

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

Seung Yang (SBN 249857)
seung.yang@thesentinel-firm.com
Tiffany Hyun (SBN 311743)
tiffany.hyun@thesentinel-firm.com
THE SENTINEL FIRM, APC
355 S. Grand Ave., Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

Attorneys for Plaintiff KIMBERLY M. WILHELM,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

KIMBERLY M. WILHELM, as an individual
and on behalf of all employees similarly situated,

Plaintiff,

v.

KEMPER SPORTS MANAGEMENT, LLC, a
Delaware Limited Liability Company; KEMPER
SPORTS MANAGEMENT HOLDINGS, LLC,
a Delaware Limited Liability Company, and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01376524-CU-OE-CXC

[Assigned for all purposes to Hon. Randall J.
Sherman, Dept. CX105]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**SUPPLEMENTAL DECLARATION OF
LILIT TUNYAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA REPRESENTATIVE ACTION
SETTLEMENT**

Reservation N: 74532524

Date: July 25, 2025

Time: 10 a.m.

Courtroom: Dept. CX105

Judge: Hon. Randall J. Sherman

Action Filed: January 30, 2024

Trial: Not Set

1 **SUPPLEMENTAL DECLARATION OF LILIT TUNYAN**

2 I, LILIT TUNYAN, declare as follows:

3 1. I am admitted, in good standing, to practice as an attorney in the State of California, the
4 United States District Courts for the Central, Eastern, Southern and Northern Districts of California. I am
5 the founding partner at the law firm of Tunyan Law, APC. I am a fully qualified, adult resident of the
6 State of California, and, if called as a witness herein, I would testify truthfully to the matters set forth
7 herein. All of the matters set forth herein are within my personal knowledge, except those matters that
8 are stated to be upon information and belief. As to such matters, I believe them to be true. I am one of
9 the attorneys of record for Plaintiff KIMBERLY M. WILHELM ("Plaintiff").

10 2. This Supplemental Declaration is submitted in support of Plaintiff's Motion for
11 Preliminary Approval of Class and PAGA Representative Action Settlement.

12 **CLASS PERIOD END DATE AND ESCALATOR CLAUSE**

13 3. According to Paragraph 26 (d) of the Settlement Agreement Defendants represent that the
14 number of workweeks worked in the Class Period for those Class Members was approximately 108,218
15 as of January 18, 2025. If it is later determined that, the number of Covered Workweeks in the Class
16 Period is more than 10% greater than the estimated number of workweeks as of January 18, 2025 (there
17 are 119,040 or more Covered Workweeks), Defendants can either have the Gross Settlement Amount
18 increased by 1% for each percent over the 10% threshold that the actual number of Covered Workweeks
19 exceed the estimated number of workweeks (if the number of workweeks increases by 11%, the Gross
20 Settlement will increase 1%), or have the Class Period end on the date that the estimated number of
21 Covered Workweeks exceed 10% threshold (the "Escalator Clause"). In the Paragraph 3 of the
22 Settlement Agreement the Class Period is defined as the period from January 30, 2020 through the date
23 the Court grants preliminary approval of this settlement or April 18, 2025, whichever is earlier. The
24 Escalator Clause has not been triggered as the total number of Covered Workweeks worked by the Class
25 Members as of April 18, 2025 is 113,553. See Supplemental Declaration of Garvin Brown, ¶4. Since
26 April 18, 2025 is earlier than the scheduled preliminary approval motion hearing date, and the Escalator
27 Clause has not been triggered as of April 18, 2025, the Class Period ends on April 18, 2025.
28

ESTIMATED SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PAGA
EMPLOYEES

4. After deducting Class Counsel's attorneys' fees and costs, Service Payment to Plaintiff, administration costs, and the payment to the LWDA, the remainder will be used to pay Settlement Class Payments to Class Members who do not opt out and PAGA Settlement Payments to PAGA Employees. For the Settlement Class Payments, each Class Member will receive a share based on the number of workweeks each Class Member worked for Defendants within the Class Period. For PAGA individual settlement payment PAGA Employees will receive a share based on the number of pay periods each PAGA Employee worked for Defendants during the PAGA Period. The Net Settlement Amount is estimated to be at least **\$874,050.00 including** \$25,000.00 as the aggrieved employees' share of PAGA allocation. The estimated number of workweeks as of April 18, 2025 is 113,553. Based on the estimate provided by Defendants the lowest number of workweeks worked by class members is 1 workweek while the highest number of workweeks worked by class member is 273 workweeks. Therefore, the estimate of the lowest individual class payment is \$7.48, and the highest individual class settlement payment is \$2,041.26, and the estimated average individual class payment is \$687.49. See Supplemental Declaration of Garvin Brown, ¶5. The amount to be designated as PAGA Penalties is **\$100,000.00**, which will be distributed as 75% (\$75,000.00) to the LWDA and 25% (\$25,000.00) to the Aggrieved Employees. The Aggrieved Employees group consists of 1,014 employees. It is estimated that there are approximately 31,754 pay periods during the PAGA period. Based on information provided by Defendants the lowest number of pay periods worked by PAGA employees during the PAGA Period is 1 pay period while the highest number of pay periods worked by PAGA employees during the PAGA Period is 58 pay periods. The total PAGA portion of the Settlement Amount for PAGA Employees is \$25,000.00. Therefore, the estimated lowest individual PAGA payment is \$0.79, and the estimated highest individual PAGA settlement payment is \$45.66 and the estimated average individual PAGA payment is \$24.65. See Supplemental Declaration of Garvin Brown, ¶6.

5. The estimate of the individual class and PAGA settlement share Plaintiff will receive in addition to Service Payment for representing class and PAGA employees in this action is \$1,528.49 for 202 Workweeks and 23 PAGA pay periods. See Supplemental Declaration of Garvin Brown, ¶6.

EXHIBITS

6. Attached hereto as **Exhibit “1”** is a Proof of Service of this Supplemental Declaration and Supplemental Declaration of Garvin Brown on behalf of the administrator ILYM Group, Inc. to the Department of Industrial Relations, through its online submission portal.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 13th day of June 2025, at Glendale, California.



LILIT TUNYAN, “Declarant”

Exhibit “A”

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the documents described as: **1. SUPPLEMENTAL
9 DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR
10 PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION
11 SETTLEMENT; 2. SUPPLEMENTAL DECLARATION OF GARVIN BROWN ON
12 BEHALF OF ILYM GROUP, INC. (PROPOSED SETTLEMENT ADMINISTRATOR)** on
13 the interested parties in this action by sending a true copy thereof to interested parties as follows
14 and as stated on the attached service list:

15 Labor & Workforce Development Agency
16 Attn. PAGA Administrator
17 1515 Clay Street, Ste. 801
18 Oakland, CA 94612
19 PAGAFilings@dir.ca.gov

20 [✓] **BY ONLINE SUBMISSION:** I hereby certify that these documents were served from
21 Glendale, California, by online submission to Labor & Workforce Development Agency
22 portal using the link <https://dir.tfaforms.net/315>.

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

25 Executed on June 13, 2025 at Glendale, California.

26
27
28

Lilit Tunyan
Name



Signature

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 355 S. Grand Ave., Suite 1450
7 Los Angeles, CA 90071.

8 On the date indicated below, I served the document described as: **SUPPLEMENTAL**
9 **DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR**
10 **PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION**
11 **SETTLEMENT** on the interested parties in this action by sending a true copy thereof to
12 interested parties as follows and as stated on the attached service list:

13 **SEYFARTH SHAW LLP**

14 Michael J. Burns

15 mburns@seyfarth.com

16 Andrew M. McNaught

17 amcnaught@seyfarth.com

18 560 Mission Street, 31st Floor

19 San Francisco, California 94105

20 Telephone:(415) 397-2823

21 Facsimile:(415) 397-8549

22 **SEYFARTH SHAW LLP**

23 Laura E. Heyne

24 lheyne@seyfarth.com

25 2029 Century Park East, Suite 3500

26 Los Angeles, CA 90067-3021

27 Telephone: (310) 277-7200

28 Facsimile: (310) 201-5219

Attorneys for Defendants KEMPER SPORTS MANAGEMENT, LLC, KEMPER SPORTS
MANAGEMENT HOLDINGS, LLC

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

23 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
24 service, I caused the documents to be sent to the persons at the electronic service addresses
25 listed above via electronic mail. I did not receive an error message.

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

28 Executed on June 13, 2025 at Los Angeles, California.

Karen Arellano

Name

Signature