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

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

12 Plaintiff,

13  
14 v.

15 KHALID M. ASIMI and HAMID M. ASIMI,  
16 individuals doing business as Alert Security  
Services in Corona, California, and DOES 1 -  
17 20, inclusive,

18 Defendants.  
19

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

**DECLARATION OF DANIEL V.  
SANTIAGO IN SUPPORT OF  
PLAINTIFF'S *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**

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21 I, Daniel V. Santiago, declare:

22 1. I am a member in good standing of the State Bar of California (California Bar No.  
23 206532). I am counsel for the Plaintiff, David A. Greene, in the above-captioned action against the  
24 Defendants, Khalid M. Asimi and Hamid M. Asimi, individuals doing business as Alert Security  
25 Services in Corona, California, currently pending in the Superior Court of the State of California,  
26 County of Orange, Case No. 30-2024-01377249-CU-OE-CXC ("the Action").

27 2. I respectfully submit this declaration in support of Plaintiff's *Ex Parte* Application  
28 for an Order Shortening the Time for the Hearing on Plaintiff's Unopposed Motion for an Order (1)

1 Approving the Settlement of Plaintiff's Individual PAGA Claims and Dismissing Those Claims  
2 With Prejudice and (2) Dismissing Plaintiff's PAGA Claims on Behalf of the Other Aggrieved  
3 Employees Without Prejudice ("Plaintiff's *Ex Parte* Application"). Notably, I am informed by  
4 Defendant's counsel (Daniel M. Josephson, Esq. of Siddiqui Law, APC, 695 Town Center Drive,  
5 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 *Ex Parte*  
7 Application.

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

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

15 5. The parties, by and through their respective counsel, have agreed to resolve all of the  
16 Plaintiff's claims against the Defendant in the Action. To that end, the parties have executed a  
17 Confidential Settlement Agreement and Mutual Release of All Claims ("Settlement Agreement")  
18 reflecting the settlements of Plaintiff's individual PAGA claims against the Defendants for \$2,000  
19 and Plaintiff's non-PAGA claims against the Defendant for \$23,000, for a Gross Settlement  
20 Amount of \$25,000.

21 6. The parties' Settlement Agreement requires the Gross Settlement Amount of \$25,000  
22 to be distributed as follows: (a) \$2,000 is to be paid by or on behalf of Defendants in connection  
23 with the settlement of the Plaintiff's individual PAGA claims against the Defendants (more  
24 specifically, that sum consists of \$1,500.00 to be paid to the Labor and Workforce Development  
25 Agency ["LWDA"] and \$500.00 to be paid to the Plaintiff in connection with the settlement of  
26 Plaintiff's individual PAGA claims against the Defendants); and (b) \$23,000 is to be paid by or on  
27 behalf of Defendants in connection with the settlement of the Plaintiff's non-PAGA claims against  
28 the Defendant (more specifically, that sum consists of: a payroll check in the amount of \$3,000.00,

1 less withholdings and deductions, for the settlement of Plaintiff's individual unpaid wage claim to  
2 be reported on an IRS Form W-2; a settlement payment of \$7,750.00 for the settlement of Plaintiff's  
3 individual non-PAGA claims other than his individual unpaid wage claim to be reported on an IRS  
4 Form 1099; and \$12,250 to be paid to Plaintiff's undersigned counsel (more specifically, that figure  
5 consists of the sum of Plaintiff's counsel's costs and fees incurred in the prosecution of Plaintiff's  
6 individual claims in the amounts of \$1,500 and \$10,750, respectively).

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

12         8.       As explained in greater detail in the Declaration of Daniel V. Santiago in Support of  
13 Plaintiff's Unopposed Motion previously filed and incorporated herein by reference, the proposed  
14 settlement of Plaintiff's PAGA claims against the Defendant is fair and reasonable in light of a  
15 number of factors including, among others: (a) I have conducted sufficient investigation of the facts  
16 underlying Plaintiff's claims that support my conclusion that the proposed settlement of Plaintiff's  
17 individual PAGA claims is fair and reasonable; (b) any settlement, including the proposed  
18 settlement in the Action, should take into consideration the time, inconvenience and uncertainty of  
19 trial that are avoided by the settlement; (c) under Labor Code §2699(i), allegedly aggrieved  
20 employees like Plaintiff are entitled to receive only 25% of any PAGA settlement with the  
21 remaining 75% to be paid to the LWDA; and (d) the proposed settlement of Plaintiff's individual  
22 PAGA claims for \$2,000 exceeds my evaluation of a fair and reasonable settlement of those PAGA  
23 claims. In the latter regard, for settlement purposes, it is reasonable to discount my estimate of the  
24 civil penalties potentially recoverable with regard to Plaintiff's individual PAGA claims (\$7,420) by  
25 50% to reflect the benefits of avoiding the delays associated with continued litigation and by  
26 another 50% to reflect the uncertainty of obtaining a favorable verdict with regard to those PAGA  
27 claims at trial. The resulting figure is \$1,855 which I contend would be a fair and reasonable  
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1 settlement of Plaintiff's individual PAGA claims. The proposed settlement of Plaintiff's individual  
2 PAGA claims for \$2,000 exceeds that figure.

3 9. I respectfully submit that Plaintiff's Ex Parte Application is warranted in light of the  
4 following factors, among others: (1) the parties are prepared to consummate their Settlement  
5 Agreement immediately after the Court approves of the settlement of Plaintiff's individual PAGA  
6 claims and dismisses those claims with prejudice and dismisses Plaintiff's PAGA claims on behalf  
7 of the other aggrieved employees without prejudice; (2) there is no just reason to delay the  
8 consummation of the parties' Settlement Agreement (particularly a 4+ month delay if Plaintiff's  
9 Unopposed Motion were not heard until October 3, 2024, the date on which it is currently set for  
10 hearing); and (3) I am informed that Plaintiff is in need of his share of the settlement funds to be  
11 received under the parties' Settlement Agreement to support himself and his family, as he has had  
12 difficulty recently finding full-time employment.

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

18 11. I do not anticipate receiving any objection or other communication from the LWDA  
19 regarding the relief requested in Plaintiff's *Ex Parte* Application. I will advise the Court whether I  
20 have received any objection or other communication from the LWDA during the hearing on  
21 Plaintiff's *Ex Parte* Application.

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 June 5, 2024.

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