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

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

Plaintiff,

v.

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

Defendants.

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

**DECLARATION OF DANIEL V.
SANTIAGO IN SUPPORT OF
PLAINTIFF'S RENEWED *EX PARTE*
APPLICATION FOR AN ORDER
SHORTENING THE TIME FOR
HEARING ON PLAINTIFF'S
UNOPPOSED MOTION 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**

I, Daniel V. Santiago, declare:

1. I am a member in good standing of the State Bar of California (California Bar No. 206532). I am counsel for the Plaintiff, David A. Greene, in the above-captioned action against the Defendants, Khalid M. Asimi and Hamid M. Asimi, currently pending in the Superior Court of the State of California, County of Orange, Case No. 30-2024-01377249-CU-OE-CXC ("the Action").

2. I respectfully submit this declaration in support of Plaintiff's Renewed *Ex Parte* Application for an Order Shortening the Time for the Hearing on Plaintiff's Unopposed Motion for

1 an Order (1) Approving the Settlement of Plaintiff's Individual PAGA Claims and Dismissing
2 Those Claims With Prejudice and (2) Dismissing Plaintiff's PAGA Claims on Behalf of the Other
3 Aggrieved Employees Without Prejudice ("Plaintiff's Renewed *Ex Parte* Application"). Notably, I
4 am informed by Defendant's counsel (Daniel M. Josephson, Esq. of Siddiqui Law, APC, 695 Town
5 Center Drive, Suite 230, Costa Mesa, California 92626, phone: (714) 384-6650; E-mail:
6 djosephson@sidlawpc.com) that he has no objection to the relief requested in Plaintiff's initial *Ex*
7 *Parte* Application for an Order Shortening the Time for the Hearing on Plaintiff's Unopposed
8 Motion for an Order (1) Approving the Settlement of Plaintiff's Individual PAGA Claims and
9 Dismissing Those Claims With Prejudice and (2) Dismissing Plaintiff's PAGA Claims on Behalf of
10 the Other Aggrieved Employees Without Prejudice (which is substantively identical to the relief
11 requested in Plaintiff's Renewed *Ex Parte* Application).

12 3. I previously filed Plaintiff's Unopposed Motion for an Order (1) Approving the
13 Settlement of Plaintiff's Individual PAGA Claims and Dismissing Those Claims With Prejudice
14 and (2) Dismissing Plaintiff's PAGA Claims on Behalf of the Other Aggrieved Employees Without
15 Prejudice ("Plaintiff's Unopposed Motion"). Notably, I am informed by Defendant's counsel that
16 he has no objection to the relief requested in Plaintiff's Unopposed Motion.

17 4. Plaintiff's Unopposed Motion is currently set for hearing on October 3, 2024, at 2:00
18 p.m. in Department CX104 of the Orange County Superior Court (Reservation Number 74304714).

19 5. The parties have agreed to resolve all of the Plaintiff's claims against the Defendants
20 in this action. To that end, the parties have executed a Confidential Settlement Agreement and
21 Mutual Release of All Claims ("Settlement Agreement") reflecting the settlements of Plaintiff's
22 individual PAGA claims against the Defendants for \$2,000 and Plaintiff's non-PAGA claims
23 against the Defendants for \$23,000, for a Gross Settlement Amount of \$25,000.

24 6. The Settlement Agreement requires the Gross Settlement Amount of \$25,000 to be
25 distributed as follows: (a) \$2,000 is to be paid by or on behalf of Defendants in connection with the
26 settlement of the Plaintiff's individual PAGA claims against the Defendants (more specifically, that
27 sum consists of \$1,500.00 to be paid to the Labor and Workforce Development Agency ["LWDA"]
28 and \$500.00 to be paid to the Plaintiff in connection with the settlement of Plaintiff's individual

1 PAGA claims against the Defendants); and (b) \$23,000 is to be paid by or on behalf of Defendants
2 in connection with the settlement of the Plaintiff's non-PAGA claims against the Defendant (more
3 specifically, that sum consists of: a payroll check in the amount of \$3,000.00, less withholdings and
4 deductions, for the settlement of Plaintiff's individual unpaid wage claim to be reported on an IRS
5 Form W-2; a settlement payment of \$7,750.00 for the settlement of Plaintiff's individual non-
6 PAGA claims other than his individual unpaid wage claim to be reported on an IRS Form 1099; and
7 \$12,250 to be paid to Plaintiff's undersigned counsel (more specifically, that figure consists of the
8 sum of Plaintiff's counsel's costs and fees incurred in the prosecution of Plaintiff's individual
9 claims in the amounts of \$1,500 and \$10,750, respectively).

10 7. The Settlement Agreement is subject to and expressly conditioned upon the Court's
11 entry of an Order: (1) approving the settlement of Plaintiff's individual PAGA claims against the
12 Defendants and dismissing those claims with prejudice; (2) dismissing Plaintiff's PAGA claims on
13 behalf of the other aggrieved employees without prejudice; and (3) dismissing Plaintiff's non-
14 PAGA claims against the Defendant with prejudice.

15 8. As explained in greater detail in the Declaration of Daniel V. Santiago in Support of
16 Plaintiff's Unopposed Motion previously filed and incorporated herein by reference, the proposed
17 settlement of Plaintiff's PAGA claims against the Defendants is fair and reasonable in light of a
18 number of factors including, among others: (a) I have conducted sufficient investigation of the facts
19 underlying Plaintiff's claims that support my conclusion that the proposed settlement of Plaintiff's
20 individual PAGA claims is fair and reasonable; (b) any settlement, including the proposed
21 settlement in the Action, should take into consideration the time, inconvenience and uncertainty of
22 trial that are avoided by the settlement; (c) under Labor Code §2699(i), allegedly aggrieved
23 employees like Plaintiff are entitled to receive only 25% of any PAGA settlement with the
24 remaining 75% to be paid to the LWDA; and (d) the proposed settlement of Plaintiff's individual
25 PAGA claims for \$2,000 exceeds my evaluation of a fair and reasonable settlement of those PAGA
26 claims. In the latter regard, for settlement purposes, it is reasonable to discount my estimate of the
27 civil penalties potentially recoverable with regard to Plaintiff's individual PAGA claims (\$7,420) by
28 50% to reflect the benefits of avoiding the delays associated with continued litigation and by

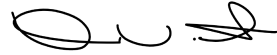
1 another 50% to reflect the uncertainty of obtaining a favorable verdict with regard to those PAGA
2 claims at trial. The resulting figure is \$1,855 which I contend would be a fair and reasonable
3 settlement of Plaintiff's individual PAGA claims. The proposed settlement of Plaintiff's individual
4 PAGA claims for \$2,000 exceeds that figure.

5 9. I respectfully submit that Plaintiff's Renewed *Ex Parte* Application is warranted in
6 light of the following factors, among others: (1) the parties are prepared to consummate their
7 Settlement Agreement immediately after the Court approves of the settlement of Plaintiff's
8 individual PAGA claims and dismisses those claims with prejudice and dismisses Plaintiff's PAGA
9 claims on behalf of the other aggrieved employees without prejudice; (2) there is no just reason to
10 delay the consummation of the parties' Settlement Agreement (particularly a 3+ month delay if
11 Plaintiff's Unopposed Motion were not heard until October 3, 2024, the date on which it is currently
12 set for hearing); and (3) as explained in greater detail in paragraphs 4 through 19 of the Declaration
13 of Plaintiff David A. Greene in support of Plaintiff's Renewed *Ex Parte* Application, Plaintiff
14 respectfully submits that he would suffer irreparable harm and/or immediate danger if Plaintiff's
15 Unopposed Motion were not heard until October 3, 2024, as the extreme financial hardships that his
16 wife and he are enduring would be exacerbated if he were required to wait until that date, at the
17 earliest, to be paid his share of the settlement funds in this case (\$11,250).

18 10. I submitted copies of Plaintiff's Renewed *Ex Parte* Application and all related papers
19 to the LWDA (via online filing with the LWDA) immediately before filing those papers in the
20 Orange County County Superior Court. A true and correct copy of the email I received from the
21 DIR PAGA Unit on behalf of the LWDA confirming my submission of Plaintiff's Renewed *Ex*
22 *Parte* Application and all related papers to the LWDA is attached hereto as Exhibit 1.

23 11. I do not anticipate receiving any objection or other communication from the LWDA
24 regarding the relief requested in Plaintiff's Renewed *Ex Parte* Application. I will advise the Court
25 whether I have received any objection or other communication from the LWDA during the hearing
26 on Plaintiff's *Ex Parte* Application.

1 I declare under penalty of perjury under the laws of California that the foregoing is true and
2 correct, and that this declaration was executed on June 10, 2024.

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4 Daniel V. Santiago
5 Attorney for Plaintiff, David A. Greene
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