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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. David A.
Hoffer, Department CX103]

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: 74544108

Date: August 8, 2025

Time: 10 a.m.

Courtroom: Dept. CX105

Judge: Hon. Randall J. Sherman

Action Filed: May 15, 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 JAVIER HERNANDEZ ("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 Defendant estimates that the
14 number of Covered Workweeks worked in the Class Period for those Class Members was approximately
15 3,889 as of that date. The same paragraph of the Settlement Agreement also indicates that if it is later
16 determined that, the number of Covered Workweeks in the Class Period is more than 10% greater than
17 the estimated number of workweeks as of February 26, 2025, i.e. exceeds 4,278 workweeks, at
18 Defendant's sole election, Defendant can either: (1) have the Gross Settlement Amount increased
19 proportionally by the Covered Workweeks actually worked in the Class Period in excess of 4,278
20 Covered Workweeks by a pro-rata dollar value equal to the number of Covered Workweeks in excess of
21 4,278 Covered Workweeks ; or (2) the Class Period shall end on the date the number of Covered
22 Workweeks reaches 4,278 ("Escalator Clause"). In the Paragraph 3 of the Settlement Agreement the
23 Class Period is defined as the period from May 15, 2020 through the date the Court grants preliminary
24 approval of this settlement or May 26, 2025, whichever is earlier. The Escalator Clause has not been
25 triggered as the total number of Covered Workweeks worked by the Class Members as of May 26, 2025
26 is 4,254. See Supplemental Declaration of Garvin Brown, ¶4. Since May 26, 2025 is earlier than the
27 scheduled preliminary approval motion hearing date, and the Escalator Clause has not been triggered as
28 of May 26, 2025, the Class Period ends on May 26, 2025.

ESTIMATED SETTLEMENT PAYMENTS TO CLASS MEMBERS AND PLAINTIFF

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 Defendant 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 Defendant during the PAGA Period. The Net Settlement Amount is estimated to be at least **\$101,9500.00** including \$5,000.00 as the PAGA Employees' share of PAGA allocation, resulting in an average net payment per Class Member of at least **\$1, 127.33**. The estimated number of workweeks during the Class Period ending on May 26, 2025 is 4,254. Based on the data provided by Defendant and verified by the Settlement Administrator the estimate of the lowest individual class payment is **\$22.79**, and the highest individual class settlement payment is **\$5,857.11**. See Supplemental Declaration of Garvin Brown, ¶5. The amount to be designated as PAGA Penalties is **\$20,000.00**, which will be distributed as 75% (\$15,000.00) to the LWDA and 25% (\$5,000.00) to PAGA Employees. It is estimated that there are approximately 1,071 pay periods during the PAGA period ending on May 26, 2025. The total PAGA portion of the Settlement Amount for PAGA Employees is \$5,000.00. Based on information provided by Defendant and verified by the Settlement Administrator the estimated lowest individual PAGA settlement payment is **\$4.67**, the estimated highest individual PAGA settlement payment is **\$252.10**, and the estimated average individual PAGA settlement payment is **\$125.00**. See Supplemental Declaration of Garvin Brown, ¶6.

5. The estimate of the individual class and PAGA settlement share Plaintiff Javier Hernandez will receive in addition to Service Payment for representing class and PAGA employees in this action is \$1,037.11 for 41 Workweeks and 22 PAGA pay periods. See Supplemental Declaration of Garvin Brown, ¶6. Considering the significant amount of individual class settlement payments including the highest individual settlement payment of **\$5,857.11** as well the work performed by Plaintiff as a class representative, the risks undertaken by Plaintiff and general release of all claims beyond wage-and-hour claims released in this action which other Class Members did not release and waiver of Section 1542 of

1 the California Civil Code that he provides, Plaintiff's Service Payment of \$7,500 is reasonable.

2 EXHIBITS

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

6
7 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
8 true and correct. Executed this 12th day of June 2025, at Glendale, California.

9
10 

11 _____
LILIT TUNYAN, "Declarant"

Exhibit “1”

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 12, 2025 at Glendale, California.

26
27
28

Lilit Tunyan
Name


Signature

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **SUPPLEMENTAL DECLARATION OF LILIT TUNYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** 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: