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6 Attorney for Plaintiff,
7 **DAVID THOMAS AVANTS**
and all putative class members

FILED
Clerk of the Superior Court

MAY 15 2026

By: A. Carini

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10
11 **DAVID THOMAS AVANTS**, an individual,
on behalf of himself and all others similarly
12 situated,

13 Plaintiff,

14 vs.

15
16 **AFFINITY DEVELOPMENT GROUP, INC.**,
17 a Delaware corporation and DOES 1-50,
18 inclusive,

19 Defendant.

Case No.: 25CU002344N

20
21 **[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Class Action Filed: January 13, 2025

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23 The Court has before it the Motion for Preliminary Approval brought by Plaintiff **DAVID**
24 **THOMAS AVANTS**. After reviewing the Motion for Preliminary Approval and the Class Action
25 and **PAGA Settlement** ("Settlement Agreement") filed with the Court, and good cause appearing
therefor, the Court hereby finds and orders as follows:

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27 1. The Court finds on a preliminary basis that the settlement memorialized in the
28 **Settlement Agreement** appears to be fair, adequate, and reasonable, and therefore meets the

requirements for preliminary approval. The monetary terms of the settlement detailed in the following chart are discussed further below.

Maximum Settlement Amount	\$200,000.00
Plaintiff's Service Payment	-\$10,000.00
Plaintiff's Attorney Fees	-\$66,660.00
Plaintiff's Costs (up to)	-\$25,000.00
PAGA Payment	-\$15,000.00
Settlement Administration (up to)	-\$8,000.00
Net Settlement Amount for Distribution to Class Members	\$75,340.00

2. "Class" means all current or former hourly, non-exempt employees who were employed by Defendant Affinity Development Group, Inc., in California during the Class Period, defined as the period from January 13, 2021 to August 29, 2025, subject to Defendant's option under paragraph 8 of the Settlement Agreement. In the event that Defendant elects to exercise its right to shorten the Class Period, the Parties will submit a [Proposed] Amended Order revising the class definition.

3. The Court finds, for purposes of settlement only, that the Class meets the requirements for certification under Section 382 of the California Code of Civil Procedure in that: (1) the Class is so numerous that joinder is impracticable; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) the named Plaintiff's claims are typical of the claims of the Class; (4) the named Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court appoints for settlement purposes only DAVID THOMAS AVANTS as the Class Representative. A Service Payment of \$10,000 to Plaintiff is conditionally approved and will be determined at final approval.

1 5. The Court appoints for settlement purposes only Koul Law Firm, APC as Class
2 Counsel. The proposed payment to Class Counsel for reasonable attorneys' fees is an amount not
3 to exceed 33.33% of the Maximum Settlement Amount (\$66,660), which will be determined at
4 final approval. The proposed payment to Class Counsel for actual Litigation Costs in an amount
5 not to exceed \$25,000 is conditionally approved and will be determined at final approval.

6 6. The Court appoints ILYM Group, Inc. as the Settlement Administrator. The
7 proposed payment of the Settlement Administration Costs in an amount not to exceed \$8,000 to
8 ILYM Group, Inc. for its services is conditionally approved and will be determined at final
9 approval.

10 7. The Parties are ordered to carry out the Settlement according to the terms of the
11 Settlement Agreement.

12 8. The Court orders the following implementation schedule:

13 a. Deadline for Defendant to submit Class Data to the Settlement Administrator:
14 within fourteen (14) calendar days after entry of the Preliminary Approval Order;

15 b. Deadline for Settlement Administrator to send Class Notice to Class Members
16 providing notice of settlement: within fourteen (14) calendar days of Preliminary Approval by the
17 Court.

18 c. Deadline for Class Members to postmark written objections, challenges to Class
19 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion (Opt-Out) related to the
20 Settlement: Within forty-five (45) days for initial mailing of Notice Packet; to be extended by
21 fourteen (14) days for remailing;

22 d. Deadline for serving and filing Motion for Final Approval, Attorneys' Fees Award,
23 Cost Award, and Class Representative Award: Sixteen (16) court days before Final Approval
24 Hearing in conformity with Code of Civil Procedure section 1005;

25 e. Final Approval Hearing: 9/11/26 at 1:30 a.m./p.m. 

26 9. The Court approves as to form and content the Notice included as Exhibit A to the
27 Settlement Agreement, which advises Class Members and PAGA Members of the Settlement
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1 terms, the preliminary approval of the Settlement, and the scheduling of the Final Approval
2 Hearing.

3 10. The Court finds that the timing for the mailing and distribution of the Notice meets
4 the requirements of due process, provides the best notice practicable under the circumstances, and
5 constitute due and sufficient notice to all persons entitled thereto. The Court directs the mailing
6 of the Notice to all identified Class Members in accordance with the Settlement Agreement.

7 11. The Court retains jurisdiction to consider all further applications arising out of or
8 in connection with the Settlement.

9 12. If the Settlement does not become effective in accordance with the terms of the
10 Settlement Agreement, or if the Settlement is not finally approved, or is terminated, canceled, or
11 fails to become effective for any reason, this Order shall be rendered null and void and shall be
12 vacated.

13 *Case management conference also shall be held on 9/11/26 at 1:30 p.m.*

14 IT IS SO ORDERED.

15 Dated: May 15, 2026

16 Cynthia S. Freeland
17 HONORABLE CYNTHIA FREELAND
18 JUDGE OF THE SUPERIOR COURT
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MAY 15 2026

PROOF OF SERVICE**Case No. 25CU002344N*****Avants v. Affinity Development Group, Inc.***

I, NADIA CHAVEZ, declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205. By: A. Carini

On February 25, 2026, I served the foregoing document described as:

1. **NOTICE OF MOTION FOR: (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT (2) APPROVAL OF NOTICE TO CLASS MEMBERS; (3) APPROVAL OF SETTLEMENT ADMINISTRATOR; AND (4) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT**
2. **PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR: (1) PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT; (2) APPROVAL OF NOTICE TO CLASS MEMBERS AND RELATED MATERIALS; (3) APPROVAL OF SETTLEMENT ADMINISTRATOR; AND (4) SETTING HEARING FOR FINAL APPROVAL OF SETTLEMENT**
3. **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT;**
4. **DECLARATION OF PLAINTIFF DAVID THOMAS AVANTS**
5. **DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT;**
6. **DECLARATION OF LISA MULLINS**

X

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 from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

SEE ATTACHED SERVICE LIST

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

Executed on this February 25, 2026, in Glendale, California.



NADIA CHAVEZ

PROOF OF SERVICE

Case No. 25CU002344N

Avants v. Affinity Development Group, Inc.

Brandon S. Saxon

John E. Solis

Richard Daniels

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