

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 JAVIER HERNANDEZ,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JAVIER HERNANDEZ, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

PRECISE AEROSPACE
MANUFACTURING, INC., a California
Corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: 30-2024-01400056-CU-OE-CXC

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

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**SUPPLEMENTAL DECLARATION OF
GARVIN BROWN ON BEHALF OF ILYM
GROUP, INC. (PROPOSED SETTLEMENT
ADMINISTRATOR)**

Action Filed: May 15, 2024
Trial: Not Set

DECLARATION OF GARVIN BROWN

I, Garvin Brown, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Javier Hernandez v. Precise Aerospace Manufacturing, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Workweeks worked by Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel Fees and Litigation Costs, the Class Representative Service Payment, Claims Administration Fees to ILYM Group, and the PAGA allocation.

Gross Settlement Amount	\$225,000.00
Attorney's Fees	\$75,000.00
Attorney's Costs	\$20,000.00
Service Payment	\$7,500.00
ILYM Group Fees	\$5,550.00
LWDA	\$15,000.00
Net Settlement Amount	\$101,950.00
PAGA Allocation to PAGA Employees	\$5,000.00
Class Allocation	\$96,950.00

1 4. The total number of Covered Work Weeks worked by the Participating Class
2 Members during the Class Period is 4,254. The Escalator Clause of the Settlement Agreement
3 indicates that Defendant estimates that the number of Covered Workweeks worked in the Class
4 Period for those Class Members was approximately 3,889 as of that date. The Escalator Clause
5 also indicates that if it is later determined that, the number of Covered Workweeks in the Class
6 Period is more than 10% greater than the estimated number of workweeks as of February 26,
7 2025, i.e. exceeds 4,278 workweeks, at Defendant's sole election, Defendant can either: (1)
8 have the Gross Settlement Amount increased proportionally by the Covered Workweeks
9 actually worked in the Class Period in excess of 4,278 Covered Workweeks by a pro-rata dollar
10 value equal to the number of Covered Workweeks in excess of 4,278 Covered Workweeks (For
11 example, if there is a 1% increase over 10% then the Gross Settlement Amount increases by
12 1%); or (2) the Class Period shall end on the date the number of Covered Workweeks reaches
13 4,278. In the Settlement Agreement the Class Period is defined as the period from May 15, 2020
14 through the date the Court grants preliminary approval of this settlement or May 26, 2025,
15 whichever is earlier. As of the date of this declaration, the Escalator Clause has not been
16 triggered. Since May 26, 2025 is earlier than the scheduled preliminary approval motion hearing
17 date, and the Escalator Clause has not been triggered as of May 26, 2025, the Class Period ends
18 on May 26, 2025.

19 5. To determine a Participating Class Member's individual settlement payment, the
20 distribution shall be divided among all Class Members on a pro rata basis, based on the ratio of
21 the Covered Workweeks worked by each Class Member during the Class Period, to the total
22 number of Covered Workweeks worked by all Class Members during the Class Period. Based
23 on these calculations, the Participating Class Members will receive an estimated average gross
24 class individual settlement payment of \$1,127.33, with the estimated highest gross class
25 individual settlement payment being \$5,857.11, and the estimated lowest gross class individual
26 settlement payment being \$22.79.

27 6. The PAGA payment shares to the PAGA Employees will be calculated based on
28 the PAGA Employee's number of Pay Periods worked during the PAGA Period. The total

1 number of PAGA pay periods worked by all PAGA Employees during the PAGA period is
2 1,071. The distribution will be divided among all PAGA Employees on a pro rata basis, based
3 on the ratio of the PAGA Pay Periods worked by each PAGA Employee during the PAGA
4 Period, to the total number of PAGA Pay Periods worked by all PAGA Employees during the
5 PAGA Period. Based on these calculations, the PAGA Employees, will receive an estimated
6 average PAGA individual settlement payment of \$125.00, with the estimated highest PAGA
7 individual settlement payment being \$252.10, and the estimated lowest PAGA individual
8 settlement payment being \$4.67. Plaintiff's anticipated individual settlement payment is
9 \$1,037.11 for 41 Workweeks and 22 PAGA pay periods, which is in addition to his Service
10 Payment.

11 7. ILYM Group's total fees and costs for services in connection with the
12 administration of this Settlement, which includes fees and costs incurred to-date, as well as
13 anticipated fees and costs for completion of the settlement administration, are \$5,550.00. ILYM
14 Group's work in connection with this matter will continue with the calculation of the settlement
15 award payments, issuance and mailing of the settlement award checks, the necessary tax filing
16 and reporting on such payments, and any other tasks that the Parties mutually agree to and/or
17 the Court orders ILYM Group to perform.

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21 I declare under penalty of perjury under the laws of the State of California and the United
22 States that the foregoing is true and correct to the best of my knowledge and that this Declaration
23 was executed this 11th day of June 2025, at Tustin, California.

24
25 
26 GARVIN BROWN
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA)

) ss

COUNTY OF LOS ANGELES)

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 12, 2025, I served the foregoing document described as:

On the date indicated below, I served the document described as: **SUPPLEMENTAL DECLARATION OF GARVIN BROWN ON BEHALF OF ILYM GROUP, INC. (PROPOSED SETTLEMENT ADMINISTRATOR)** 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:

John T. Egley

jegley@calljensen.com

Madeleine K. Lee

mlee@calljensen.com

Catherine Miller

cmiller@calljensen.com

Connie Valles

cvalles@calljensen.com

Julie Sandoval

jsandoval@calljensen.com

Ellen Cohen

ecohen@calljensen.com

CALL & JENSEN

A Professional Corporation

610 Newport Center Drive, Suite 700

Newport Beach, CA 92660

Tel: (949) 717-3000

Attorneys for Defendant PRECISE AEROSPACE MANUFACTURING, INC.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, 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.

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

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

Executed on June 12, 2025, at Los Angeles, California.

Natalia Zevallos

Name

Signature

