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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 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**

Hearing Date: Thursday, October 3, 2024

Hearing Time: 2:00 p.m.

Hearing Location: Department CX104

Complaint Filed: February 1, 2024

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, individuals doing business as Alert Security Services in Corona, California, currently pending in the Superior Court of the State of California, County of Orange, Civil Complex Center, Case No. 30-2024-01377249-CU-OE-CXC ("the Action").

1 2. I respectfully submit this Declaration in support of: (a) the parties' Stipulation for an
2 Order (1) Approving the Settlement of Plaintiff's Individual PAGA Claims and Dismissing Those
3 Claims With Prejudice and (2) Dismissing Plaintiff's PAGA Claims on Behalf of the Other
4 Aggrieved Employees Without Prejudice (hereinafter referred to as "the parties' Stipulation"); (b)
5 Plaintiff's Unopposed Motion for an Order (1) Approving the Settlement of Plaintiff's Individual
6 PAGA Claims and Dismissing Those Claims With Prejudice and (2) Dismissing Plaintiff's PAGA
7 Claims on Behalf of the Other Aggrieved Employees Without Prejudice and supporting
8 Memorandum of Points and Authorities (hereinafter collectively referred to as "Plaintiff's
9 Unopposed Motion"); and (c) the [Proposed] Order Granting Plaintiff's Unopposed Motion for an
10 Order (1) Approving the Settlement of Plaintiff's Individual PAGA Claims and Dismissing Those
11 Claims With Prejudice and (2) Dismissing Plaintiff's PAGA Claims on Behalf of the Other
12 Aggrieved Employees Without Prejudice (hereinafter referred to as "the [Proposed] Order"). The
13 parties' Stipulation, Plaintiff's Unopposed Motion and the [Proposed] Order are filed concurrently
14 herewith under separate cover.

15 3. Plaintiff's claims are set forth in Plaintiff's Individual and Representative Action
16 Complaint against the Defendants (hereinafter, "Plaintiff's Complaint"), the operative complaint in
17 the Action, filed on February 1, 2024. Therein, Plaintiff alleges the following causes of action
18 against the Defendants: (1) failure to pay all wages due and owing (including wages for all overtime
19 and off-the-clock hours worked) in violation of California Labor Code ("Labor Code") §§204(a),
20 218.6, 510(a), 1194(a) and 1197 and IWC Wage Order No. 4-2001, §§3(A) and 4(B) (First Cause of
21 Action); (2) failure to furnish itemized wage statements in violation of Labor Code §226(a) (Second
22 Cause of Action); (3) failure to timely pay all wages due upon termination of employment in
23 violation of Labor Code §§201-203 (Third Cause of Action); and (4) civil penalties under the
24 Private Attorneys General Act of 2004 ("PAGA"), Labor Code §2698 et seq., as representative of
25 the State of California on behalf of himself and all allegedly aggrieved employees (Fourth Cause of
26 Action).

1 4. As alleged in Plaintiff's Complaint, the term "aggrieved employees" is defined as all
2 California residents who were employed by Defendants, or any of them, as hourly rate employees
3 and worked as security guards at any time within the time period of one year preceding the filing of
4 Plaintiff's Complaint in this action up to and through the trial of this action. As further alleged in
5 Plaintiff's Complaint, Plaintiff is informed and believes that there are at least 60 aggrieved
6 employees, as defined.

7 5. Defendants deny the causes of action and material allegations set forth in Plaintiff's
8 Complaint. Defendants further deny any wrongdoing whatsoever.

9 6. If the Court grants the relief requested in the parties' Stipulation and Plaintiff's
10 Unopposed Motion, Plaintiff respectfully submits that the Court should vacate all dates on its
11 calendar relating to the Action. The Initial Case Management Conference in the Action is currently
12 set for June 27, 2024, at 9:00 a.m. in Department CX104 of the Orange County Superior Court,
13 Civil Complex Center. This case is not currently set for trial.

14 7. The parties, by and through their respective counsel, have agreed to resolve all of the
15 Plaintiff's individual claims against the Defendants in the Action. To that end, the parties have
16 executed a Confidential Settlement Agreement and Mutual Release of All Claims ("Settlement
17 Agreement").

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

25 9. Additional terms of the Settlement Agreement include, *inter alia*:
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1 (a) The parties wish to avoid the expense and uncertainty of further litigation and desire
2 to resolve any and all claims that actually were alleged, or that could have been alleged, in the
3 Action;

4 (b) Defendants deny and dispute all of Plaintiffs' alleged causes of action and
5 allegations in the Action;
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7 (c) The Gross Settlement Amount of \$25,000 is to be distributed as follows:

8 [i] \$1,500 is to be paid to the Labor and Workforce Development Agency
9 ["LWDA"] for the settlement of Plaintiff's individual PAGA claims to be reported on an IRS Form
10 1099 (the parties agree to settle Plaintiff's individual PAGA claims for \$2,000, 75% of which
11 [\$1,500] is to be paid to the LWDA and 25% of which [\$500] is to be paid to Plaintiff, as required);
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13 [ii] \$11,250 is to be paid to Plaintiff (more specifically, that sum consists of a
14 settlement payment of \$500 for the settlement of Plaintiff's individual PAGA claims to be reported
15 on an IRS Form 1099, a settlement payment of \$7,750.00 for the settlement of Plaintiff's individual
16 non-PAGA claims other than his individual unpaid wage claim to be reported on an IRS Form 1099,
17 and a payroll check in the amount of \$3,000.00, less withholdings and deductions, for the settlement
18 of Plaintiff's individual unpaid wage claim to be reported on an IRS Form W-2); and
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20 [iii] \$12,250 is to be paid to Plaintiff's undersigned counsel (more specifically,
21 that figure consists of the sum of Plaintiff's counsel's costs and fees incurred in the prosecution of
22 Plaintiff's individual claims in the amounts of \$1,500 and \$10,750, respectively).

23 (d) The Gross Settlement Amount of \$25,000 is to be paid in full by June 1, 2024, or
24 within 7 calendar days of the Court's entry of the Dismissal Order, whichever date is later.

25 (e) If any of the settlement payments described in the Settlement Agreement is more
26 than five (5) calendar days late, then Plaintiff reserves his rights in the exercise of his sole discretion
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1 to enforce the Settlement Agreement and the terms governing the settlement payments described
2 therein in accordance with California Code of Civil Procedure 664.6.

3 10. The Settlement Agreement is further conditioned upon the Defendants' executions of
4 declarations supporting their claimed financial difficulties and limited assets. Defendants' counsel
5 submitted those declarations for my review prior to the parties' execution of the Settlement
6 Agreement. In my view, those declarations support Plaintiff's agreements: (a) to settle Plaintiff's
7 individual claims on the foregoing terms (including his individual PAGA claims subject to the
8 Court's approval and dismissal of those claims with prejudice); and (b) not to continue prosecuting
9 Plaintiff's PAGA claims on behalf of the other aggrieved employees (subject to the Court's
10 dismissal of those claims without prejudice).

11 11. The proposed settlement of Plaintiff's individual PAGA claims against the
12 Defendants is fair and reasonable in light of the following factors, among others: (a) I have
13 conducted sufficient investigation of the facts underlying Plaintiff's claims that support my
14 conclusion that the proposed settlement of Plaintiff's individual PAGA claims is fair and reasonable
15 (such investigation has included, *inter alia*, engaging in numerous, detailed conversations with
16 Plaintiff regarding the underlying facts and the status of the parties' settlement discussions); (b) any
17 settlement, including the proposed settlement in the Action, should take into consideration the time,
18 inconvenience and uncertainty of trial that are avoided by the settlement; (c) under Labor Code
19 §2699(i), allegedly aggrieved employees like Plaintiff are entitled to receive only 25% of any
20 PAGA settlement with the remaining 75% to be paid to the LWDA; (d) as explained in greater
21 detail below, the proposed settlement of Plaintiff's individual PAGA claims for \$2,000 exceeds my
22 evaluation of a fair and reasonable settlement of Plaintiff's individual PAGA claims; and (e) as
23 explained in greater detail below, my background and experience support the conclusion that the
24 proposed settlement of Plaintiff's individual PAGA claims is fair and reasonable.

25 12. Plaintiff's damages models for his individual PAGA claims as well as his PAGA
26 claims on behalf of other aggrieved employees assume the following:

27 Liability period: one year preceding the date of filing of the Complaint
28 Number of aggrieved employees: at least 60

Number of aggrieved employees no longer employed by Defendants: at least 20
Length of Plaintiff's employment: July 28, 2023, to January 26, 2024
Average length of other aggrieved employees' employment during the liability period: 4 months
Hourly rate of pay of Plaintiff and the other aggrieved employees during the liability period: \$15.50
Overtime hours worked by Plaintiff: 16 hours per week
Pay period for Plaintiff and other aggrieved employees: weekly

13. I estimate that the total PAGA penalties potentially recoverable with regard to Plaintiff's individual PAGA claims are \$7,420 calculated as follows:

Type Of Claim	Amount	Description
PAGA Penalty For Unpaid Overtime Wages	\$1,850	\$50 for the first pay period + \$100 for each of the 18 subsequent pay periods = \$1,850
PAGA Penalty For Itemized Wage Statement Violations	\$1,850	\$50 for the first pay period + \$100 for each of the 18 subsequent pay periods = \$1,850
PAGA Penalty For Waiting Time Penalty Under Labor Code §203	\$3,720	\$15.50 per hour X 8 hours per day X 30 days as of February 28, 2024 = \$3,720
Total PAGA Penalties for Individual PAGA Claims (not including attorney's fees incurred to date)	\$7,420	

14. In addition, I estimate that the total PAGA penalties potentially recoverable with regard to Plaintiff's PAGA claims on behalf of the other aggrieved employees are at least \$272,400 calculated as follows:

Representative PAGA Claim – Civil Penalty For Unpaid Wages	\$99,000	Each aggrieved employee: \$50 for the first pay period + \$100 for each of the 16 subsequent pay periods = \$1,650 Total: \$1,650 per aggrieved employee X at least 60 aggrieved employees = \$99,000
Representative PAGA Claim – Civil Penalty for Itemized	\$99,000	Each aggrieved employee: \$50 for the first pay period + \$100 for each of the 16 subsequent pay periods = \$1,650 Total: \$1,650 per aggrieved employee X at least 60 aggrieved

Wage Statement Violations		employees = \$99,000
Representative PAGA Claim – Civil Penalty for Failure to Timely Pay Wages Due Upon Termination of Employment (Labor Code §§201-203 and 256)	\$74,400	Each aggrieved employee no longer employed by Defendants: \$15.50 per hour X 8 hours per day X 30 days = \$3,720 per aggrieved employee no longer employed by Defendants Total: \$3,720 per aggrieved employee no longer employed by Defendants X at least 20 aggrieved employees no longer employed by Defendants = \$74,400
Total PAGA Penalties for PAGA Claims on Behalf of the Other Aggrieved Employees	\$272,400	

15. To date, I've incurred at least \$27,000 in fees in the prosecution of Plaintiff's individual claims (i.e., his individual PAGA and non-PAGA claims). This figure is calculated as follows: \$450 per hour X at least 60 hours = at least \$27,000.

16. For settlement purposes, it is reasonable to discount my estimate of the civil penalties potentially recoverable with regard to Plaintiff's individual PAGA claims (\$7,420) by 50% to reflect the benefits of avoiding the delays associated with continued litigation and by another 50% to reflect the uncertainty of obtaining a favorable verdict with regard to those PAGA claims at trial. The resulting figure is \$1,855 which I contend would be a fair and reasonable settlement of Plaintiff's individual PAGA claims. The proposed settlement of Plaintiff's individual PAGA claims for \$2,000 exceeds that figure.

17. I respectfully submit that the relief requested in Plaintiff's Unopposed Motion and the parties' Stipulation is further warranted in light of the following factors, among others: (a) the parties are prepared to consummate their Settlement Agreement immediately after the Court approves of the settlement of Plaintiff's individual PAGA claims, dismisses those claims with

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1 prejudice, and further dismisses Plaintiff's PAGA claims on behalf of the other aggrieved
2 employees without prejudice; and (b) there is no just reason to delay the consummation of the
3 parties' Settlement Agreement.

4 18. Notice of the proposed settlement of Plaintiff's individual PAGA claims and the
5 corresponding dismissals as described herein is not required to be provided to any other employee
6 of Defendant. *See, e.g., Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117, 1122 (9th Cir. 2014)
7 ("PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees
8 opt out of a PAGA action); *O'Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal.
9 2016) ("PAGA does not require class actions procedures, such as notice and opt-out rights."); and
10 *Ochoa-Hernandez v. Cjaders Foods, Inc.*, 2010 WL 134077, at *5 (N.D. Cal. Apr. 2, 2010)
11 ("Unnamed employees need not be given notice of the PAGA claim, nor do they have the ability to
12 opt-out of the representative PAGA claim.")

13 19. I am unaware of any aggrieved employee who is relying on Plaintiff or me for the
14 prosecution of any of the PAGA claims in the Action.

15 20. I respectfully submit that my background and experience (summarized below)
16 support my conclusion that the proposed settlement of Plaintiff's individual PAGA claims is fair
17 and reasonable.

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

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

24 23. I have had substantial experience prosecuting class actions including, *inter alia*:
25 *Brian R. Maston et al. v. Prima Pizza, Inc. et al.*, Los Angeles County Superior Court, Case No.
26 BC508046 (wage and hour class action settlement – final approval granted); *Neerav Jadeja et al. v.*
27 *American Para Professional Systems, Inc. et al.*, San Diego Superior Court, Case No. 37-2013-
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1 00040592-CU-MT-CTL (identity theft class action settlement – final approval granted); *Anyah M.*
2 *Jagne v. Williams-Sonoma, Inc.*, Sacramento Superior Court, Case No. 34-2017-00212574 (wage
3 and hour class action settlement – final approval granted); *Christopher L. Battle v. Fastrucking.com,*
4 *LLC*, San Diego Superior Court, Case No. 37-2014-00020611-CU-OE-CTL (wage and hour class
5 action settlement – final approval granted); *Alejandro Hernandez v. Golden State FC, LLC*, San
6 Diego Superior Court, Case No. 37-2018-00025550-CU-OE-CTL (wage and hour class action
7 settlement – final approval granted); and *James Avilez v. Gorlitz, Sewer & Drain, Inc.*, Los Angeles
8 Superior Court, Case No. 20STCV21169 (wage and hour class action settlement – final approval
9 granted).

10 24. I submitted to the LWDA (via online filing with the LWDA) copies of the parties’
11 Stipulation, Plaintiff’s Unopposed Motion, this Declaration and the [Proposed] Order before filing
12 those papers in the Orange County Superior Court. A true and correct copy of the email I received
13 from the DIR PAGA Unit on behalf of the LWDA confirming my submission of those papers to the
14 LWDA is attached hereto as Exhibit 1.

15 25. I do not anticipate receiving any objection or other communication from the LWDA
16 to the proposed settlement described in, or the relief requested in, the parties’ Stipulation and
17 Plaintiff’s Unopposed Motion. I will promptly notify the Court if I receive any such objection or
18 other communication from the LWDA.

19 26. If the Court grants the relief requested in the parties’ Stipulation and Plaintiff’s
20 Unopposed Motion, Plaintiff’s counsel would promptly notify the LWDA of the Court’s Order
21 granting such relief (via online filing of said Order with the LWDA).

22 I declare under penalty of perjury under the laws of California that the foregoing is true and
23 correct, and that this Declaration was executed on May 28, 2024.

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25 Daniel V. Santiago
26 Attorney for Plaintiff, David A. Greene
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