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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER

STEVEN ALEX SCHOOL, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

VENQUEST INVESTMENTS &
PROPERTIES LLC, a California Limited
Liability Company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: S-CV-0050985

[Assigned for all purposes to Hon. Todd Irby,
Department 6]

**DECLARATION OF LILIT TUNYAN IN
SUPPORT OF JOINT APPLICATION AND
PROPOSED ORDER TO DISMISS PAGA
CLAIM AGAINST DEFENDANT
WITHOUT PREJUDICE**

Action Filed: August 7, 2023
Trial Date: Not Set

DECLARATION OF LILIT TUNYAN

I, Lilit Tunyan, declare as follows:

1. I am admitted, in good standing, to practice as an attorney in the State of California, the United States District Courts for the Central, Eastern, Southern and Northern Districts of California. I am a fully qualified, adult resident of the State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth herein. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true.

2. I am the founding partner at the law firm of Tunyan Law, APC. My business address is 535 N Brand Blvd. Suite 285, Glendale, California 91203 and my business telephone number is (323) 410-5050. I am counsel for Plaintiff STEVEN ALEX SCHOOL ("Plaintiff").

3. This Declaration is submitted in support of joint application to dismiss Plaintiff's alleged claim for civil penalties under the California Private Attorney General Act ("PAGA") against Defendant VENQUEST INVESTMENTS & PROPERTIES LLC ("Defendant") without prejudice.

4. This Declaration is filed pursuant to California Rules of Court, Rule 3.770, in support of the application for dismissal of PAGA claim without prejudice against Defendant.

5. On or about March 19, 2023, the Parties had a private mediation with mediator Steven Amundson during which Defendant provided financial reports evidencing that Defendant was not in a good financial condition. The Parties have entered into a settlement and release agreement for general release of Plaintiff's individual non-PAGA claims ("the Settlement Agreement") and agreed to dismiss PAGA claim without prejudice due to Defendant's financial condition. Pursuant to the Settlement Agreement the Parties agreed that Defendant shall pay settlement funds in nine installment payments during nine months starting from June 20, 2024 due to Defendant's financial condition. The Parties have also agreed and entered into a joint stipulation that this Court should retain jurisdiction of this action under Code of Civil Procedure section 664.6 to enforce the terms of the Settlement Agreement after dismissal of PAGA claim without prejudice until performance in full of the terms of the Settlement Agreement. Therefore, the Parties filed a joint application seeking dismissal of PAGA claim without prejudice but requesting to retain jurisdiction of this action under Code of Civil Procedure section 664.6 to enforce the

1 terms of the Settlement Agreement.

2 6. No consideration has been offered or received for dismissal of PAGA claim without
3 prejudice by Plaintiff. The Parties have not entered into any settlement agreement as to alleged
4 PAGA claim in this action and intend to dismiss PAGA claim without prejudice preserving the
5 Labor and Workforce Development Agency's and the aggrieved employees' right to pursue
6 PAGA action against Defendant in court. The Parties entered into an individual settlement and
7 release agreement for general release of Plaintiff's individual non-PAGA claims and the
8 settlement funds to be received by Plaintiff do not constitute PAGA penalties. Therefore, no
9 court approval of individual settlement is necessary.

10 7. No notice of the pendency of the action has been required to be provided to the PAGA
11 aggrieved employees. Therefore, under the first sentence within California Rules of Court, Rule 3.770(c),
12 notice of the dismissal does not need to be provided to the PAGA aggrieved employees. In addition, notice
13 to the PAGA aggrieved employees of the dismissal without prejudice is not required under the second
14 sentence within Rule 3.770(c) because this dismissal will not prejudice any aggrieved employee as they
15 preserve their right to pursue PAGA claim against Defendant. This request for dismissal does not impact
16 any aggrieved employee. It is also my opinion that this dismissal will not prejudice any aggrieved
17 employee because I have not been contacted by any other employee of Defendant other than Plaintiff
18 asking that I represent that person on claim against Defendant and I am unaware of any such individuals
19 who are foregoing filing their own claim in reliance on the pendency of this case.

20 8. The joint application and proposed order for dismissal has been provided to the LWDA
21 prior to its filing with this Court. Attached hereto as **Exhibit A** is proof of that submission, which I
22 performed.

23 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
24 true and correct.

25 Executed this 25th day of June 2024, at Glendale, California.

26 

27 _____
28 Lilit Tunyan, Declarant

Exhibit “A”

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **DECLARATION OF LILIT TUNYAN IN SUPPORT OF JOINT APPLICATION AND PROPOSED ORDER TO DISMISS PAGA CLAIM AGAINST DEFENDANT WITHOUT PREJUDICE** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Attorneys for Defendant Venquest Investments & Properties LLC

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on June 25, 2024 at Glendale, California.

Signature