

D.LAW, INC.

David Yeremian (SBN 226337)

d.yeremian@d.law

David Keledjian (SBN 309135)

d.keledjian@d.law

David Arakelyan (SBN 337076)

d.arakelyan@d.law

450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff PAUL NATHAN WYNN,
on behalf of the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

PAUL NATHAN WYNN and ROMAN
MITCHELL, on behalf of themselves and all
others similarly situated, and the general
public,

Plaintiffs,

v.

AVANATH COMMUNITIES, INC., a
California Corporation; AVANATH
REALTY, INC., a California Corporation
AVANATH CAPITAL MANAGEMENT,
LLC, a Delaware Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV007905

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon. Jill H. Talley

Dept.: 23

**[PROPOSED] ORDER GRANTING
UNOPPOSED MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT; FINAL
JUDGMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of David
Arakelyan, Mehrdad Bokhour Paul N. Wynn,
Roman Mitchell, and Michael Bui]*

Date: February 13, 2026

Time: 9:00 a.m.

Reservation: A-07905-002

Wynn Complaint filed: September 5, 2023

Wynn FAC filed: November 9, 2023

SAC Filed: January 13, 2026

Trial Date: None

1 **BOKHOUR LAW GROUP, P.C.**

Mehrdad Bokhour, Esq., CA Bar No. 285256

2 *mehrdad@bokhourlaw.com*

1901 Avenue of the Stars, Suite 450

3 Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

4 **FALAKASSA LAW, P.C.**

5 Joshua S. Falakassa, CA Bar No. 295045

josh@falakassalaw.com

6 1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

7 Tel: (818) 456-6168; Fax: (888) 505-0868

8 Attorneys for Plaintiff ROMAN MITCHELL, on behalf of the State of California

1 **ORDER AND JUDGMENT**

2 On February 13, 2026 at 09:00 a.m. in Department 23, Plaintiffs Paul Nathan Wynn's and
3 Roman Mitchell's ("Plaintiffs") unopposed Motion for Approval of the Private Attorneys General
4 Act ("PAGA") Settlement Agreement ("Settlement Agreement") under California Labor Code §
5 2698 *et seq.* came before the Court for hearing. Plaintiffs appeared via counsel ("PAGA Counsel")
6 and counsel also appeared for Defendants AVANATH COMMUNITIES, INC.; AVANATH
7 REALTY, INC.; and AVANATH CAPITAL MANAGEMENT, LLC ("Defendants"). There were
8 no other appearances and no objections to the Motion. Having considered the Motion, the
9 Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD
10 CAUSE having been shown, Plaintiff's Motion is GRANTED.

11 **NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

12 1. This Order incorporates the Settlement Agreement entered into between Plaintiffs,
13 on behalf of themselves and the State of California, on the one hand, and Defendants on the other
14 hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same
15 meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter
16 of this lawsuit and all matters relating thereto, and over all parties to the Action.

17 2. There are approximately **247** Aggrieved Employees, defined as "individuals who
18 were directly employed by Defendants in California as non-exempt employees and who actually
19 performed work for Defendants on at least one day during the PAGA Period, which is from
20 September 2, 2022, through October 29, 2025."

21 3. The PAGA Covered Period is defined as the period from September 2, 2022 through
22 October 29, 2025.

23 4. The Court has considered the nature of the claims, the amount paid in settlement,
24 which is **\$280,000.00** ("Gross Settlement Amount"), the allocation of settlement proceeds among
25 the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties'
26 respective positions rather than the result of a finding of liability at trial. The Court hereby finds the
27 Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has
28 been reached as a result of serious and non-collusive, arm's-length negotiations. The Court

1 therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties
2 to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

3 5. The Court hereby finds that Plaintiffs' notice of the proposed Settlement submitted
4 to the Labor and Workforce Development Agency fully and adequately complied with the notice
5 requirements of California Labor Code § 2699.

6 6. Upon the Effective Date, Plaintiffs and the Aggrieved Employees shall be bound by
7 the releases set forth in the Settlement Agreement as follows: Effective on the date when Defendant
8 fully funds the entire Gross Settlement Amount, the Aggrieved Employees are deemed to release,
9 on behalf of themselves and their respective former and present representatives, agents, attorneys,
10 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
12 stated in the Operative Complaint and all PAGA Notice including but not limited to the alleged
13 failure to pay all minimum wages and overtime or provide premium compensation at 1.5x or 2.0x
14 the regular rate; the alleged failure to provide compliant meal breaks and rest breaks and/or
15 premium compensation in lieu thereof at the regular rate; the alleged failure to provide accurate
16 wage statements, the alleged failure to reimburse for business expenses; the alleged failure to
17 provide paid sick leave and/or to pay the same at the regular rate of pay; the alleged failure to
18 maintain accurate employment and payroll records; the alleged failure to maintain accurate
19 employment and payroll records; the alleged untimely payment of wages during employment and
20 the alleged failure to pay all final wages when due. This Release does to apply to any individual
21 wage-and-hour claims asserted by Plaintiffs Wynn and Mitchell in their respective arbitration
22 proceedings with JAMS, titled *Wynn v. Avanath Communities, Inc., et al* (JAMS Reference Number
23 5130000679) and *Mitchell v. Avanath Realty, Inc.* (JAMS Reference No. 52400002481).

24 7. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
25 are admissions by Defendants, or any of the other Released Parties, of liability on any of the
26 allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the
27 Action, or of any wrongdoing by Defendants, or any of the other Released Parties.

28 ///

8. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc., Bokhour Law Group, P.C. and Falakassa Law, P.C. as PAGA Counsel for settlement purposes.

9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **\$93,333.33**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

10. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA Counsel in the amount of **\$15,028.45**, to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

11. The Court appoints Simpluris Settlement Administrator ("Simpluris") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **\$4,700.00** as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

12. The Court approves an enhancement payment for each of the named Plaintiffs, Paul Nathan Wynn and Roman Mitchell, in the amount of \$5,000 (totaling **\$10,000.00** for both Plaintiffs).

13. The Court hereby approves the Notice of PAGA Settlement and Release of Claims attached at **Exhibit 4** to Arakelyan Declaration for mailing with the disbursement settlement payments by Apex.

14. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately **\$156,938.22** shall be allocated as follows: 75% (**\$117,703.66**) will be paid to the LWDA and the remaining 25% (**\$39,234.56**) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

15. Defendants will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

16. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

1 17. The Court hereby enters judgment of the entire Action for the reasons set forth above
2 and upon the terms set forth in the Settlement Agreement.

3 18. This Judgment is intended to be a final disposition of the above-captioned action in
4 its entirety and is intended to be immediately appealable. Subject to the Court's continuing
5 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

6 19. The Court orders further schedules a Settlement Compliance Hearing to be held on
7 Friday _____, 2027 at 10:30 a.m.

8 **IT IS SO ORDERED.**

9 DATED: _____, 2026

Hon. Jill H. Talley
Judge of the Superior Court