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8 *Attorney for Plaintiff* LUIS P. SOLIS

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 LUIS P. SOLIS, an individual;

13 Plaintiff,

14 v.

15 S & F ELECTRIC an unknown business
16 entity; S & I CONSTRUCTION INC., an
17 unknown business entity; YACOV
18 SASSON, an individual; SHMUEL
19 FLIGELMAN, an individual; and DOES 1
20 through 20, inclusive;

21 Defendants.

Case Number: 23STCV09199

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

22 I, SARKIS SIRMABEKIAN, declare as follows:

23 1. I am an attorney at law duly licensed to practice law before the California State Courts
24 and the Central District of California. I am the attorney for Plaintiff LUIS P. SOLIS ("Plaintiff") in
25 the above-captioned matter.

26 2. I have been involved with this litigation since its inception and have personal
27 knowledge of all the matters set forth herein, and if called upon, I could and would testify to the
28 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

1 reaching the settlement with Defendants S & F ELECTRIC, S & I CONSTRUCTION INC., YACOV
2 SASSON and SHMUEL FLIGELMAN (“Defendants”) (“Settlement Agreement” or “Settlement”).

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

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

15 **Attorney’s Fees:**

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

24 8. Based on my pre-litigation and litigation representation in this case, my comprehensive
25 review of numerous pages of Defendants’ actual payroll records/policies, and in discussing and
26 analyzing during extensive negotiations, I believe the settlement reached is fair and equitable, and a
27 successful resolution for the LWDA and PAGA members.

28 9. I have spent 68.2 hours performing tasks on behalf of Plaintiff as of the filing of this

1 declaration. My work commenced with the pre-filing case analysis and research since retaining
2 Plaintiff in or around March 29, 2023, continued through Settlement in January 2024, and will continue
3 until the conclusion of this matter. My work has been necessary to successfully conclude this matter.
4 The hours include formal discovery and litigation. The hours to date do not include PAGA Approval
5 process or continuing to keep in contact with the Claims Administrator to ensure proper administration
6 of settlement checks.

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

12 11. I have been practicing law for over twelve (12) years and I have represented many
13 employees in employment-related disputes in the past. I started my own practice immediately after
14 being admitted to The State Bar of California in December 2011. I have prosecuted employment law
15 claims on behalf of Plaintiffs against many large and mid-sized private companies in employment-
16 related disputes, including complex matters such as PAGA and class actions.

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

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

23 14. I am a graduate of La Verne Law School and I obtained my undergraduate degree from
24 UCLA. I have never been charged with attorney misconduct or subjected to any disciplinary
25 proceedings in any court in which I have practiced. I entered private practice of law in 2011 in
26 California. I primarily handle employment law cases. I presently have over 80 active employment law
27 cases in litigation. 11 of those cases are wage and hour class actions in which I am lead counsel or co-
28 counsel.

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

6 16. Therefore, I believe that one-third (1/3) of the PAGA Gross Settlement Amount
7 (“PGSA”), \$6,666.66, plus \$1,000.00 for PAGA litigation costs, to be paid to Plaintiff’s counsel
8 Sirmabekian Law Firm PC, for attorney’s fees and costs incurred on the PAGA claims is fair and
9 reasonable.

10 **Reasonableness of Settlement:**

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

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

25 19. There were only approximately 16 putative Aggrieved Employees who worked a total
26 416 of PAGA Pay Periods in the PAGA class. The release for those employees will be limited only to
27 claims for PAGA penalties. Those employees will not relinquish any other individual claims they may
28 have. Plaintiff is mindful of the risks involved with pursuing claims against Defendants, the economic

1 future of whom is uncertain. Plaintiff, the LWDA, and the aggrieved employees gain much value from
2 settling these PAGA claims at \$20,000.00 for 16 employees, which will result in above average
3 distributions to each of them.

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

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

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct to the best of my personal knowledge.

21
22 Date: May 10, 2024



23 Sarkis Sirmabekian, Esq.

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

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

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

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

DECLARATION OF SARKIS SIRMABEKIAN IN SUPPORT OF PAGA STIPULATION

on the interested parties in said action by placing:

___X___ a true and correct copy,

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

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

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

EXECUTED: May 14, 2024

At Los Angeles, California

Grigor Gregg Sirmabekian

Grigor Gregg Sirmabekian

SERVICE LIST

Sheldon Rosenfield, Esq. Law Offices of Sheldon Rosenfield 16530 Ventura Boulevard, Suite 208 Encino, California 91436 Email: sheldon@lawsr.com Email: joscelyne@lawsr.com Email: apserritella@gmail.com <i>Attorneys for the Defendants</i>	Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612 <u>Filed Online:</u> https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html
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