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Attorney for Plaintiff FERNANDO SILVA

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

FERNANDO SILVA, an individual;

Plaintiff,

v.

PRESTIGE PROTECTIVE SERVICES,
INC., a California Corporation; PRESTIGE
ENTERPRISE SERVICE, INC., a California
Corporation; SHENODA BERNABA, an
individual; and DOES 1 through 20,
inclusive;

Defendants.

Case Number: 22STCV24224

[Honorable Upinder S. Kalra; Department 51]

**DECLARATION OF SARKIS SIRMABEKIAN,
ESQ. IN SUPPORT OF PAGA STIPULATION**

Complaint Filed: July 27, 2022
Trial Date: January 29, 2024

I, SARKIS SIRMABEKIAN, declare as follows:

1. I am an attorney at law duly licensed to practice law before the California State Courts and the Central District of California. I am the attorney for Plaintiff FERNANDO SILVA ("Plaintiff") in the above-captioned matter.

2. I have been involved with this litigation since its inception and have personal knowledge of all the matters set forth herein, and if called upon, I could and would testify to the following:

3. All of the factual representations made in the accompanying PAGA Stipulation are true to the best of my knowledge, and I am providing this declaration in support thereof.

4. I am the founder and lead attorney at Sirmabekian Law Firm, PC. I prosecuted this

lawsuit from its inception. I assisted in drafting the complaint and filing the lawsuit, prosecuting it and reaching the settlement with Defendants PRESTIGE PROTECTIVE SERVICES, INC, PRESTIGE ENTERPRISE SERVICE, INC., and SHENODA BERNABA (“Defendants”) (“Settlement Agreement” or “Settlement”).

5. I combined my experience and skill to investigate, bring and litigate this matter to a successful conclusion. By the time the Settlement was reached, I had conducted a significant amount of work to sufficiently assess the strengths and weaknesses of the PAGA representative claims. I have significant experience in the handling of PAGA actions and complex litigation matters. This includes the full extent of resources necessary to accomplish the various goals of discovery, contacting and communicating with Plaintiff, analyzing voluminous employment records and data, including time sheets, and wage statements and preparing for the settlement negotiations and mediation.

6. Throughout this litigation, I have worked to avoid unnecessary duplication of efforts. I have actively litigated this case, including attending in-person and telephonic client meetings; conducting legal research and factual investigation; analyzing voluminous records produced in this case; participating in case strategy and analysis; drafting, reviewing, and revising pleadings; reviewing discovery; and preparing for and attending court proceedings and mediation.

Attorney’s Fees:

7. “[T]he court’s discretion in awarding attorney fees is ... to be exercised so as to fully compensate counsel for the prevailing party for services reasonably provided to his or her client.” (*Horsford v. Board of Trustees of California State University* (2005) 132 Cal.App.4th 359, 395 (*Horsford*)). The trial court may reduce the award where the fee request appears unreasonably inflated, such as where the attorneys’ efforts are unorganized or duplicative. (*Serrano v. Unruh* (1982) 32 Cal.3d 621, 635, fn. 21.) “[T]he verified time statements of the attorneys, as officers of the court, are entitled to credence in the absence of a clear indication the records are erroneous.” (*Horsford, supra*, at p. 396.).

8. Based on my prelitigation and litigation representation in this case, my comprehensive review of numerous pages of Defendants’ actual payroll records/policies, and in discussing and

1 analyzing during extensive negotiations, I believe the settlement reached is fair and equitable, and a
2 successful resolution for the LWDA and PAGA members.

3 9. I have spent 152.3 hours performing tasks on behalf of Plaintiff as of the filing of this
4 declaration. My work commenced with the pre-filing case analysis and research since retaining
5 Plaintiff in or around April 2022, continued through Settlement in September 2023, and will continue
6 until the conclusion of this matter. My work has been necessary to successfully conclude this matter.
7 The hours include formal discovery and litigation. The hours to date do not include PAGA Approval
8 process or continuing to keep in contact with the Claims Administrator to ensure proper administration
9 of settlement checks.

10 10. The required skills and experience necessary to properly litigate this case is evident not
11 only in the results achieved, but also in the steps undertaken to achieve those results. Defendants
12 retained well-respected counsel to represent their defenses and denied liability. Specifically,
13 Defendant denied that it violated any wage and hour laws, as alleged, and claimed that they had no
14 liability whatsoever in this matter.

15 11. I have been practicing law for over eleven (11) years and I have represented many
16 employees in employment-related disputes in the past. I started my own practice immediately after
17 being admitted to The State Bar of California in December 2011. I have prosecuted employment law
18 claims on behalf of Plaintiffs against many large and mid-sized private companies in employment-
19 related disputes, including complex matters such as PAGA and class actions.

20 12. A vast majority of my firm's current practice includes prosecution of wage and hour
21 individual and class action cases.

22 13. I believe that my hourly rate of \$600.00/hr. is comparable to the rates requested by and
23 awarded to other plaintiffs' attorneys with similar experience, background and levels of success
24 achieved in prosecuting similar types of class actions, and I've been approved at that rate in other
25 complex cases.

26 14. I am a graduate of La Verne Law School and I obtained my undergraduate degree from
27 UCLA. I have never been charged with attorney misconduct or subjected to any disciplinary
28 proceedings in any court in which I have practiced. I entered private practice of law in 2011 in

1 California. I primarily handle employment law cases. I presently have over 80 active employment law
2 cases in litigation. 11 of those cases are wage and hour class actions in which I am lead counsel or co-
3 counsel.

4 15. I undertook extensive pre-litigation investigation, analysis, and research and then
5 ramped up efforts during litigation to get this matter into mediation. Because private resolution was
6 not a certainty at mediation, I took steps to prepare the case for the possibility of trial and had every
7 intention of taking this case to trial on a representative basis if Defendants did not offer an appropriate
8 settlement.

9 16. Therefore, I believe that one-third (1/3) of the PAGA Gross Settlement Amount
10 (“PGSA”), \$83,333.33, plus \$8,000.00 for PAGA litigation costs, to be paid to Plaintiff’s counsel
11 Sirmabekian Law Firm PC, for attorney’s fees and costs incurred on the PAGA claims is fair and
12 reasonable.

13 **Reasonableness of Settlement:**

14 17. A presumption of fairness for a settlement agreement exists where: (1) the settlement
15 is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
16 counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
17 percentage of objectors is small. (*See Dunk v. Ford Motor Co.* (1996) 48 Ca. App.4th 1794, 1802.)
18 The final factor does not apply to PAGA. (*See Arias v. Superior Court* (2009) 46 Cal.4th 969, 984
19 [representative actions under PAGA do not violate the due process rights of “nonparty aggrieved
20 employees who are not given notice of, and an opportunity to be heard”].)

21 18. Here, after investigation and informal discovery exchanged in this case prior to
22 settlement, Plaintiff determined that the PAGA remedies constitute only a nominal portion of
23 Plaintiff’s alleged causes of action and damages. The settlement agreement was entered into after
24 extensive arm’s-length negotiations, with the help and recommendation of esteemed employment law
25 mediator with significant PAGA claim experience, Hon. Judge Peter D. Lichtman, Esq. of Signature
26 Resolution. In preparation for mediation, Plaintiff and Defendants both analyzed company records,
27 including time, pay and personnel records. All counsel are experienced labor and employment
28 attorneys.

1 19. There were only approximately 154 putative Aggrieved Employees who worked a total
2 2,050 of PAGA Pay Periods in the PAGA class. The release for those employees will be limited only
3 to claims for PAGA penalties. Those employees will not relinquish any other individual claims they
4 may have. Plaintiff is mindful of the risks involved with pursuing claims against Defendants, the
5 economic future of whom is uncertain. Plaintiff, the LWDA, and the aggrieved employees gain much
6 value from settling these PAGA claims at \$250,000.00 for 154 employees, which will result in above
7 average distributions to each of them.

8 20. Finally, the Court should not place undue emphasis on the amount of the PAGA
9 allocation since PAGA does not require this focus. Some of the top enforcement proprieties of the
10 LWDA are “to vigorously enforce minimum labor standards in order to ensure employees are not
11 required or permitted to work under substandard unlawful conditions...” and “to protect employers
12 who comply with the law from those who attempt to gain a competitive advantage at the expense of
13 their workers by failing to comply with minimum labor standards.” *Lab. Code section 90.5(a)*. The
14 priorities include ensuring that overtime compensation is paid and that unlawful pay practices stop.
15 *See Lab. Code sections 1193.5 and 1194.5* [referenced in the enforcement proprieties set forth in Labor
16 Code section 90.5(b)].

17 21. Here, the settlement agreement furthers the LWDA’s enforcement of these priorities.
18 Hence, the PAGA settlement payment contributes to the enforcement of the Labor Code and should
19 therefore be approved. The Parties believe that the percentage of the settlement funds allocated to the
20 PAGA claims is a fair and reasonable, under the facts and circumstances of this case. Thus, the Parties
21 request that the Court approve the PAGA Settlement.

22
23 I declare under penalty of perjury under the laws of the State of California that the foregoing
24 is true and correct to the best of my personal knowledge.

25
26 Date: September 19, 2023


Sarkis Sirmabekian, Esq.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On the below-indicated date, I served the following document:

on the interested parties in said action by placing:

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Grigor Gregg Sirmabekhian

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Attorney for Defendants PRESTIGE PROTECTIVE SERVICES, INC., PRESTIGE ENTERPRISE SERVICE, INC., and SHENODA BERNABA

Labor and Workforce Development Agency
("LWDA")

Department of Industrial Relations
Attn. PAGA Administrator
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Labor and Workforce Development Agency: filed/served online at:
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>