMI,
19 individuals doing business as Alert Security
20 Services in Corona, California, and DOES 1 -
21 20, inclusive,

22 Defendants.

Case No. 30-2024-01377249-CU-OE-CXC

**STIPULATION FOR AN ORDER (1)
APPROVING THE SETTLEMENT OF
PLAINTIFF'S INDIVIDUAL PAGA
CLAIMS AND DISMISSING THOSE
CLAIMS WITH PREJUDICE AND (2)
DISMISSING PLAINTIFF'S PAGA
CLAIMS ON BEHALF OF THE OTHER
AGGRIEVED EMPLOYEES WITHOUT
PREJUDICE**

23 **IT IS HEREBY STIPULATED** by and between the Plaintiff, David A. Greene, on the one
24 hand, and the Defendants, Khalid M. Asimi and Hamid M. Asimi, on the other hand, by and
25 through their respective undersigned counsel, that:

28 **STIPULATION FOR AN ORDER (1) APPROVING THE SETTLEMENT OF PLAINTIFF'S
INDIVIDUAL PAGA CLAIMS AND DISMISSING THOSE CLAIMS WITH PREJUDICE AND (2)
DISMISSING PLAINTIFF'S PAGA CLAIMS ON BEHALF OF THE OTHER AGGRIEVED
EMPLOYEES WITHOUT PREJUDICE**

1. The Parties have executed a Confidential Settlement Agreement and Mutual Release of All Claims in this action (hereinafter referred to as “the Settlement Agreement”).

2. The Settlement Agreement is expressly conditioned upon the Orange County Superior Court's entry of an Order: (a) approving the settlement of Plaintiff's representative PAGA claims on behalf of himself as an allegedly aggrieved employee of the Defendants (hereinafter referred to as "Plaintiff's individual PAGA claims"); (b) dismissing with prejudice Plaintiff's individual PAGA claims as well as Plaintiff's individual non-PAGA claims in this action; and (c) dismissing without prejudice Plaintiff's representative PAGA claims on behalf of the other allegedly aggrieved employees of the Defendants (such Order is hereinafter referred to as "the Dismissal Order").

3. Additional terms of the Settlement Agreement include, *inter alia*:

(a) The parties wish to avoid the expense and uncertainty of further litigation and desire to resolve any and all claims that actually were alleged, or that could have been alleged, in this action;

(b) Defendants deny and dispute all of Plaintiffs' alleged causes of action and allegations in this action;

(c) The Gross Settlement Amount of \$25,000 is to be distributed as follows:

[i] \$1,500 is to be paid to the Labor and Workforce Development Agency ["LWDA"] to be reported on an IRS Form 1099 for the settlement of Plaintiff's individual PAGA claims (the parties agree to settle Plaintiff's individual PAGA claims for \$2,000, 75% of which [\$1,500] is to be paid to the LWDA and 25% of which [\$500] is to be paid to Plaintiff, as required);

[ii] \$11,250 is to be paid to Plaintiff (more specifically, that sum consists of a settlement payment of \$500 for the settlement of Plaintiff's individual PAGA claims to be reported

1 on an IRS Form 1099, a settlement payment of \$7,750.00 for the settlement of Plaintiff's individual
2 non-PAGA claims other than his individual unpaid overtime claim to be reported on an IRS Form
3 1099, and a payroll check in the amount of \$3,000.00, less withholdings and deductions, for the
4 settlement of Plaintiff's individual unpaid overtime claim to be reported on an IRS Form W-2); and

5 [iii] \$12,250 is to be paid to Plaintiff's undersigned counsel (more specifically,
6 that figure consists of the sum of Plaintiff's counsel's costs and fees incurred in the prosecution of
7 Plaintiff's individual claims in the amounts of \$1,500 and \$10,750, respectively).
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9 (c) The Gross Settlement Amount of \$25,000 is to be paid in full by April 30, 2024, or
10 within 7 calendar days of the Court's entry of the Dismissal Order, whichever date is later.

11 (d) If any of the settlement payments described in the Settlement Agreement is more
12 than five (5) calendar days late, then Plaintiff reserves his rights in the exercise of his sole discretion
13 to enforce the Settlement Agreement and the terms governing the settlement payments described
14 therein in accordance with California Code of Civil Procedure 664.6.
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16 4. This Stipulation may be executed in counterparts.

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1 Dated: May 24, 2024

Respectfully submitted,

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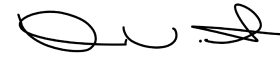
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By: _____

Daniel V. Santiago, Esq.

Attorney for Plaintiff, David A. Greene

Dated: May 24, 2024

Respectfully submitted,

By: _____



Omar A. Siddiqui, Esq.

Daniel M. Josephson, Esq.

Siddiqui Law, APC

Attorneys for Defendants,

Khalid M. Asimi and Hamid M. Asimi