

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Attorneys for Plaintiff STEVEN ALEX SCHOOL

Alan Gene Novodor (SBN 49681)
novodor@msn.com
LAW OFFICES OF ALAN G. NOVODOR
11835 Olympic Blvd Ste 1125E
Los Angeles, CA 90064-5001
Phone: 310-479-9387
Fax: 310-479-9388

Attorneys for Defendant VENQUEST INVESTMENTS & PROPERTIES LLC

**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]

**JOINT APPLICATION TO DISMISS PAGA
CLAIM AGAINST DEFENDANT WITHOUT
PREJUDICE**

*[Filed concurrently with Declaration of Lilit
Tunyan In Support of Joint Application to
Dismiss; [Proposed] Order]*

Complaint Filed: August 7, 2023
Trial: None Yet Set

1 TO THE COURT, TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:

2 Plaintiff STEVEN ALEX SCHOOL ("Plaintiff") and Defendant VENQUEST INVESTMENTS
3 & PROPERTIES LLC ("Defendant") (collectively, the "Parties"), hereby agree and jointly file this
4 application as to the following:

5 WHEREAS, on or about August 7, 2023, Plaintiff filed a complaint in this action seeking civil
6 penalties under the Labor Code Private Attorneys General Act of 2004, Labor Code §2698, et seq.
7 ("PAGA") against Defendant alleging various wage and hour violations.

8 WHEREAS, on or about November 1, 2023, Defendant filed an Answer.

9 WHEREAS, on or about March 19, 2023, the Parties had a private mediation with mediator
10 Steven Amundson during which Defendant provided financial reports evidencing that Defendant was
11 not in a good financial condition.

12 WHEREAS, the Parties have entered into a settlement and release agreement for general release
13 of Plaintiff's individual non-PAGA claims and agreed to dismiss PAGA claim without prejudice due
14 to Defendant's financial condition.

15 WHEREAS, the Parties have not entered into any settlement agreement as to PAGA claim
16 alleged in this action, and Plaintiff has not received any PAGA penalties or consideration for
17 dismissal of PAGA action.

18 WHEREAS, concurrently with this application Plaintiff's counsel filed a declaration with a proof
19 of submission of this application and proposed order seeking dismissal of PAGA claim without
20 prejudice to the Labor and Workforce Development Agency prior to filing this application.

21 WHEREAS, pursuant to the individual settlement and release agreement entered between the
22 Parties, the Parties agreed that Defendant shall pay individual settlement funds in nine installment
23 payments during nine months starting from June 20, 2024 due to Defendant's financial condition.

24 WHEREAS, the Parties have also agreed and entered into stipulation that this Court should retain
25 jurisdiction of this action under Code of Civil Procedure section 664.6 to enforce the terms of the
26 individual settlement and release agreement entered between the Parties until performance in full of
27 the terms of the individual and settlement release agreement.

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1 NOW, THEREFORE, THE PARTIES HEREBY JOINTLY FILE THIS APPLICATION,
2 AND RESPECTFULLY REQUEST THAT THE COURT ORDER, AS FOLLOWS:

- 3 1. Pursuant to California Rule of Court 3.770, the Parties jointly file this application for
4 dismissal of alleged claim for civil penalties under the California Private Attorney General
5 Act ("PAGA") against Defendant without prejudice.
- 6 2. Because the notice of the pendency of the action has not been required to be provided to the
7 PAGA aggrieved employees, the Parties request that the Court grant dismissal, without
8 prejudice, of Plaintiff's alleged PAGA claim without directing notice to PAGA aggrieved
9 employees. The requested dismissal will not prejudice them. California Rules of Court,
10 Rule 3.770(c).
- 11 3. This Court shall retain jurisdiction of this action under Code of Civil Procedure section
12 664.6 to enforce the terms of the individual settlement and release agreement entered
13 between the Parties until performance in full of the terms of the individual and settlement
14 release agreement.

15 The concurrently filed Declaration of Lilit Tunyan confirms the facts necessary to complete the
16 requested dismissal pursuant to California Rules of Court.

17 **Notice was provided to the Labor and Workforce Development Agency prior to the filing of**
18 **this Application.**

19 Respectfully submitted,

20 Dated: June 25, 2024

TUNYAN LAW, APC

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22
23 Lilit Tunyan
24 Attorneys for Plaintiff STEVEN ALEX SCHOOL

25 Dated: June 25, 2024

LAW OFFICES OF ALAN G. NOVODOR

26 By: 
27 Alan G. Novodor

28 Attorneys for Defendant VENQUEST
INVESTMENTS & PROPERTIES LLC

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I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285 Glendale, California 91203. On June 25, 2024, I served the foregoing document described as:

Alan Gene Novodor
novodor@msn.com
 Thomas Bishop
tbishop@novodorlaw.com
 Jessica Rangel
jessica@novodorlaw.com
Law Offices of Alan G. Novodor
 11835 Olympic Blvd Ste 1125E
 Los Angeles, CA 90064-5001
 Phone: 310-479-9387
 Fax: 310-479-9388

[✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

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.

Frank

Signature