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13

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **FOR THE COUNTY OF LOS ANGELES**

17 VIGEN ZADOURIAN, an individual,

18 Plaintiff,

19 v.

20 FORREST MACHINING, INC., a California
corporation; and DOES 1 through 100,
21 inclusive,

22 Defendants.
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Case No.: 20CHCV00468

Assigned to: Hon. Melvin Sandvig

Dept.: F-47

**SECOND AMENDED NOTICE OF
MOTION AND MOTION FOR PAGA
SETTLEMENT APPROVAL; AND
MEMORANDUM OF POINTS AND
AUTHORITIES**

*[Filed concurrently with Declaration of Narak
Mirzaie and Exhibits A-D; and [Proposed]
Order]*

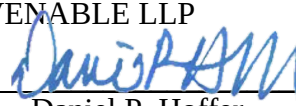
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on August 20, 2021, 8:30 a.m., in Department F-47 of the
3 Los Angeles County Superior Court, located at 9425 Penfield Ave., Chatsworth, CA 91311,
4 Plaintiff, Vigen Zadourian (“Plaintiff”) and Defendant, Forrest Machining, Inc. (“Defendant” or
5 “FMI”) (collectively, the “Parties”), jointly will, and hereby do move this Court for an order
6 approving the penalties payable pursuant to the Private Attorneys General Act (“PAGA”) which
7 are included in the settlement between the Parties. Good cause exists for approval of the PAGA
8 portion of the settlement in that the settlement is fair and reasonable and properly allocated funds
9 to both the Plaintiff and the California Labor and Workforce Development Agency (“LWDA”).
10 The Parties request Court approval of the PAGA portion of Plaintiff’s Complaint as to Plaintiff
11 individually, as the sole aggrieved employee, and further request that the Court dismiss the
12 remainder of the PAGA claim as to other alleged aggrieved employees, without prejudice.

13 This Motion is made pursuant to California Labor Code § 2699(I)(2) and is based upon
14 this Notice of Motion and Motion; the accompanying Memorandum of Points and Authorities;
15 the Declaration of Narak Mirzaie; all pleadings and documents on file in this action; and such
16 further argument and evidence as the Court may consider at the hearing of this Motion.

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18 DATED: July 21, 2021

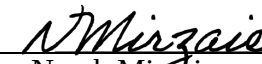
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Daniel P. Hoffer
Kyle P. Klein
Attorneys for Defendant
Forrest Machining, Inc.

22 DATED: July 21, 2021

MAW ATTORNEYS



Narak Mirzaie
Attorneys for Plaintiff
Vigen Zadourian

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Plaintiff Vigen Zadourian (Plaintiff”) hereby submits this Second Amended Motion (the “Motion”) for Approval of PAGA settlement pursuant to California Labor Code section 2699, subdivision (1)(2) with Defendant Forrest Machining, Inc. (“Defendant” or FMI”). Plaintiff and FMI are referred to collectively as the “Parties.” The Parties have resolved this matter in its entirety, including Plaintiff’s Seventh Cause of Action, which seeks the recovery of penalties under the Private Attorney General Act (“PAGA”). The California Labor Code requires that the Court approve the Parties’ settlement of Plaintiff’s Seventh Cause of Action for PAGA penalties (“PAGA Settlement”).

The PAGA Settlement seeks to resolve Plaintiff’s PAGA claim **with Plaintiff individually** during the applicable PAGA period, April 20, 2019 to the PAGA Approval Date (the “PAGA Period”). As the Court noted in its March 30, 2021 Order, Plaintiff’s notice to the Labor and Workforce Development Agency “fails to adequately identify any aggrieved/affected employees other than Plaintiff” and the parties are therefore resolving this PAGA action as to Plaintiff, alone. March 30, 2021 Order, p. 5. The PAGA settlement also seeks to dismiss the PAGA claim as to other alleged aggrieved employees, without prejudice.

The Parties request that the Court approve the PAGA portion of their settlement so that this matter can be dismissed.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Parties

FMI is a manufacturing business under the guidelines of Department of Corporations, now known as Department of Business Oversight. The Aggrieved Employees are all current and former employees of FMI, employed within the State of California, from April 12, 2019 to October 28, 2020. On August 12, 2020, Plaintiff, on behalf of himself and other similarly situated Aggrieved Employees, filed a representative action complaint against FMI in the Los

1 Angeles County Superior Court, alleging violations of the Labor Code under the PAGA.
2 Declaration of Narak Mirzaie (“Mirzaie Decl.”) ¶ 6.

3 **B. Litigation, Discovery, and Investigation**

4 Before the Parties reached the proposed settlement, the Parties conducted informal
5 investigation and discovery, including propounding and responding to informal document
6 exchanges. Time, attendance, and payroll records were voluntarily produced by FMI. Mirzaie
7 Decl., ¶ 11. Additional informal discovery was conducted and discussions regarding the
8 financial abilities of FMI to sustain a protracted PAGA litigation were exhausted by Plaintiff. *Id.*

9 **C. Procedural History**

10 Plaintiff was employed by FMI from 2019 until April of 2020. On April 30, 2020,
11 Plaintiff sent a letter to the Labor Workforce Development Agency (“LWDA”) and FMI, giving
12 notice of his intent to pursue a representative action pursuant to PAGA on behalf of himself and
13 the State of California, as well as on behalf of a proposed group of Aggrieved Employees. *Id.*, ¶
14 5, Ex. A.

15 On August 12, 2020, Plaintiff filed the instant action against FMI for: (1) wrongful
16 termination on the basis of Ethnicity/National Origin in Violation of the FEHA; (2) Wrongful
17 Termination on the Basis of Age in Violation of the FEHA; (3) Wrongful Termination in
18 Violation of Public Policy; (4) Failure to Provide Meal and Rest Periods; (5) Failure to Pay
19 Earned Wages Upon Discharge; (6) Failure to Furnish Accurate Itemized Wage Statements; and
20 (7) Violation of the PAGA. *Id.*, ¶ 6. On the same date Plaintiff filed the instant action, Plaintiff
21 and FMI entered and executed a Settlement Agreement and General Release. *Id.*, ¶ 6, Ex. B.

22 On November 25, 2020, Plaintiff submitted a Motion for Approval of PAGA Settlement,
23 which included a copy of the executed Settlement Agreement between the Parties, set to be heard
24 on January 19, 2021. *Id.*, ¶ 7. On January 5, 2021, however, Nejdeh Vartanian (“Intervenor”),
25 filed a Motion for Leave to Intervene in the instant action, which was set to be heard on February
26 22, 2021, but was advanced to January 19, 2021 by the Court. *Id.* On January 19, 2021, the
27 Court placed both motions off calendar and ordered Intervenor to file a Notice of Related Case in
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1 the instant action. *Id.* The Court then rescheduled the hearings on the Motion for Leave to
2 Intervene and the Motion for PAGA Settlement Approval for March 30, 2021. *Id.*

3 On March 4, 2021, the Parties submitted an Amended Notice of Motion and Motion for
4 PAGA Settlement Approval. *Id.*, ¶ 8. The Court issued a ruling on March 30, 2021, denying
5 Plaintiff's Motion and providing specific instructions pertaining to the defects of the Motion. *Id.*
6 The Court indicated that Plaintiff's PAGA Notice was deficient as it failed to provide sufficient
7 notice to the LWDA. *Id.* The Court specifically commented that "Plaintiff's notice also fails to
8 adequately identify any aggrieved/affected employees other than Plaintiff." *Id.*; March 30, 2021
9 Order, p. 5. To allow the Parties time to cure the defects, the Court continued the hearing on the
10 Motion until May 26, 2021. Mirzaie Decl., ¶ 8. The May 26, 2021 hearing date was thereafter
11 continued to June 4, 2021. *Id.*

12 The Parties submitted a Joint Stipulation regarding the PAGA Settlement on May 11,
13 along with an Amended Settlement Agreement and a Proposed Order for approval by the Court.
14 *Id.*, ¶ 9, Ex. C. On June 4, 2021, the Court issued an Order indicating that since the Parties have
15 not cured the deficiencies in the motion, it remains on calendar. *Id.* The Court further advised
16 the Parties that if they wished to pursue settlement of the PAGA claims, they must do so by a
17 properly noticed motion which would allow the Intervenor the opportunity to file an opposition
18 to the motion. *Id.* The Court also advised that due to the defects in Plaintiff's PAGA notice,
19 Plaintiff did not appear to have standing to bring a claim under the PAGA for other alleged
20 aggrieved employees (besides Plaintiff individually). *Id.*

21 The instant Motion seeks to cure the defects raised by the Court in both its March 4, 2021
22 and June 4, 2021 Orders.

23 **D. Terms of Settlement Agreement**

24 In response to the Court's direction arising out of its March and June ruling on the
25 Motion for Approval of PAGA Settlement, on July 19, 2021 the Parties entered into an amended
26 settlement agreement (the "Second Amended Settlement Agreement"). *Id.*, ¶ 10, Ex. D. The
27 Original Settlement Agreement, Amended Settlement Agreement, and Second Amended
28 Settlement Agreement were each provided to the LWDA on July 21, 2021. *Id.*, ¶ 20.

1 The basic terms of the PAGA portion of the Amended Settlement Agreement are as
2 follows:

- 3 • Upon the PAGA approval Date, Plaintiff and the LWDA, during the time period of April
4 20, 2019 to the PAGA Approval Date, hereby release and forever discharge all Releasees
5 (defined as Defendant and all of their respective past, present and future directors,
6 officers, owners, board members, entities, dbas, subsidiary, parent and affiliate
7 corporations or companies, successors, insurers, attorneys, volunteers and assigns, and
8 each of them) from any and all claims under the Private Attorneys General Act of 2004,
9 California Labor Code Section 2698, *et seq.*, arising from all meal and rest period
10 violations arising under Labor Code Section 2699 (the “PAGA Release”).
- 11 • In exchange for the LWDA’s and Plaintiff’s PAGA Release, FMI agrees to pay **Forty-**
12 **Five Thousand Dollars** and No Cents (**\$45,000.00**) (the “PAGA Payment”), as allocated
13 as follows:
 - 14 o **Attorneys’ Fees:** FMI agrees to pay Plaintiff’s the sum of **Fourteen Thousand**
15 **Eight Hundred and Fifty Dollars (\$14,850.00)** (the “PAGA Attorneys’ Fees”)
16 payable to “M Law Attorneys, Client Trust Account” for reasonable attorneys’
17 fees and costs incurred in the pursuit of the PAGA claim asserted.
 - 18 o **LWDA Penalty:** The sum of **Twenty-Two Thousand Six Hundred and**
19 **Twelve Dollars and 50/100 Cents (\$22,612.50)** payable to the LWDA for the
20 statutory sum (75%) payable to the State of California for the PAGA claims
21 asserted.
 - 22 o **PAGA Payment to Plaintiff:** The sum of **Seven Thousand Five Hundred and**
23 **Thirty-Seven Dollars and 50/100 Cents (\$7,537.50)** payable for distribution to
24 Plaintiff, as the sole aggrieved employee, under the PAGA.
 - 25 o **No Service Award for Plaintiff:** Plaintiff will *not* earn a service award.
 - 26 o **Timing and Distribution of PAGA Payment:** Within Thirty (30) days after the
27 PAGA Approval Date, FMI shall make the PAGA Payment to Plaintiff or his
28

1 counsel. The parties do not have the need to retain a settlement or PAGA
2 Administrator is necessary because Plaintiff is the only aggrieved employee.
3 See Mirzaie Decl., ¶ 10, Ex. D.

4 III. ANALYSIS

5 A. The Proposed Settlement Should Be Approved Because it is Fundamentally 6 Fair, Reasonable, and Adequate in Light of the Public Policy Objectives of 7 the PAGA.

8 Under the PAGA, an aggrieved employee may bring a civil action on behalf of the State
9 to recover civil penalties for violations of the California Labor Code on behalf of themselves and
10 other aggrieved employees. Lab. Code § 2698, *et seq.* The PAGA “is in the nature of an
11 enforcement action, with the aggrieved employee acting as a private attorney general to collect
12 penalties from employers who violate labor laws.” *Franco v. Athens Disposal Co., Inc.* (2009)
13 171 Cal. App. 4th 1277, 1300). Thus, “the employee plaintiff represents the same legal right and
14 interest as state labor law enforcement agencies.” *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969,
15 980-81. The stated interest of the Division of Labor Standards Enforcement, California’s labor
16 law enforcement agency, is to “enforce minimum labor standards in order to ensure employees
17 are not required or permitted to work under substandard unlawful conditions [...] and to protect
18 employers who comply with the law from those who attempt to gain a competitive advantage at
19 the expense of their workers by failing to comply with minimum labor standards. Lab. Code §
20 90.5(a).

21 “[A] presumption of fairness exists where: (1) the settlement is reached through arm’s-
22 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
23 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
24 objectors is small.” *Freer v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1802. Before
25 approving a class settlement, a trial court must develop an understanding “of the amount that is
26 in controversy and the realistic range of outcomes of the litigation.” *Kullar v. Foot Locker*
27 *Retail, Inc.* (2008) 168 Cal. App. 4th 116, 120.

1 **1. The Parties Reached the Settlement Agreement Through Arms-Length**
2 **Bargaining and Assessment of Risk of Trial**

3 The Amended Settlement Agreement between the Parties is the product of arms-length
4 bargaining. Specifically, between May 5, 2020 and August 12, 2020, counsel for Plaintiff and
5 FMI engaged in multiple lengthy and in-depth settlement negotiations arising out of Plaintiff's
6 individual claims, as well as the PAGA claim. Mirzaie Decl., ¶¶ 11-12. During that time, the
7 Parties respective counsel engaged in 16 telephone calls, 12 emails, and dozens of text messages
8 to further settlement negotiations. *Id.* As part of these negotiations, counsel for both Parties set
9 forth their respective positions and strengths and weaknesses in each of their respective cases.
10 *Id.*

11 During the protractive settlement negotiations between the Parties, FMI shared its
12 arguments against liability on the PAGA claim with Plaintiff's counsel. *Id.* In particular, FMI
13 maintains, among other arguments, that Plaintiff and the other Aggrieved Employees were
14 always provided with the opportunity to take meal and rest periods without interruption and FMI
15 provides longer meal and rest breaks than as required by law. *Id.* FMI's evidence submitted in
16 informal discovery indicates that FMI used best efforts to maintain lawful meal and rest period
17 policies for all employees. *Id.* Additionally, FMI produced documentary evidence proving that
18 FMI provided longer rest period than required by law (i.e., one 10-minute rest period during the
19 first half of a shift and a second 20-minute rest period during the second half of a shift). *Id.*
20 Therefore, in Plaintiff's counsel's analysis, while Plaintiff might have strong individual claims,
21 the PAGA claim on behalf of other Aggrieved Employees was greatly diminished, to very
22 minimal liability. *Id.*

23 Plaintiff's counsel also took into account that even if Plaintiff prevailed on the merits of
24 his PAGA claim, FMI might persuasively argue that the Court should exercise its discretion,
25 under Labor Code § 2699(e) to reduce the amount of civil penalties assessed. *Id.* A court in a
26 PAGA action has the same discretion "to assess a civil penalty" that the Labor Commissioner
27 would have, as well as complete discretion to "award a lesser amount than the maximum civil
28 penalty amount specified [by PAGA] if, based on the facts and circumstances of the particular

1 case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or
2 confiscatory. Plaintiff's counsel also took into account the Court's order indicating that the
3 PAGA Notice failed to provide adequate notice to the LWDA. *Id.* ¶ 8.

4 Moreover, in coming to the terms of the PAGA settlement, both parties understood the
5 that courts have broad discretion in approving PAGA penalties. *Id.* ¶ 13. California Labor Code
6 § 2699(e)(2) states, "[i]n any action by an aggrieved employee seeking recovery of a civil
7 penalty. . . a court may award a lesser amount than the maximum civil penalty amount specified
8 by this part if, based on the facts and circumstances of the particular case, to do otherwise would
9 result in an award that is unjust, arbitrary and oppressive, or confiscatory. In *Nordstrom v.*
10 *Commission Cases* (2010 186 Cal. App. 4th 576, 589 (2010), the Court held that the Trial Court
11 did not abuse its discretion in approving a settlement in a wage and hour case that involved
12 PAGA penalties even though no settlement money was allocated to the PAGA, and, therefore, no
13 portion of the settlement was paid to the LWDA. *See also Navarro v. Ordaz Cultured Marble &*
14 *Onyx, Inc.* 2015 U.S. Dist. LEXIS 21374, *2-3 (approving a \$20,000 PAGA Settlement); *Franco*
15 *v. Ruiz Foods Prods., Inc.*, 2012 U.S. Dist. LEXIS 169057, *14 (E.D. Cal. 2012) (approving a
16 settlement of PAGA penalties of \$10,000 for 2,055 employees for wage and hour violations);
17 *Garcia v. Gordon Trucking*, 2012 U.S. Dist. LEXIS 160052, *3 (E.D. Cal. 2012) (approving a
18 settlement of PAGA penalties of \$10,000 for 1,868 employees for wage and hour violations);
19 *Chu v. Wells Fargo Investments, LLC*, 2011 U.S. Dist. LEXIS 15821, *1 (N.D. Cal. 2011)
20 (approving a settlement of PAGA penalties of \$7,500 for 2,752 employees for wage and hour
21 violations). Here, the Parties have allocated a substantial sum as payment under PAGA.

22 Here, as set forth in Section II(D) *supra*, the terms of the Amended Settlement
23 Agreement are fair and reasonable and apply between Plaintiff and FMI only.

24 **2. Investigation and Discovery Are Sufficient to Allow Counsel and the** 25 **Court to Act Intelligently**

26 The Parties conducted extensive investigation and informal discovery. FMI produced
27 Plaintiff's personnel files, payroll records, and the employee identification number, job position,
28 and dates of employment for many allegedly Aggrieved Employees. Such production

1 constituted over 1,000 pages of documentation and evaluation of the time and payroll records
2 and personnel-related documents, including policies pertaining to meal and rest periods. PAGA
3 counsel evaluated the time records and determined that while there was evidence of some
4 potential meal period violations, it was uncertain, especially due to the fact that no time records
5 are available for rest periods. Mirzaie Decl., ¶¶ 11-12.

6 PAGA counsel also engaged in informal discovery geared towards determining FMI's
7 ability to sustain a protracted PAGA litigation and both Parties determined that rather than
8 continue to expend considerable time and resources litigating the PAGA claim, it was in the best
9 interest of Plaintiff, the Aggrieved Employees, and FMI to reach a reasonable settlement rather
10 than continue forward with litigation. *Id.*

11 Obtaining and enforcing a judgment in the range sought in this matter for meal and rest
12 period violations could easily cost \$350,000-\$500,00 in attorneys fees and costs for both parties,
13 including costs and fees for extensive discovery and perhaps several dozen depositions, and lay
14 and expert witness preparation (which could necessarily include preparing most, if not all of
15 FMI's past employees, resulting in several more years of litigation). *Id.*, ¶ 17.

16 The difficulties of a complex representative action litigation, the risks and uncertainty in
17 proving violations of meal and rest period requirements, and the potential for protracted litigation
18 and various possible delays and appeals were carefully considered by Plaintiff and Plaintiff's
19 counsel in agreeing to the proposed settlement. *Id.*, ¶¶ 11-19. Moreover, as the Parties engaged
20 in significant informal discovery, followed by an entire day of arm's length negotiation
21 facilitated by an experienced mediator, this factor weighs in favor of finding that the proposed
22 settlement is fundamentally fair, reasonable, and adequate.

23 **3. Counsel is Experienced in Similar Litigation**

24 Plaintiff and the Aggrieved Employees' counsel is an experienced attorney practicing
25 exclusively in employment/labor. He has personally handled numerous cases in all aspects of
26 employment and labor, including but not limited to wage and hour cases. *Id.*, ¶¶ 2-4. Thus, as
27 counsel for Plaintiff has conducted significant investigation into the law and facts, including
28 review of hundreds of pages of employment records and data, Plaintiff's counsel is well

1 positioned to give a reasoned and intelligent assessment of the proposed settlement, which is
2 entitled to considerable weight. *See Kullar*, 169 Cal. App. 4th at 129.

3 As such counsel for both Parties strongly encourages the Court to grant approval of this
4 PAGA settlement.

5 **4. Fairness of Settlement In Light of Public Policies Underlying the PAGA**

6 Based on the balancing of the *Kullar* factors, settlement of Plaintiff's PAGA claim for
7 \$45,5000 is fundamentally fair reasonable and adequate. In addition, on July 21, 2021, Plaintiff
8 notified the LWDA of the Second Amended Settlement Agreement. *Mirzaie Decl.*, ¶ 20. As of
9 the date of filing of this Motion, the LWDA has not objected to the terms of the settlement and,
10 therefore, the Court may presume the government finds the terms of the settlement sufficient.
11 *Gutilla v. Aerotek, Inc.*, 2017 WL 2729864, *3 [noting failure of LWDA to comment on
12 settlement in approving settlement that allocated no funds to PAGA]].

13 Further, the proposed Amended Settlement Agreement does not prejudice the non-party
14 aggrieved employees because in light of the Court's March and June 2021 Orders, **they are**
15 **being dismissed, without prejudice**. *See Iskanian v. CLS Transp. Los Angeles, LLC* (2014) 59
16 Cal. 4th 348, 381 [PAGA action "is fundamentally a law enforcement action designed to protect
17 the public and not to benefit private parties."]; *Villacres v. ABM Industries, Inc.* (2010) 189 Cal.
18 App. 4th 562, 578 ["Restitution is not the primary objective of the PAGA action, as it is in most
19 class actions"]).

20 Accordingly, the Parties seek the Court's approval of the PAGA settlement as presented,
21 due to the fact that it is fundamentally fair, reasonable, and adequate.

22 **B. Requested Attorneys' Fees and Costs Are Reasonable**

23 Labor Code section 2699 (g)(1) provides that "[a]ny employee who prevails in any action
24 shall be entitled to an award of reasonable attorney's fees and costs." Lab Code § 2699(g)(1); *see*
25 *also Gouskos v. Aptos Village Garage, Inc.* (2001) 94 Cal. App. 4th 754, 765 (holding that
26 attorneys' fees to prevailing party are mandatory when the statute uses the word "shall"). It is
27 undisputed that Plaintiff is the prevailing party. *See Graciano v. Robinson Ford Sales, Inc.*
28 (2006) 144, Cal. App. 4th 140, 153 ("[P]laintiffs may be considered 'prevailing parties' for

1 attorney's fee purposes if they succeed on any significant issue in the litigation that achieves
2 some of the benefit the parties sought in bringing suit.") (internal citations omitted); *Desaulles v.*
3 *Cnty. Hosp. of Monterey Peninsula* (2016) 62 Cal. 4th 1140, 1158 (a plaintiff who settles a
4 lawsuit for payment of money or other tangible benefits may be considered a prevailing party.").

5 Here, pursuant to the Amended Settlement Agreement, Plaintiff's counsel shall receive
6 \$14,850.00 (33 percent) as reasonable attorneys' fees and costs incurred in the pursuit of the
7 PAGA claim. Mirzaie Decl., Ex. D. *Boeing v. Van Gemert* (1980) 444 U.S. 472, 480-481; *see*
8 *also In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558 n.13 [Empirical studies
9 show that . . . fee awards in class actions average around one-third of the recovery."].)

10 Plaintiff's counsel has spent 94.2 hours litigation the instant action to bring it to
11 resolution, not including the hours counsel will expend through the settlement and dismissal of
12 this action. Mirzaie Decl., ¶ 21. The efforts expended by Plaintiff's counsel to achieve this
13 result include, but are not limited to, the following: meeting with Plaintiff and reviewing
14 documents provided by Plaintiff and FMI; preparing and submitting the PAGA notices to the
15 LWDA and FMI; preparing and filing the PAGA complaint; analyzing voluminous employment
16 records, payroll records of allegedly aggrieved employees; appearing at court hearings; and
17 negotiating and drafting the Settlement Agreement. *Id.*

18 Plaintiff's counsel's \$600 hourly rate is consistent with the current prevailing billing rates
19 in the Los Angeles area. *Id.* Plaintiff's counsel's rate is also comparable to those approved by
20 courts for other plaintiff's firms in the Southern California area. *See, e.g., Kearney v. Hyundai*
21 *Motor Am.*, No. SACV 09-1298-JST (MLGx), 2013 WL 3287996 (C.D. Cal. June 28, 2013)
22 (approving hourly rates of \$650-\$800 for senior attorneys in consumer class action); *Parkinson*
23 *v. Hyundai Motor America* (C.D. Cal. 2010) 796 F.Supp.2d 1160, 1172 (approving hourly rates
24 between \$445 and \$675); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, Case No. 37-2008-
25 00096019 (San Diego Sup. Ct., Aug. 27, 2010) (\$695 to \$750 an hour for partners; \$495 an hour
26 for associates); *Barrea v. Gamestop Corp.*, Case No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)
27 (\$700 an hour for partners; \$475 an hour for associates). Plaintiff's counsel is an experienced
28 litigator who specializes in employment law, with a substantial wage and hour class action and

1 PAGA practice. Given the skill and experience of Plaintiffs' counsel, and the excellent result
2 achieved for the State and Affected Employees, the requested rates are reasonable.

3 **C. The PAGA Notice**

4 In the Court's March 2021 Order, it discussed certain alleged deficiencies in Plaintiff's
5 PAGA notice. Specifically, the Court indicated that the PAGA Notice failed to provide
6 sufficient notice to the LWDA. Mirzaie Decl. ¶ 8. Accordingly, the Parties have agreed to
7 settle Plaintiff's PAGA claim as to Plaintiff individually and dismiss the remainder of the claim
8 as to other alleged aggrieved employees, without prejudice. Mirzaie Decl. ¶ 10, Ex. D.

9 **IV. CONCLUSION**

10 Based on the foregoing, the Parties respectfully request that the Court approve the
11 settlement of the PAGA claim as set forth herein (i.e., as to Plaintiff individually and dismiss the
12 claim as to other alleged aggrieved employees, without prejudice). Should the Court require
13 further information, the Parties will provide it upon request.

14
15 DATED: July 21, 2021

16 VENABLE LLP

17 Daniel P. Hoffer
18 Kyle P. Klein
Attorneys for Defendant
Forrest Machining, Inc.

19 DATED: July 21, 2021

20 MAW ATTORNEYS

21 Narak Mirzaie
22 Attorneys for Plaintiff
23 Vigen Zadourian