

1 Nazo Koulloukian, SBN 263809
2 nazo@koullaw.com
3 Hilary Silvia, Of-Counsel, SBN 237993
4 hilary@koullaw.com
5 KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

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

FILED
Clerk of the Superior Court

SEP 11 2026

By: A. Carini

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

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

12 Plaintiff,

13 vs.

14
15 AFFINITY DEVELOPMENT GROUP, INC. a
16 Delaware corporation and DOES 1-50,
inclusive,

17 Defendant.
18
19
20
21

) Case No.: 25CU002344N

) *Assigned for all purposes to Hon. Cynthia
Freeland; Dept. 27*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL TO CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
APPLICATION FOR CLASS COUNSEL
FEES, CLASS COUNSEL COSTS,
CLASS REPRESENTATIVE SERVICE
PAYMENT, AND FINAL JUDGMENT
THEREON**

) Date: September 11, 2026
) Time: 1:30 p.m.
) Dept: 27
22
23
24
25
26
27
28

1 On September 11, 2026, a hearing was held on Plaintiff DAVID THOMAS AVANTS'
2 unopposed Motion for Final Approval of the Class Action and Representative Settlement
3 Agreement and Motion for Class Counsel Fees, Class Counsel Costs, and Class Representative
4 Service Payment.

5 The Parties have submitted their Class Action and PAGA Settlement Agreement and Class
6 Notice ("Settlement"), which this Court preliminarily approved on May 15, 2026 (the "Preliminary
7 Approval Order"). Under the Preliminary Approval Order, Class Members have been given
8 adequate notice of the terms of the Settlement and the opportunity to object to it, submit a dispute,
9 or to exclude themselves from it.

10 Having received and considered the Settlement, the supporting papers filed by the Parties,
11 and the evidence and argument received by the Court before entering the Preliminary Approval
12 Order and at the Final Approval Hearing, the Court grants final approval of the Settlement, enters
13 this Final Approval Order and Judgment, and HEREBY ORDERS and MAKES
14 DETERMINATIONS as follows:

15 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
16 Order and Judgment adopts all defined terms set forth in the Settlement. All terms of the Settlement
17 are incorporated by reference and adopted herein.

18 2. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as:

20 All current or former hourly, non-exempt employees who were
21 employed by Defendant Affinity Development Group, Inc., in
22 California during the Class Period, defined as the period from
23 January 13, 2021 to August 29, 2025.

24 3. Pursuant to the Preliminary Approval Order, the Court Approved Notice of Class
25 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") was sent to each
26 Class Member on June 30, 2026 by first-class mail in English and Spanish. The Class Notice
27
28

1 informed Class Members of the terms of the Settlement, their right to receive an Individual Class
2 Payment, their right to comment on or object to the Settlement and/or the attorneys' fees and costs,
3 their right to elect not to participate in the Settlement and pursue their own remedies, their right to
4 appear in person and/or by counsel at the Final Approval Hearing and be heard regarding approval
5 of the Settlement, and of other actions pending against Defendant. Adequate periods of time were
6 provided by each of these procedures.

7 4. The Court finds and determines that no individuals requested to opt out of the
8 Settlement. No Class Members submitted objections or disputes.

9 5. The Court finds and determines that this notice procedure afforded adequate
10 protections to Class Members and provides the basis for the Court to make an informed decision
11 regarding approval of the Settlement based on the responses of Class Members. The Court finds
12 and determines that the notice provided in this case was the best notice practicable, which satisfied
13 the requirements of law and due process.

14 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
15 determines that the terms of the Settlement are fair, reasonable, and adequate to the Class and to
16 each Class Member and that the Participating Class Members will be bound by the Settlement, that
17 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
18 should be and hereby are ordered to be consummated.

19 7. The Court finds and determines that the all-inclusive Maximum Settlement Amount
20 in the amount of \$200,000.00, and the Individual Class Payments to be paid to the Participating
21 Class Members under the Settlement are fair and reasonable. The Court hereby grants final
22 approval and orders Defendant to fully fund the Maximum Settlement Amount and also fund the
23 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
24 Administrator no later than within 14 calendar days of the Court's final approval of the Settlement.
25 Within 14 days after Defendant funds the Maximum Settlement Amount, the Administrator shall
26 mail checks and transmit payment for all Individual Class Payments, all Individual PAGA
27
28

1 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
2 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
3 Service Payment. The monetary terms of the Settlement, detailed in the following chart, are
4 discussed further below.

Maximum Settlement Amount	\$200,000.00
Plaintiff's Class Rep. Service Payment	-\$10,000
Plaintiff's Attorney Fees	-\$66,660.00
Plaintiff's Costs	-\$17,715.75
PAGA Payment	-\$15,000.00
Settlement Administration	-\$5,440.00
Net Settlement Amount for Distribution to the Class	\$85,174.25

11
12 8. The Court finds and determines that the Settlement Administration Cost for the
13 Settlement in the amount of \$5,440.00 is fair and reasonable. The Court hereby grants final
14 approval to and orders that the payment of that amount be paid out of the Maximum Settlement
15 Amount to the Settlement Administrator in accordance with the Settlement.

16
17 9. The Court finds and determines that the request by Plaintiff DAVID THOMAS
18 AVANTS for a Class Representative Service Payment is fair and reasonable and hereby orders
19 that the requested payment in the amount of \$10,000 to be paid to Plaintiff out of the Maximum
20 Settlement Amount.

21 10. The Court further finds and determines that the request by Class Counsel for the
22 Class Counsel Fee is fair and reasonable and hereby orders that \$66,660.00 (33.33% of the
23 Maximum Settlement Amount) be paid to Koul Law Firm, APC out of the Maximum Settlement
24 Amount.

25 11. The Court also finds and determines that the request by Class Counsel for Class
26 Counsel Expenses is fair and reasonable and hereby orders that actual costs amounting to
27 \$17,715.75 be paid to Koul Law Firm, APC out of the Maximum Settlement Amount.
28

1 12. Upon entry of this Final Approval Order and funding of the Maximum Settlement
2 Amount, as well as employer-side taxes, the Participating Class Members will forever completely
3 release and discharge the Released Parties from the Released Class Claims as defined in the
4 Settlement for the Class Period.

5 13. Upon entry of this Final Approval Order and funding of the Maximum Settlement
6 Amount, as well as employer side taxes, Plaintiff, the Labor Commissioner/LWDA on behalf of
7 the State of California, and all PAGA Settlement Employees will forever completely release and
8 discharge the Released Parties from the Released PAGA Claims as defined in the Settlement
9 through the PAGA Period.

10 14. Pursuant to the terms of the Settlement, Plaintiff makes an additional general
11 release as defined in the Settlement. Plaintiff expressly waives and relinquishes all rights and
12 benefits afforded by Section 1542 which states:

13 **A general release does not extend to claims which the creditor or releasing**
14 **party does not know or suspect to exist in his or her favor at the time of**
15 **executing the release and that, if known by him or her, would have materially**
16 **affected his or her settlement with the debtor or released party.**

17 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
18 under the Settlement or under this Order, including the requirement that Defendant make payment
19 in accordance with the Settlement.

20 16. If, for any reason, the Settlement ultimately does not become Final (as defined by
21 the Settlement), this Final Approval Order will be vacated; the Parties will return to their respective
22 positions in the action as those positions existed immediately before the Parties executed the
23 Settlement; and nothing stated in the Settlement or any other papers filed with this Court in
24 connection with the Settlement will be deemed an admission of any kind by any of the Parties or
25 used as evidence against, or over the objection of, any of the Parties for any purpose in the Action
26 or in any other action.

27 17. The Parties entered into the Settlement solely for the purpose of compromising and
28 settling disputed claims. Defendant in no way admits any violation of law or any liability

1 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being expressly
2 denied by Defendant.

3 18. For any Class Member whose Individual Class Payment check or Individual PAGA
4 Payment check is uncashed and canceled after the void date, the Administrator shall transmit the
5 funds represented by such checks to a Court-approved nonprofit organization or foundation
6 consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). The Parties
7 have selected Bet Tzedek as the Cy Pres Recipient. The Parties, Class Counsel and Defense
8 Counsel represent that they have no interest or relationship, financial or otherwise, with the
9 intended Cy Pres Recipient.

10 19. By means of this Final Approval Order, this Court hereby enters final judgment in
11 this Action.

12 20. Without affecting the finality of this Final Approval Order and Judgment in any
13 way, pursuant to California Rules of Court, 3.769(h), the Court retains jurisdiction of all matters
14 relating to the interpretation, administration, implementation, effectuation and enforcement of this
15 Order, Judgment and the Settlement under Code of Civil Procedure § 664.6.

16 21. The Parties are hereby ordered to comply with the terms of the Settlement.

17 22. Each side is to bear its own costs and attorneys' fees except as provided by the
18 Settlement and this Final Approval Order and Judgment.

19 23. The Court sets a final accounting hearing for September 17, 2027 ^(CAF)
20 ~~December 1, 2027~~ at 1:30 pm.
21 must file a final report 14 days before the final accounting hearing. ^(CAF)

22
23 **IT IS SO ORDERED AND ADJUDICATED.**

24
25 DATED: September 11, 2026

26 Cynthia A. Freeland
27 Honorable Cynthia Freeland
28 Judge of the Superior Court