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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN**

JAIME ESTRADA, on behalf of himself and all
others similarly situated, and the general public,

Plaintiffs,

v.

SPEARS MANUFACTURING CO., a Nevada
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0009772

[Assigned for all purposes to the Hon. Jayne
Lee, Dept. 10C]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**DECLARATION OF LILIT TUNYAN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS AND
PAGA REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed concurrently with Notice of Motion
and Motion; Memorandum of Points and
Authorities; Declarations of Jaime Estrada,
Maria Martinez, Jovanni Casillas and
Manual Apolinar; and [Proposed] Order
Granting Plaintiff's Motion for Final
Approval]*

Date: December 11, 2025
Time: 9:00 a.m.
Dept.: 10C

Complaint Filed: September 13, 2023
FAC Filed: October 2, 2024
SAC Filed: April 2, 2025
Trial Date: None Set

I, LILIT TUNYAN, declare as follows:

2. This Declaration is submitted in support of Plaintiffs' Motion for Final Approval of Class and PAGA Representative Action Settlement.

3. I am a founding partner of Tunyan Law, APC and has been engaged in the practice of employment and labor law for almost six years focusing exclusively on plaintiffs' employment law and wage-and-hour class actions and more than twenty-six years in practice of law in general. I have handled hundreds of wage-related class and PAGA actions.

5. I received my Juris Doctorate from the State Yerevan University and my LL.M. from University of Minnesota Law School. Prior to moving to California and starting to practice law in California I practiced law in Armenia for about twenty years as a licensed attorney. I have been general counsel and head of legal department for big telecommunication and financial corporations in Armenia for the last 12 years prior to moving to California. I managed corporate legal department and corporate

1 legal and regulatory affairs and handled complex litigation matters as well as complex transactions for
2 many years.

3 6. I am a current member of the California Employment Lawyers Association (CELA). I
4 have been an active member of the State Bar of California in good standing.

5 7. I am experienced in prosecuting employment matters, particularly class actions, and I focused
6 a substantial percentage of my practice on wage, hour, and working conditions violations. In addition to
7 the present case, I represented Plaintiffs and the class members and have extensively worked on many
8 wage-and-hour class cases and have been appointed as class or PAGA counsel along with other counsel
9 and co-counsel for wage-and-hour class action lawsuits in various counties throughout California such as:

10 *Guzman v. Core Environmental Solutions*, Case N 24STCV03593, Los Angeles Superior Court;
11 *Hernandez v. Precise Aerospace Manufacturing, Inc.*, Case N 30-2024-01400056-CU-OE-CXC, Orange
12 County Superior Court; *Sykes v. Macy's Retail Holdings, dba Macy's, et al.*, Case 24STCV09543, Los
13 Angeles County Superior Court; *Wilhelm v. Kemper Sports Management LLC, et al.*, Case N 30-2024-
14 01376524-CU-OE-CXC, Orange County Superior Court; *Rodriguez v. TC California Hospitality LLC*,
15 Case N 37-2024-00010785-CU-OE-CTL, San Diego Superior Court; *Ramirez v. Landscapes Unlimited*,
16 *LLC*, Case N 24STCV12695, Los Angeles Superior Court; *Deza v. Euro Snack, Inc.*, Case N S-CV-
17 0052505, Placer County Superior Court; *Santoyo v. A P R Consulting, Inc., et al.*, Case N
18 24STCV04117, Los Angeles Superior Court; *Segovia v. Shelter Island, Inc.*, Case N 37-2024-00005168-
19 CU-OE-CTL, San Diego Superior Court; *Rodriguez v. TFC Manufacturing, Inc.*, Los Angeles Superior
20 Court, Case N 24STCV02351; *Garcia v. C&R Restaurant Group, L.P.*, Los Angeles Superior Court,
21 Case N 23STCV19037; *Powers v. Mario's Place Inc.*, Riverside County Superior Court, Case N
22 CVRI2301652; *Camposeco v. Smarte Carte, Inc.*, Los Angeles Superior Court, Case N 23STCV07897;
23 *Rodriguez, et al. v. Roy Miller Painting, Inc.*, Orange County Superior Court, Case N 30-2023-
24 01314830-CU-OE-CXC; *Bazan v. Casa Martin, LLC, et al.*, Los Angeles Superior Court, Case N
25 23STCV04670; *Empy v. 24 Windward Ave LLC*, Los Angeles County Superior Court, Case N
26 23STCV18608; *De Martinez v. Facility Services Partners, Inc.*, Riverside County Superior Court, Case
27 N CVRI2304625; *Hernandez v. Caliber Aerospace, LLC, et al.*, Los Angeles Superior Court, Case N
28 23STCV20323; *Mejia v. KF Casitas, LLC*, Los Angeles Superior Court, Case N 23STCV06090; *Athey*

1 v. *Walker Evans Enterprises*, Riverside County Superior Court, Case N CVRI2301534; *White v. SGB*
2 *Ventures, LLC*, Tulare County Superior Court, Case N VCU296946; *Viveros v. D and T Restaurants,*
3 *Inc., at al.*, Los Angeles Superior Court, Case N 23STCV10019; *Rocke v. Pink Chicku LLC*, Santa Clara
4 County Superior Court, Case N23CV41357, *Galvan v. Western Sky Dairy, LLC*, Kern County Superior
5 Court, Case N BCV-23-100992; *Oregel v. Diablo Range Framing, Inc.*, Contra Costa County Superior
6 Court, Case N C23-00697; *Gonzalez v. RV Retailer San Diego, LLC, et al.*, Riverside County Superior
7 Court, Case N CVRI2301403; *Evans, et al. v. Downtown Women's Center*, Los Angeles County
8 Superior Court, Case N 22STCV06578 (class certification motion granted in part); *Sanchez v.*
9 *Anodizing Industries, Inc.*, Los Angeles County Superior Court, Case N 21STCV30722; *Godoy v.*
10 *Intertrade Industries, LTD*, Orange County Superior Court, Case No. 30-2020-01151921-CU-OE-CXC;
11 *Fuentes v. Actron Manufacturing Inc.*, Los Angeles Superior Court, Case N 20STCV31099; *Gonzalez v.*
12 *Community Health Systems, Inc.*, San Bernardino County Superior Court, Case N CIVDS2015678;
13 *Rodriguez v. Progress Lighting, Inc. et al.*, San Bernardino County Superior Court, Case N
14 CIVDS2023894; *Castillo v. Gibson Overseas, Inc.*, San Bernardino Superior Court, Case N
15 CIVDS2022537; *Mumphrey v. People's Care Northern California, Inc. et al.*, San Joaquin County
16 Superior Court, Case N STK-CV-UOE-2019-0016397; *Ochoa v. Orlando Spring Corp*, Los Angeles
17 Superior Court, Case N 20STCV343129; *Findley v. USC, et al.*, Los Angeles Superior Court, Case
18 N 20STCV47290; *Maldonado v. Techmer PM, LLC*, Los Angeles Superior Court, Case N
19 20STCV21918; *Huerta v. IRS*, Los Angeles Superior Court, Case N 20STCV09163; *Mata v.*
20 *Marukai Corporation*; Los Angeles Superior Court, Case N 20STCV00959; *Tapia v. Home &Body*;
21 Orange County Superior Court, Case N 30-2020-01155185-CU-OE-CXC; *Ruvalcaba v. Quinn*
22 *Group, Inc.*, Los Angeles Superior Court, Case N 20STCV41323; *Bravo v. FIDM*, Los Angeles
23 Superior Court, Case N 19STCV25338; *Lomeli v. Plaskolite et al.*, Los Angeles Superior Court,
24 Case N 21STCV14611; *Alcantar v. Classic Salads LLC*, Santa Cruz County Superior Court, Case N
25 21CV002309; *Casas v. Freedom Solar Services, et al.*, Los Angeles Superior Court, Case N
26 21STCV20233; *Serrano v. Barstow Community Hospital*, San Bernardino Superior Court, Case N
27 CIVDS2006967; *Lopez v. Fairway Staffing Services, et al.*, Los Angeles Superior Court, Case N
28 21STCV26640; *Linden v. Marugame Udon USA, LLC*, Los Angeles Superior Court, Case No.

20STCV00728; *Salter v. U.S. Reports*, et al., Los Angeles Superior Court, Case N 19STCV30384; *Perez v. Torn & Glasser, Inc.*, Los Angeles Superior Court, Case N 21STCV43614; *Gomez v. Arya Ice Cream Distributing Co., Inc.*, Los Angeles Superior Court, Case N 21STCV31170; *Herrera v. Coastal Construction & Lumber*, Santa Cruz County Superior Court, Case N 22CV394683; *Garcia v. San Jose Water Company*, Santa Clara County Superior Court, Case No. 22CV396328; *Ramirez v. Partners Personnel Management Services LLC*, Los Angeles Superior Court, Case N 21STCV31253; *Ramirez v. Merrill Gardens LLC*, Eastern District Court of California, Case N1:22-cv-00542-DAD-SAB; *Garcia v. Tri-Valley Plastering, Inc.*, Fresno County Superior Court, Case N 22CECG00591; *Garcia v. South Valley Companies, Inc.*, Kern County Superior Court, Case N BCV-22-100465; *Morales v. Wiseguys Custom Home Theater, LLC*, San Diego Superior Court, Case N37-2019-00070151-CU-OE-CTL.

8. Artur Tunyan is another partner and attorney at Tunyan Law, APC. He received his Juris Doctorate from the State Yerevan University and his LL.M. from the American University of Armenia and University of Illinois Chicago, School of Law. Prior to moving to California and starting to practice law in California he practiced law in Armenia for about twenty-five years. He oversaw international donor-funded projects for the judiciary and managed public-private partnership initiatives in sectors such as energy, banking, finance, and aviation. He managed complex transactions and litigation matters for many years.

9. My current contingent billing rate is consistent with my practice area, legal market and accepted hourly rates considering also that I practiced law in another country for additional 20 years which brings a total of almost 25 years of experience practicing law. The 2024-2025 Adjusted Laffey Matrix states that an attorney with 4 to 7 years experience can reasonably charge \$581 per hour. See <http://www.laffeymatrix.com/see.html>.

REASONABLENESS OF THE REQUESTED FEE AWARD

10. When this case was taken on a contingent fee basis, with the firm agreeing to assume responsibility for litigation costs, the ultimate result was far from certain. In the course of this litigation, Tunyan Law, APC, paid filing fees, Westlaw fees, copy charges and mailing, telephone and mail charges. There was never a guarantee that Tunyan Law, APC, would recoup those expenditures. The

1 firm took on this case, which necessarily required the firm to forego other opportunities, given finite
2 resources to devote to cases.

3 11. Because of the uncertainty of the outcome in this and other wage and hour litigation
4 undertaken by Tunyan Law, APC, we took this case with the expectation that a risk enhancement, either
5 in the form of a lodestar multiplier or a percentage of the fund award equivalent thereto, would be
6 available if we prevailed. This expectation stems from the fact that many cases we undertake as putative
7 class actions do not resolve successfully.

8 12. Class Counsel's experience in employment class actions was integral in evaluating the
9 strengths and weaknesses of the case against Defendants and the reasonableness of the settlement.
10 Practice in the narrow fields of wage and hour litigation requires skill and knowledge concerning the
11 rapidly evolving substantive law (state and federal), as well as the procedural law of class action
12 litigation.

13 13. In the past six years, I have settled many wage-and-hour class actions. Just as the Court
14 in *Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, n.11 (2008) observed, it has been my experience,
15 that attorney fee awards of one-third of a common settlement fund are the rule, rather than the
16 exception. Here, Class Counsel agrees that they will seek no more than one third of the settlement
17 amount in fees. This is consistent with common practice, consistent with Ninth Circuit practice,
18 consistent with California law approving the percentage of the fund method to award fees from a
19 common fund, *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016), and not inappropriate in
20 light of the many hours expended by attorneys and paralegals performing work for Plaintiffs before and
21 after the filing of this matter. That work includes:

- 22 (a) Numerous interviews with Plaintiffs, class members and review of documents
23 provided by Plaintiffs;
- 24 (b) Investigation of the matter and exploring the corporate structure of Defendants;
- 25 (c) Legal research re claims in this Action;
- 26 (d) Legal research and investigation regarding the Defendants' practices at numerous
27 points in the litigation;

28 ///

- (e) Preparation of multiple drafts of the original complaint and finalization and filing of the original complaint;
- (f) Preparation and filing of First Amended Complaint;
- (g) Preparation and filing of Amendment to Complaint;
- (h) Extensive “meet and confer” efforts with Defendants’ counsel regarding obtaining relevant documents and information through informal discovery and selecting a mediator and mediation date;
- (i) Attending court hearings;
- (j) Drafting the LWDA Notice letter;
- (k) Drafting joint statements and joint stipulations;
- (l) Review of payroll and time data;
- (m) Preparing and review of the mediation brief;
- (n) Attending mediation;
- (o) Communicating with Plaintiffs who requested updates or other information regarding this matter;
- (p) Drafting, negotiating, and reviewing multiple drafts of the Settlement Agreement and attachments;
- (q) Review of the motion for preliminary approval;
- (r) Communicate with class members after mailing class notice;
- (s) Review of the motion for final approval.

14. The actual lodestar incurred by Tunyan Law, APC is approximately **\$72,790.00** to date.

The breakdown of work by attorney is as follows:

Attorney	Time	Rate	Total
Lilit Tunyan	118.9	\$600	\$71,340.00
Artur Tunyan	2.9	\$500	\$1,450.00
	121.8	Total:	\$72,790.00

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15. The Agreement also provides for the award of actual costs. The actual, out-of-pocket costs incurred by Tunyan Law, APC in taking on representation in this matter on a contingency basis in Los Angeles Superior Court prior and after consolidation of two cases in San Joaquin County Superior Court are currently **\$3,209.4**, including future status report, application for dismissal filing and Case Anywhere fees, as set forth in **Exhibit “1.”**

THE CONTRIBUTION OF PLAINTIFFS AND THE REASONABLENESS OF THE REQUESTED
SERVICE AWARD

16. Here, Plaintiffs seek a Service Award of \$5,000.00 for each named Plaintiff. This amount is very reasonable given the risks undertaken by Plaintiffs for involvement in the Action. Taking the risk of filing a lawsuit against an employer deserves recognition, especially in light of the settlement achieved by Plaintiffs. Additionally, Plaintiffs were actively involved in the litigation, discovery, mediation and settlement negotiations of this Action, expending considerable effort in advancing the interests of the Class. Plaintiffs provided information to counsel before the filing of this matter; actively assisted with informal discovery and settlement process (which included conferring with counsel prior to mediation, during the mediation and after the mediation); and, regularly conferred with counsel regarding the case whenever questions arose. I estimate that Plaintiffs contributed dozens of hours of time to the prosecution of this matter. Plaintiffs' declarations also confirm that Plaintiffs were active participants in the filing and settlement of this case. The enhancement also recognizes the considerable risks Plaintiffs undertook on behalf of the Class as well as the personal risk of facing intrusive discovery and potential disclosure to future employers that Plaintiffs sued a former employer, making future employment prospects uncertain and that Plaintiffs releases claims beyond wage-and-hour claims released by Class Members.

THE THIRD-PARTY ADMINISTRATOR

17. The parties have agreed that administration will be handled by a third-party administrator. In counsel's experience as class counsel in similar wage-and-hour actions with a similar number of employees, Phoenix Settlement Administration Solutions is fully capable of administering the settlement at a competitive and reasonable cost and should be approved by the Court to administer the settlement notice process. Phoenix Settlement Administration Solutions was selected because it submitted a low bid

1 in the amount of **\$15,000.00** for administration services. Phoenix Settlement Administration Solutions
2 has also provided a declaration confirming its experience and its implementation of measures designed to
3 protect Class Member data and Class Settlement funds. Me and our firm do not have any conflicts of
4 interest with the selected administrator.

5
6 I declare under penalty of perjury, under the laws of the State of California, that the foregoing is
7 true and correct. Executed this day of November 2025, at Glendale, California.

8
9
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11 _____
LILIT TUNYAN, "Declarant"

EXHIBIT 1

Date	Description	Rate (\$)
1/30/24	PAGA letter mailing fees	5.32
1/31/24	LWDA PAGA letter submission fee	75
1/30/24	Complaint court filing and complex fee	1481.72
2/2/24	Peremptory challenge filing OneLegal fee	92.66
2/8/24	Amended PAGA letter mailing fees	8.97
2/13/24	First Amended Complaint court filing fee	7.26
2/27/24	Process service fee for Complaint service to Defendant	144.13
2/27/24	Notice of ISC and POS court filing fee	7.26
5/22/24	ISC statement court fiing and jury posting fees	161.39
6/13/24	Joint stipulation for leave to file SAC court filing fee	27.81
6/17/24	Second Amended Complaint court filing fee	7.26
8/8/24	Case Anywhere fee	153.48
12/11/24	Case Anywhere fee	147
3/5/25	Case Anywhere fee	147
4/8/25	CaseAnywhere fee	49
5/6/25	CaseAnywhere fee	49
6/16/25	CaseAnywhere fee	49
6/27/25	Case Anywhere fee	49
7/14/25	Joint stipulation and order court filing fee	32.31
8/10/25	CaseAnywhere	49
9/3/25	CaseAnywhere	61
10/2/25	CaseAnywhere	49
9/9/25	Joint Status report court filing fee	11.76
	Future Status report court filing fee	11.76
	Future Applciation for dismissal court filing fee	32.31
	Future CaseAnywhere fee for six months	300
Total		3209.4