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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

**MEMORANDUM OF POINTS AND
AUTHORITIES 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**

The Plaintiff, David A. Greene, by and through his undersigned counsel, respectfully
submits this Memorandum of Points and Authorities in support of Plaintiff's *Ex Parte* Application
for an Order Shortening the Time for the 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 (hereinafter referred to as "Plaintiff's *Ex Parte* Application").

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2 **I. INTRODUCTION**

3 Plaintiff's Unopposed Motion for an Order (1) Approving the Settlement of Plaintiff's
4 Individual PAGA Claims and Dismissing Those Claims With Prejudice and (2) Dismissing
5 Plaintiff's PAGA Claims on Behalf of the Other Aggrieved Employees Without Prejudice
6 ("Plaintiff's Unopposed Motion") is currently set for hearing on October 3, 2024, at 2:00 p.m. in
7 Department CX104 of the Orange County Superior Court, Civil Complex Center (Reservation
8 Number 74304714). By this *Ex Parte* Application, Plaintiff respectfully requests that the Court
9 enter an Order: (1) shortening the time for the hearing on Plaintiff's Unopposed Motion and
10 advancing that hearing to the date and time of the hearing on this *Ex Parte* Application (June 10,
11 2024, at 1:30 p.m. in Department CX104 of the Orange County Superior Court, Civil Complex
12 Center); and (2) granting the relief requested in Plaintiff's Unopposed Motion. Notably, Plaintiff's
13 counsel is informed by Defendant's counsel that he has no objection to the relief requested in either
14 Plaintiff's *Ex Parte* Application or Plaintiff's Unopposed Motion (Declaration of Daniel V.
15 Santiago in Support of Plaintiff's *Ex Parte* Application ["Santiago Declaration"], ¶¶2-3.)

16 **II. THE PARTIES' SETTLEMENT AGREEMENT**

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

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

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

9 The parties' Settlement Agreement is subject to and expressly conditioned upon the Court's
10 entry of an Order: (1) approving the settlement of Plaintiff's individual PAGA claims and
11 dismissing those claims with prejudice; and (2) dismissing Plaintiff's PAGA claims on behalf of the
12 other aggrieved employees without prejudice. (Santiago Declaration, ¶7.)

13 **III. THE PROPOSED SETTLEMENT OF PLAINTIFF'S PAGA CLAIMS IS FAIR AND**
14 **REASONABLE.**

15 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 Defendant is fair and reasonable in light of a
18 number of factors including, among others: (a) Plaintiff's counsel has conducted sufficient
19 investigation of the facts underlying Plaintiff's claims that support his conclusion that the proposed
20 settlement of Plaintiff's PAGA claims is fair and reasonable; (b) any settlement, including the
21 proposed settlement in the Action, should take into consideration the time, inconvenience and
22 uncertainty of trial that are avoided by the settlement; (c) under Labor Code §2699(i), allegedly
23 aggrieved employees like Plaintiff are entitled to receive only 25% of any PAGA settlement with
24 the remaining 75% to be paid to the LWDA; and (d) the proposed settlement of Plaintiff's PAGA
25 claims for \$2,000 exceeds Plaintiff's counsel's evaluation of a fair and reasonable settlement of
26 those PAGA claims. (Santiago Declaration, ¶8.)

1 **IV. THE RELIEF REQUESTED IN PLAINTIFF'S EX PARTE APPLICATION IS**
2 **WARRANTED.**

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

13 **V. NOTICE TO THE LWDA**

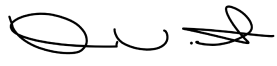
14 Plaintiff's counsel submitted copies of Plaintiff's *Ex Parte* Application and all related papers
15 to the LWDA (via online filing with the LWDA) immediately before filing those papers in the
16 Orange County Superior Court. (Santiago Declaration, ¶10.) A true and correct copy of the email
17 Plaintiff's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

20 Plaintiff's counsel does not anticipate receiving any objection or other communication from
21 the LWDA regarding the relief requested in Plaintiff's *Ex Parte* Application. (Santiago
22 Declaration, ¶11.) Plaintiff's counsel will advise the Court whether he has received any objection
23 or other communication from the LWDA during the hearing on Plaintiff's *Ex Parte* Application. *Id.*

24 Dated: June 5, 2024

LAW OFFICES OF DANIEL V. SANTIAGO, P.C.

25 By:



26 Daniel V. Santiago, Esq.

27 Attorney for Plaintiff, David A. Greene
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