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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

**DECLARATION OF DAVID ARAKELYAN
IN SUPPORT OF PLAINTIFFS'
UNOPPOSED MOTION TO APPROVE
PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AND RELEASE UNDER
CALIFORNIA LABOR CODE §§ 2698 et
seq.**

*[filed concurrently with Notice of Motion and
Motion to Approve PAGA Settlement;
Memorandum of Points and Authorities;
Declaration of Michael Bui; Declaration of
Mehrdad Bokhour; Declaration of Paul N.
Wynn; Declaration of Roman Mitchell; and
[Proposed] Order and Judgment]*

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

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

1 512 and 1198); 2) Failure to Provide Rest Periods (Labor Code §§ 204, 223, 226.7 and 1198; 3)
2 Failure to Pay Hourly Wages and Overtime (Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1
3 and 1198; (5) Failure to Provide Accurate Written Wage Statements in Violation of Labor Code §
4 226(a); (5) Failure to Pay All Final Wages Violation (Labor Code §§ 201, 202, and 203; (6) Failure
5 to Indemnify Under Labor Code § 2802; and (7) Unfair Competition in Violation of Business &
6 Professions Code § 17200 et seq. (“Wynn Complaint”) Prior to the filing of the Complaint, on
7 September 1, 2023, Plaintiff Wynn submitted his PAGA letter to the California Labor & Workforce
8 Development Agency (“LWDA”) and Defendants (Case No. LWDA-CM-979223-23). Plaintiff
9 subsequently submitted an Amended PAGA Letter on September 14, 2023. On November 9, 2023,
10 Plaintiff Wynn filed his First Amended Complaint adding an eighth cause of action for penalties
11 under the Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*

12 5. On January 24, 2024, pursuant to the joint stipulation of the Parties, this Court
13 dismissed the first seven causes of action in the Wynn complaint, leaving only the claims under the
14 PAGA. Plaintiff Wynn subsequently submitted his individual wage-and-hour claims to arbitration.

15 6. Plaintiff Mitchell filed his PAGA-only complaint against Defendant Avanath
16 Realty, Inc. in the Sacramento County Superior Court on May 30, 2024, where it was assigned Case
17 No. 24CV010666. The Complaint was based on the allegations contained in Plaintiff Mitchell’s
18 March 26, 2024, PAGA letter, submitted to the LWDA and Defendants and assigned Case No.
19 LWDA-CM-1018649-24.

20 7. On December 27, 2023, Defendant filed an Answer to Wynn’s First Amended
21 Complaint, denying all allegations and any liability for the causes of action alleged.

22 8. On July 31, 2025, the Parties participated in a full-day mediation facilitated by
23 mediator Jeffrey P. Fuchsman, who is highly experienced in wage and hour matters. During
24 mediation, the Parties engaged in a good faith, arms-length negotiations that resulted in a
25 settlement. The general terms of the settlement were formalized in the Settlement Agreement now
26 before the Court for approval.

27 9. Based on the Parties’ joint stipulation, on January 13, 2026, Plaintiffs Wynn and
28 Mitchell filed a Second Amended Representative Action Complaint (“SAC”), adding Plaintiff

1 Mitchell to the instant matter as an additional PAGA representative and incorporating all causes of
2 action alleged by both Plaintiffs in their respective complaints and PAGA letters into the complaint.
3 The SAC is the Operative Complaint in this matter.

4 10. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and
5 circumstances underlying the pertinent issues and applicable law. This required thorough
6 discussions and interviews between PAGA Counsel and Plaintiffs, as well as preliminary research
7 into the various legal issues involved in the case. After conducting initial investigation, PAGA
8 Counsel determined that Plaintiffs' claims were well-suited for representative action adjudication
9 owing to what appeared to be a common course of conduct affecting a similarly situated and
10 aggrieved group of employees.

11 11. In advance of mediation, PAGA Counsel conducted a thorough investigation of the
12 facts and claims giving rise to the action, including: (1) conducting formal and informal discovery,
13 including discovery in Wynn's arbitration proceedings with JAMS, and meeting and conferring
14 with defense counsel about same; (2) reviewing and analyzing a sampling of time and pay records,
15 Defendant' Employee Handbook, and Plaintiffs' personnel files; (3) researching the applicable law
16 and potential defenses; (4) constructing damage models based on interpretations of California law;
17 and (5) reviewing information provided by Defendants at the mediation. After analyzing the
18 relevant documents and other gathered data, PAGA Counsel believed that this case was appropriate
19 for resolution via mediation.

20 **SETTLEMENT NEGOTIATIONS AND TERMS**

21 12. For purposes of the Settlement, Aggrieved Employees are defined as individuals
22 who were directly employed by Defendants in California as non-exempt employees and who
23 actually performed work for Defendants on at least one day during the PAGA Period, which is from
24 September 2, 2022, through October 29, 2025 (see **Exhibit 1**, "PAGA Settlement Agreement").
25 Defendants represented that they employed 247 Aggrieved Employees during the Settlement Period
26 (see Declaration of Michael Bui, or "Bui Declaration").

27 13. The PAGA Settlement Agreement requires Defendants to pay a total sum of
28 **\$280,000.00** (the "Gross Settlement Amount"). The Gross Settlement Amount will be allocated as

1 follows, pending Court approval:

- 2 a) Attorneys' fees up to one-third of the Gross Settlement Amount, which is **\$93,333.33**
3 ("PAGA Counsel Attorneys' Fees Award"), and litigation costs were approved of up to
4 \$20,000.00, but PAGA Counsel's actual litigation costs incurred are **\$15,028.45**
5 ("PAGA Counsel Litigation Costs Award").
- 6 b) Administration costs of no more than **\$4,700.00** to be paid to the Settlement
7 Administrator ("Administration Costs"), Simpluris ("Simpluris"), for sending notices
8 and for calculating settlement shares and preparing all checks and mailing them;
- 9 c) An enhancement payment of \$5,000.00 to each of the two Plaintiffs, totaling
10 **\$10,000.00**, for their services as PAGA representatives;
- 11 d) The remainder of the Gross Settlement Amount (the "PAGA Penalties Fund") after
12 deducting the above fees and costs is approximately **\$156,938.22** and shall be
13 designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved
14 Employees pursuant to Labor Code section 2699(i), with 75% (\$117,703.66) being paid
15 to the LWDA (the "LWDA Payment") and 25% (\$39,234.56) being paid to the
16 Aggrieved Employees on a pro-rata basis ("Individual Settlement Awards"); and
- 17 e) The Aggrieved Employees will receive an average of approximately **\$158.84** per person
18 (\$39,234.56 divided by 247 Aggrieved Employees) as their share of the Individual
19 PAGA Payment (also see the Declaration of Michael Bui, "Bui Declaration," filed
20 concurrently).

21 14. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case,
22 the risks and delays posed by further litigation, and PAGA Counsel's own prior litigation
23 experience, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and
24 reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent
25 in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the
26 settlement award he or she will receive. Further, and based on the settlement negotiations, which
27 were extensive and conducted in good faith and at arm's length between attorneys with substantial
28 experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive

1 settlement process in which the parties agreed to make significant compromises in the interest of
2 reaching a full and complete settlement of the lawsuit.

3 15. Furthermore, PAGA Counsel believes that the Settlement confers real benefits upon
4 Plaintiffs and the Aggrieved Employees and that an independent review of the Settlement by the
5 Court in the approval process will confirm this conclusion.

6 **THE STRENGTH OF PLAINTIFF’S CASE**
7 **IN LIGHT OF THE SETTLEMENT AMOUNT**

8 16. Plaintiffs allege that Defendants violated various provisions of California law and
9 seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 et seq. Under Labor
10 Code § 2699, specifically, Plaintiffs sought civil penalties based on allegations that, *inter alia*,
11 Defendant:

- 12 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-
13 clock” work and Defendants’ unlawful rounding policies.
- 14 • Failed to provide the Aggrieved Employees with compliant meal periods in light of the
15 many and different work demands that prevented them from taking their meal periods
16 at their scheduled times.
- 17 • Failed to provide the Aggrieved Employees with compliant rest periods as they
18 frequently received interrupted, shortened, or no rest periods.
- 19 • Failed to provide accurate wage statements, including misstating the rates of pay, total
20 hours worked and total wages earned by Aggrieved Employees.
- 21 • Failed to pay all wages owed to Aggrieved Employees twice monthly; and failed to
22 pay all wages owed to Aggrieved Employees at the time of their termination or within
23 seventy-two hours of their resignation.
- 24 • Failed to keep accurate time and wage records for all employees.
- 25 • Failed to reimburse aggrieved employees for necessary work-related expenses,
26 including expenses for purchase and use of cellular phones, tools, and vehicles.

27 17. Defendants denied and continue to deny all of the claims made by Plaintiffs in this
28 Action and contend that they acted at all relevant times in conformance with the law. Defendants

1 contend that Plaintiffs and the Aggrieved Employees were paid for all hours worked; were provided
2 lawfully compliant meal periods and that any deviations were at the voluntary election of the
3 Plaintiffs and/or the Aggrieved Employees and not at the request of Defendants or due to work;
4 that Defendants paid all wages due on a timely basis; that Defendants paid all wages due on a timely
5 basis and using Labor Code compliant instruments; that Defendants' wage statements complied
6 with the law; and that neither Plaintiffs nor any Aggrieved Employees incurred reasonable business
7 related expenses for which they were not reimbursed. In light of Defendant' denials and arguments,
8 PAGA Counsel carefully evaluated and negotiated a settlement that ensures a fair and equitable
9 recovery for the affected employees. Counsel determined to pursue PAGA only claims and in the
10 case of Plaintiff Wynn, dismiss class claims in view of arbitration agreements with class waivers
11 entered into by the Aggrieved Employees. The parties therefore agreed to focus their informal
12 resolution efforts on negotiating a PAGA only resolution. In addition, and in connection with
13 mediation and the resolution of individual claims pending in arbitration proceedings with JAMS,
14 Plaintiffs entered into individual settlement agreements and provided Defendants with a limited
15 release in exchange for on a separate individual payment, specifically carving out and preserving
16 their claims under the PAGA. Plaintiffs are also requesting enhancement awards, and will be
17 entitled to receive their share of the Individual Settlement Awards to the Aggrieved Employees.

18 18. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiffs to
19 obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant'
20 violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. These cases
21 were filed prior to June 19, 2024. Where civil penalties are provided in the statute, those civil
22 penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f)
23 establishes civil penalties of one hundred dollars (\$100) for each aggrieved employee per pay
24 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay
25 period for each subsequent violation. Pursuant to Labor Code § 2699(m), seventy-five (75) percent
26 of the penalties recovered must be allocated to the LWDA, with the remaining twenty-five (25)
27 percent allocated to the affected employees. Additionally, under *Amaral v. Cintas*, 163 Cal. App.
28 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of \$100 per violation applies

1 in the absence of a determination that a violation actually occurred.

2 19. Based on the foregoing facts and law, PAGA Counsel estimated Defendants'
3 maximum total exposure on the PAGA claim at approximately \$715,000.00, calculated by
4 multiplying the total number of Pay Periods (7,150) by \$100 per violation. Plaintiffs' calculation
5 of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period
6 (i.e., Plaintiffs did not stack the PAGA penalties in their damages calculation).

7 20. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
8 violations, particularly when those violations all stem from the same alleged "injury." *Aguirre v.*
9 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
10 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
11 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
12 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
13 ("There is no authority that "would permit double recovery of essentially the same penalties.")

14 21. PAGA penalties are permissive rather than mandatory. Labor Code § 2699(e)(2)
15 states that "a court may award a lesser amount than the maximum civil penalty amount specified
16 by this part ... if, based on the facts and circumstances of the particular case, to do otherwise would
17 result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v.*
18 *Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under
19 this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504,
20 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods
21 occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017),
22 LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ*
23 *Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000);
24 *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction
25 from \$2.8 million to \$375,000).). In departing from the \$100/pay period calculation to arrive at the
26 \$280,000.00 Gross Settlement Amount in this case, PAGA Counsel considered various reasons
27 why the Court may reduce any eventual recovery at its discretion and considered that PAGA
28 penalties are not mandatory but permissive.

22. The Gross Settlement Amount of \$280,000.00 is approximately 39.16% of the maximum potential exposure estimate of \$715,000.00. The Gross Settlement Amount therefore represents a value at approximately \$39.16 per Pay Period. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, and the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable. PAGA Counsel also prepared for mediation by receiving a mediation analysis from our statistical expert who reviewed Defendant's timekeeping and payroll data and estimate the total potential civil penalty exposure Defendant could face. Our expert estimated \$3,472,300 in potential PAGA penalties if Plaintiffs prevailed on all claims and was permitted to stack penalties for all violations. The Gross Settlement Amount of \$280,000 therefore represents 8.06% of this estimated number, and this percentage would be greatly increased after appropriate deductions for the above addressed defense arguments and under the Court's PAGA discretion to reduce civil penalties. With all this in mind, PAGA Counsel respectfully submits the Settlement at hand is reasonable and worthy of approval.

REQUEST FOR ATTORNEYS' FEES AND COSTS

23. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which is **\$93,333.33**, and an award of actual litigation costs to PAGA Counsel of **\$15,028.45**. to Plaintiffs' Counsel for Costs for this matter is attached hereto as **Exhibit 2 and Declaration of Mehrdad Bokhour ("Bokhour Declaration")**.

24. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement if and when it is approved.

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1 25. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire
2 risk and cost of litigation associated with this Action on a purely contingency basis. As a result,
3 PAGA Counsel have yet to receive any compensation for the amount of time and money invested
4 in the case to date.

5 26. Contingent-fee cases present the very real risk of working hundreds if not thousands
6 of hours that may never be entirely compensated. Moreover, while the case is being litigated,
7 counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases
8 pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-
9 awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is
10 nothing more than a potential that never materializes. First, you must win the case to get a court-
11 awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost.
12 Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as
13 settlement offers that the client may accept without ensuring that we receive a reasonable fee or
14 changes in the law that substantially affect the merits of the case, or other uncertainties involving
15 the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of
16 dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial
17 investment, one would expect a reasonable rate of return on that investment. Here, however, the
18 best we can hope to recover is our money, and then only if we are substantially successful; if we
19 are not, all or part of this "investment" can be lost.

20 27. PAGA Counsel is well acquainted with the contingent-fee market throughout
21 California, particularly as it pertains to PAGA and class-action litigation. PAGA Counsel has
22 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
23 representatives in class-action and PAGA suits. Many of those agreements required that counsel
24 receive a fee under certain scenarios that exceeds one-third of the recovery. Moreover, courts in
25 this county and others have approved attorneys' fees awards in other PAGA settlements on a
26 common fund basis at a commensurate percentage to what Plaintiff and PAGA Counsel are
27 requesting here.

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1 28. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or
2 greater than forty percent of the gross settlement amount. *See Crandall v. U-Haul* (Los Angeles
3 County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney
4 fee request in an overtime-exemption class action; the Honorable Donald E. Smallwood awarded
5 attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County
6 Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Elliott v.*
7 *Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon
8 awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class
9 certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM
10 (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
11 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour
12 class actions that had not proceeded to the class-certification stage.

13 29. Moreover, PAGA Counsel's fee request is also reasonable when considered under a
14 lodestar cross-check, where a base fee amount is calculated from a compilation of time reasonably
15 spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977)
16 20 Cal.3d 25, 48. The court then may enhance this lodestar figure by a "multiplier" to account for
17 a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree
18 of success achieved. *Id.* at 49; *see also Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36; *Thayer*
19 *v. Wells Fargo Bank* (2001) 92 Cal. App. 4th 819, 834, ("[t]here is no...rule limiting the factors
20 that may justify an exercise of judicial discretion to [adjust the] lodestar").

21 30. Here, PAGA Counsel spent substantial time on this matter, and the lodestar cross
22 check establishes that the fees requested will require a negative modifier under the lodestar analysis,
23 meaning the requested fees are substantially less than our attorney time invested in this Action
24 justifies under the lodestar cross-check. Aside from drafting the initial complaints, PAGA Counsel
25 conducted informal discovery, participated in arbitration proceedings, including conducting formal
26 discovery in that forum, reviewed and analyzed time and pay records, employment handbooks,
27 Plaintiffs' personnel file, relevant policies and other documentation, researched the applicable law
28 and potential defenses, constructed damage models based on interpretations of California law,

1 reviewed information provided by Defendants and completed mediation, engaged in meet and
2 confer efforts with Defendants, drafted and revised the settlement agreements, and drafted this
3 Motion and its supporting documents.

4 31. More specifically, PAGA Counsel from D.Law, Inc. conservatively estimates that
5 it has invested at least **152.4** hours of attorney time in this matter. My current billing rate is \$585.00
6 (4 years out of law school, adjusted Laffey Matrix rate of \$653.00), and I spent approximately 115.2
7 hours in this matter with a lodestar amount of \$67,392.00. Senior Counsel David Keledjian's billing
8 rate \$925.00 (9 years out of law school, adjusted Laffey Matrix rate of \$943.00)¹, and he spent
9 approximately 34.2 hours in this matter with a lodestar amount of \$31,635. Former Associate
10 Attorney Pola Bernabe's billing rate was \$475.00 per hour, and she spent 0.6 hours on this matter,
11 with a lodestar amount of \$190. Former Associate Attorney Kevin Burns' billing rate was \$475.00
12 per hour, and he spent 2.6 hours on this matter, with a lodestar amount of \$1,235. **See Exhibit 3**
13 (D.Law Attorneys' Time Sheets.) These records were compiled from the firm's timekeeping system
14 into which attorney's input their timekeeping entries for billable hours. These hours also do not
15 include the many additional hours invested by our administrative and paralegal staff. Additionally,
16 attorney Mehrdad Bokhour spent approximately **35 hours** on this case, with an hourly rate of \$750,
17 with a lodestar amount of \$26,250 (see Bokhour Declaration, ¶¶ 14, 16.)

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27 ¹ The adjusted Laffey Matrix rate for each attorney was calculated by taking the Laffey Matrix rate, which is based
28 on rates in the Washington-Baltimore area, and applying a locality adjustment rate of approximately 12.4% to
account for the higher wages for federal judiciary workers in San Jose, San Francisco, Oakland and neighboring
counties, including San Joaquin County, compared to federal judiciary workers in the Washington-Baltimore area per
the respective Judicial Salary Plan Tables.

32. The total billable hours for lodestar cross-check purposes for PAGA Counsel (including both D.Law, Inc. and Bokhour/Falakassa Law) at the time of filing this motion result in fees of **\$126,702** (\$26,250 for Attorney Mehrdad Bokhour's time on the case, \$31,635.00 for Attorney David Keledjian's time on the case, \$67,392.00 for Associate Attorney David Arakelyan's time on the case, \$1,235.00 for former Associate Attorney Kevin Burn's time on the case, and \$190.00 for former Associate Attorney Pola Benrabe's time on this case). In light of the lodestar analysis, PAGA Counsel respectfully requests that the Court award **\$93,333.33** in attorneys' fees, which based on \$126,702 total billables results in a negative 1.3 multiplier. The additional hours

Attorney	Hourly Rate	Billable Hours	Total Lodestar Fees
Mehrdad Bokhour (Bokhour Law)	\$750	35	\$26,250.00
David Keledjian (D.Law, Inc.)	\$925	34.2	\$31,635.00
David Arakelyan (D.Law, Inc.)	\$585	115.2	\$67,392.00
Kevin Burns (formerly D.Law, Inc.)	\$475	2.6	\$1,235.00
Pola Bernabe (formerly D.Law, Inc.)	\$475	0.4	\$190.00
Totals		187.4	\$126,702

PAGA counsel have and will invest in taking this action through settlement approval and administration and funding and distribution will result in an even greater negative multiplier.

33. Attorneys' Costs: PAGA Counsel has incurred \$15,028.45 in costs (D.Law Costs - \$12,017.60 and Bokhour/Falakassa Costs - \$3,010.85) in prosecuting this action to date and through approval. See **Exhibit 2** (D. Law's Costs) and Bokhour Declaration. PAGA Counsel notes the lion's

1 share of the Costs were reasonably incurred in connection with mediation and attendant expert
2 analysis and the like. The remaining costs are standard to any PAGA and/or complex action,
3 including complex fees and filing fees, etc. PAGA Counsel respectfully requests reimbursement
4 and an award of **\$15,028.45** for their costs incurred in connection with this Action.

5 34. In light of the foregoing, the fee request in an amount equal to one-third of the
6 settlement in this case is well within the bounds that have been established by the above-cited
7 authority.

8 **QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL**

9 35. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
10 including class actions and PAGA actions on behalf of employees and others who have had their
11 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
12 counsel of record in numerous wage and hour and employment class action and PAGA action cases
13 pending in both state and federal court.

14 36. D.Law is well-qualified and has ample experience, knowledge, and resources to act
15 as counsel and represent Plaintiff and the Aggrieved Employees in this action. Our practice is
16 exclusively focused on employment matters and representing plaintiffs in wage and hour actions
17 with the same or similar causes of actions brought forth in the matter pending before this Court.

18 37. D.Law has litigated and successfully resolved many wage and hour class action
19 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De*
20 *La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787),
21 *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of
22 California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of
23 California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in
24 Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-
25 cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los
26 Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles,
27 BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
28 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los

Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v.*

1 *Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo*
2 *Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
3 *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr*
4 *v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara,
5 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San
6 Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of
7 California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of
8 California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid*
9 *Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
10 among others.

11 38. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for
12 Plaintiffs. Mr. Yeremian has been practicing law since 2003. Mr. Yeremian has been honored as a
13 Super Lawyers Rising Star in 2009, 2010, 2012-2015 and has been named and honored as a Super
14 Lawyer. Since 2007, Mr. Yeremian has focused exclusively on representing employees, including
15 in wage-and-hour class actions. During his career, Mr. Yeremian has represented employees in
16 hundreds of wage-and-hour class action lawsuits as lead or co-lead counsel (including in the
17 Central, Southern, Eastern, and Northern Districts of California) and has obtained six and seven-
18 figure settlements against a range of Defendant, including Fortune 500 companies.

19 39. Attorney David Keledjian is a Senior Counsel at D.Law and counsel of record for
20 Plaintiffs. Mr. Keledjian received his Bachelor of Arts in Economics from the California State
21 University of Fullerton in 2011. He then earned his Juris Doctorate from the Trinity Law School in
22 May of 2015. Upon graduating from law school, Mr. Keledjian has exclusively focused his practice
23 on representing employees including in wage-and-hour class actions. During his career, Mr.
24 Keledjian has represented employees in wage-and-hour class action lawsuits as lead or co-lead
25 counsel, and has obtained six and seven figure settlements against a range of defendants. These
26 cases have involved the gamut of wage-and-hour claims, including claims for failure to pay
27 minimum wages, unpaid wages and overtime, failure to provide meal breaks, inaccurate pay
28 statements, and failure to pay timely wages - similar to claims at issue in the present matter.

1 40. I am an Associated Attorney at D.Law and counsel of record for Plaintiffs. I received
2 my Bachelor of Arts in Political Science and Middle Eastern Studies from the University of
3 California, Los Angeles in 2009. Subsequently, I also graduated from the UCLA School of Law in
4 2020. Since 2021, I have also focused my practice on wage-and-hour litigation, both representing
5 Defendants as well as Plaintiffs, primarily in wage-and-hour class actions.

6 41. I am experienced in prosecuting employment matters, particularly class actions. In
7 addition to the present case, I am also class counsel for dozens of other putative wage-and-hour
8 class-action lawsuits pending in various state and federal jurisdictions throughout California. My
9 and my team's extensive experience in litigating employment wage and hour matters has been
10 integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally
11 negotiating fair and reasonable class action settlements. Practice in the narrow field of wage and
12 hour litigation requires skill and knowledge concerning the constantly evolving substantive law
13 (state and federal), as well as the procedural law of class action litigation. In this action, I am fully
14 equipped to use the skills and knowledge I have developed. Therefore, on the account of my
15 resources, experience, and knowledge, I am well qualified to act as Class Counsel and represent
16 Plaintiff and the putative Class Members in this action.

17 42. My participation in wage and hour class and representative action litigations has
18 included extensive preparation, the development of a thorough knowledge of the legal issues related
19 to certification and liability, and full immersion and participation in the mediation, settlement
20 negotiation, and approval process. I am therefore experienced in the type of class and representative
21 action litigation involving violations of California's wage and hour laws which are the subject of
22 this action.

23 43. The following are examples of some of my cases that have resulted in favorable
24 settlements for the employee Class members and aggrieved employees I have represented:

- 25 a. *Baclay v. Emerald Fund*, San Francisco Superior Court, Case No. CGC-23-609362
26 (Hon. Ethan P. Schulman);
- 27 b. *Do v. Recor Medical, Inc.*, Santa Clara Superior Court, Case No. 24CV441617
28 (Hon. Theodore C. Zayner);

- c. *Estrada v. Spears Manufacturing.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0009772 (Hon. Jayne Lee);
- d. *Greene v. Bluewater Grill, et al*, Los Angeles County Superior Court, Case No. 24STCV00295 (Hon. Tony L. Richardson);
- e. *Guerra v. Ramen & Dreams, Inc.*, San Mateo Superior Court, Case No. 23-CIV-04967 (Hon. Jeffrey R. Finigan);
- f. *Kirby v. Trove*, San Mateo County Superior Court Case No. 23-CIV-04345 (Hon. Michasel L. Mau);
- g. *Nweke v. Kerberos International, Inc.*, Sacramento County Superior Court, Case No. 23CV008209 (Hon. Lauri A. Damrell);
- h. *Pardee v. Holz Rubber Company*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0010123 (Hon. Jayne Lee);
- i. *Patterson v. Avelo Airlines*, Sacramento County Superior Court, Case No. 323CV009505 (Hon. Lauri A. Damrell);
- j. *Segall v. North American Mental Health Services*, Monterey County Superior Court, Case No. 23CV002838 (Hon. Carrie M. Panetta);
- k. *Taylor v. Realty Income, et al.*, San Mateo County Superior Court, Case No. 23CIV05673 (Hon. Jeffrey R. Finigan)
- l. *Todd v. Compass Group USA, et al.*, Sacramento County Superior Court, Case No. 23CV007763 (Hon. Jill Talley).

44. The above matters are not exhaustive but provide samples of the types of class and representative action litigations I have successfully resolved. D.Law is presently prosecuting class and representative action litigations in state and federal courts across California. We also have several actions that are in the stages of preliminary and final and PAGA settlement approval.

45. The collective experience of attorneys representing Plaintiffs in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. Practice in the narrow field of wage and hour litigation requires

1 skill and knowledge concerning the constantly evolving substantive law (state and federal), as well
2 as the procedural law of class and representative action litigation. In this action, attorneys at D.Law,
3 Bokhour Law and Falakassa Law are fully equipped to use the skills and knowledge they have
4 developed through many years of prosecuting and defending wage and hour class and PAGA
5 actions to fairly and adequately represent the interests of the aggrieved employees. Therefore, based
6 on my resources, experience, and knowledge, Class Counsel are well-qualified to act as PAGA
7 Counsel and represent the Plaintiffs and the State and aggrieved employees in this action.

8 46. We understand the responsibilities owed as counsel to the aggrieved employees we
9 represent. Class Counsel thoroughly investigated the claims asserted in this action, and have
10 remained committed to dedicating the resources necessary to represent the Aggrieved Employees
11 and vigorously pursue their claims. Based upon my experience and understanding of the claims and
12 defenses in this action, I believe the settlement is fair, adequate, and reasonable for the Aggrieved
13 Employees and all involved, and that the Settlement is well within the range of reasonableness that
14 would permit it to be approved. I am not aware of any conflict of interest with Plaintiffs or any
15 other Aggrieved Employee that would interfere with the duties as Class Counsel.

16 **PLAINTIFF'S ENHANCEMENT AWARD PAYMENT IS FAIR AND REASONABLE**

17 47. Plaintiffs are entitled to a reasonable service payment for their efforts and initiative
18 in bringing and helping to prosecute this action. Plaintiffs initiated this litigation on behalf of State
19 of California and Aggrieved Employees who will now be entitled to receive payment from the
20 Agreement. By initiating and pursuing the Action, Plaintiffs stepped into the shoes of the State of
21 California and undertook the responsibilities of serving in a representative capacity. Plaintiffs spent
22 significant time better apprising themselves of his rights, deciding whether remedial action should
23 be taken, how it should be taken, searching for attorneys, and contacting PAGA Counsel, who spent
24 many hours with Plaintiffs discussing the case and the law. In the end, Plaintiffs decided to
25 vindicate not only his own rights but also those of co-workers by filing a class action lawsuit.

26 48. Both before and after the filing of this lawsuit, Plaintiffs conferred with PAGA
27 Counsel on to discuss every aspect of his case. Plaintiffs provided PAGA Counsel with information
28 about Defendants and about the industry generally, produced and reviewed documents, identified

1 witnesses, consulted with PAGA Counsel regarding litigation strategy, participated in the
2 arbitration and mediation process, monitored the progress of the litigation with PAGA Counsel,
3 and reviewed and signed the Settlement Agreement.

4 49. In light of the foregoing, PAGA Counsel believes that the Enhancement Award
5 payment of \$5,000.00 to each Plaintiff is fair and reasonable.

6 **SUMMARY AND CONCLUSION**

7 50. Settlement Administration Costs: The Parties agreed to use Simpluris Class Action
8 Administrators (“Simpluris”) as the third-party settlement administrator in this case. Simpluris will
9 be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of
10 Settlement and calculating and distributing the settlement checks, among other duties. Simpluris
11 capped its fees at \$4,700.00 for administering the Settlement and based on PAGA Counsel’s
12 experience in other class and PAGA settlements, Simpluris’ costs for administering this Settlement
13 are fair and reasonable, and PAGA counsel requests the Court approve the \$4,700 reimbursement
14 and payment to Simpluris. See also the concurrently filed Declaration of Michael Bui from
15 Simpluris

16 51. Allocation of PAGA Funds – LWDA and Aggrieved Employees: If the Court
17 approves each of the foregoing payments, approximately \$156,938.22 will remain in the net
18 settlement sum. Of that, 75% (\$117,703.66) must be paid to the Labor and Workforce Development
19 Agency, per Labor Code § 2699, et seq., and 25% (\$39,234.56) shall be shared amongst the
20 Aggrieved Employees on a pro rata basis based on the number of pay periods they worked in the
21 PAGA Period.

22 52. Notice of PAGA Settlement and Release of Claims: If the Court approves the
23 Settlement Agreement, Plaintiffs further request the Court to approve the Notice of PAGA
24 Settlement and Release of Claims attached as **Exhibit 4** for mailing with the disbursement of
25 settlement payments to be completed by Simpluris.

26 53. On September 1, 2023, my office submitted Plaintiff Wynn’s PAGA Notice Letter
27 to the LWDA. On September 14, 2023, an amended PAGA letter on behalf of Plaintiff Wynn was
28 submitted to the LWDA. Attached hereto as **Exhibits 5 and 6** are true and correct copies of the

1 confirmatory emails my office received from the LWDA after submission of Plaintiff Wynn's
2 PAGA Notice Letters.

3 54. On January 21, 2026, my office submitted the Motion for Approval of PAGA
4 Settlement and proposed order to the LWDA. Attached hereto as **Exhibit 7** is a true and correct
5 copy of the confirmatory email my office received from the LWDA after submission of the moving
6 papers and PAGA Settlement Agreement.

7 55. I am not aware of any class or other representative action in any other court that
8 asserts claims similar to those alleged in the two actions being settled.

9 56. Pursuant to California Rule of Court 3.769, Class Counsel hereby discloses the
10 existence of a Joint Prosecution and Fee Splitting Agreement among the counsel representing
11 plaintiffs in the litigation. Counsel further represents that the material terms of the JPA, including
12 the fee splitting arrangement, were disclosed to the named Plaintiffs, and that each named Plaintiff
13 reviewed and signed the JPA, acknowledging and approving the disclosures and arrangement.
14 Under this agreement, any attorneys' fees awarded by the Court will be allocated among counsel
15 as follows:

- 16 a. Bokhour Law Group, P.C. – 15%;
- 17 b. Falakassa Law, PC – 15%
- 18 c. D.Law – 70%

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this January 21, 2026, at Glendale, California.

21 

22 _____
23 David Arakelyan
24
25
26
27
28

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Paul Nathan Wynn and Roman Mitchell (“Plaintiffs”) and Defendants AVANATH COMMUNITIES, INC.; AVANATH REALTY, INC.; and AVANATH CAPITAL MANAGEMENT, LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendants captioned *Wynn v Avanath Communities, Inc., et al.*, Sacramento County Superior Court, Case No. 23CV007905; and *Mitchell v. Avanath Realty, Inc., et al.*, Sacramento Superior Court, Case No. 24CV010666. For the purposes of implementing this settlement agreement, these two matters shall be consolidated.
- 1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid of Four Thousand Seven Hundred Dollars (\$4,700.00) submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means any individual who was directly employed by Defendants in California as a non-exempt employee and who actually performed work for Defendants on at least one day in California during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession, including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8 “Court” means the Superior Court of California, County of Sacramento.
- 1.9 “Defense Counsel” means Paul M. Smith and Ace Tate of Ogletree, Deakins, Nash, Smoak & Stewart PC.

- 1.10 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment.
- 1.11 “Gross Settlement Amount” means Two Hundred Eighty Thousand Dollars and No Cents (\$280,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator’s Expenses Payment.
- 1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699.3(a)(1)(A).
- 1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i) as that statute read prior to effective date of AB 2288 and SB 92.
- 1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiffs’ Enhancement Payment, and the Administration Expenses Payment. The remainder is to be paid as follows: 25% to Aggrieved Employees as Individual PAGA Payments and 75% to the LWDA.
- 1.17 “Operative Complaint” means the consolidated complaint filed by Plaintiffs in Case No. 23CV007905
- 1.18 “PAGA Counsel” means David Yeremian, David Keledjian, and David Arakelyan of D.Law, Inc., Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua Falakassa of Falakassa Law, PC, the attorneys representing the Plaintiffs in the Action.
- 1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee actually performed work for Defendants for at least one day during the PAGA Period.

- 1.21 “PAGA Period” means the period from September 2, 2022, to October 29, 2025.
- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.23 “PAGA Notices” means Plaintiffs’ letters to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a). (LWDA Case Nos. LWDA-CM-1018649-24 and LWDA-CM-979223-23).
- 1.24 “PAGA Penalties” means the total amount of net PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.25 “Plaintiffs” means Paul Nathan Wynn and Mitchell Roman, the named Plaintiffs in the Action.
- 1.26 “Plaintiffs’ Enhancement Payment” means the payment to the Plaintiffs for initiating the Action and providing services in support of the Action.
- 1.27 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel, as described in Paragraph 5 below.
- 1.28 “Released Parties” means Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, and other related entities, as well as each of its or their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, joint obligors, any joint employer and any individual or entity which could be jointly liable with Defendants.
- 1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On September 5, 2023, Plaintiff Wynn commenced this Action by filing a Class and Representative Action Complaint alleging causes of action against Defendants for Civil Penalties under Labor Code section 2698, *et seq.*
- 2.2 On May 30, 2024, Plaintiff Mitchell commenced a similar lawsuit alleging a single cause of action against Defendant Avanath Realty, Inc. for Civil Penalties under Labor Code section 2698, *et seq.*
- 2.3 Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

- 2.4 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.5 On January 9, 2024, Plaintiff Wynn dismissed his class claims in the Superior Court and submitted his individual wage-and-hour claims to arbitration. Plaintiff Wynn's arbitration demand was submitted to JAMS on February 2, 2024, and was assigned Reference No. 5130000679.
- 2.6 On July 19, 2024, the Court compelled Plaintiff Mitchell's individual PAGA claims to arbitration. Plaintiff Mitchell initiated arbitration with JAMS on July 31, 2024, and the matter was assigned Reference No. 52400002481
- 2.7 On July 31, 2025, the Parties participated in a full-day mediation presided over by Jeffrey Fuchsman, Esq., which led to this Agreement to settle the Action.
- 2.8 Prior to mediation, Plaintiffs obtained, through both formal discovery in arbitration and informal discovery, the relevant policies, procedures, and data from Defendant.
- 2.9 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay Two Hundred Eighty Thousand Dollars Zero Cents (\$280,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.3%, which is currently estimated to be \$93,333.33, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate

the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2 To Plaintiffs: An enhancement payment not to exceed \$5,000.00 to each Plaintiff (totaling \$10,000.00), subject to Court approval. This payment will be in addition to any Individual PAGA Payment to which the named Plaintiffs are entitled to receive. Defendants will not oppose Plaintiffs' request for an Enhancement Payment that does not exceed this amount. If the Court awards an amount less than the maximum enhancement payment to each Plaintiff the difference shall go towards the Net Settlement Amount.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$4,700.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than or the Court approves payment less than \$4,700.00, the Administrator will retain the remainder in the Net Settlement Amount. If upon a showing of good cause the Court approves an increased Administrator Expenses Payment, such sum shall be taken out of the Net Settlement Amount.
- 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$151,966.67 to be paid from the Gross Settlement Amount, with 75% (\$113,975.00) allocated to the LWDA PAGA Payment and 25% (\$37,991.67) allocated to the Individual PAGA Payments.
 - 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$37,991.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 226 Aggrieved Employees who worked a total of 7,150 PAGA Pay Periods.
- 4.2 Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding

address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and all PAGA Notices including but not limited to the alleged failure to pay all minimum wages and overtime or provide premium compensation at 1.5x or 2.0x the regular rate; the alleged failure to provide compliant meal breaks and rest breaks and/or premium compensation in lieu thereof at the regular rate; the alleged failure to provide accurate wage statements; the alleged failure to reimburse for business expenses; the alleged failure to provide paid sick leave and/or to pay the same at the regular rate of pay; the alleged failure to maintain accurate employment and payroll records; the alleged untimely payment of wages during employment and the alleged failure to pay all final wages when due.

5.2 Release by Plaintiffs And PAGA Counsel:

Plaintiffs and PAGA Counsel release, on behalf of themselves and all present and former attorneys, employees, agents, successors and assigns, the Released Parties, from all claims for PAGA Fees and Litigation Expenses incurred in connection with the litigation of the Operative Complaint and the PAGA Period facts.

Nothing in this Agreement shall be construed as a release of any individual wage-and-hour claims asserted by Plaintiffs in their respective arbitration proceedings with JAMS, titled *Wynn v. Avanath Communities, Inc., et al* (JAMS Reference Number 5130000679), and *Mitchell v. Avanath Realty, Inc.*, (JAMS Reference No. 52400002481).

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a draft of the parties' Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator. The Parties agree that the motion for Approval of the PAGA settlement will be filed in the matter of *Wynn v Avanath Communities, Inc., et al.*, Sacramento County Superior Court, Case No. 23CV007905

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Parties are unable to resolve those differences, they will appeal to the mediator, Jeff Fuchsman, Esq., and request a joint session to resolve their disputes. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel

and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If after good faith efforts are made, the Parties are still unable to resolve the Court's concerns to effect the Settlement as contemplated herein, this Agreement shall become null and void and the Actions shall be returned their status as of the date of mediation with Jeff Fuchsman, Esq. (July 31, 2025) as if no Settlement had been reached.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** The PAGA Settlement is based on an estimate that there are 7,150 pay periods worked by aggrieved employees during the PAGA Period as of July 31, 2025. If the number of pay periods worked by aggrieved employees during the PAGA Period exceeds 7,865 (i.e., 10% more than the number of pay periods estimated as of July 31, 2025), then at Defendants' election, the PAGA Settlement will (i) increase by 1% for every 1% over the 10% threshold or (ii) the PAGA Period will end on the date the number of pay periods equals 7,865. Under the first option, the PAGA Settlement shall only increase in whole percentage increments and only if the number of workweeks is at least 0.5% above the next threshold (e.g., 10.5-10.9% increases to 11%; 10.1-10.4% remains 10%).

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement under CCP Section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement. The Court shall retain jurisdiction for purposes of (i)

enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint and/or the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and

supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Jeff Fuchsman, Esq. and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds,

Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
David Arakelyan
d.arakelyan@d.law
D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

To Defendants:

Paul M. Smith
paul.smith@ogletree.com
Ace T. Tate
ace.tate@ogletree.com
Ogletree, Deakins, Nash, Smoak & Stewart PC.
400 Capitol Mall, Suite 2800
Sacramento, CA 95814

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

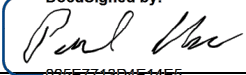
Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.

10.17 Publicity. Plaintiffs and PAGA Counsel agree not to issue a press release regarding the Settlement, respond to press/media inquiries other than state the case has resolved and identify publicly available settlement documents or publicize this Settlement in any way except in Court filings. Plaintiffs will not disparage Released Parties or their counsel. Plaintiffs also agree not to publicly speculate about the motivations behind the decision of Defendants to settle this Action. Defendants may, however, disclose the terms of this Settlement as it deems necessary prior to the Court granting Final Approval of Settlement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: 11/27/2025

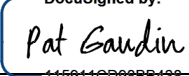
DocuSigned by:

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Paul Nathan Wynn, Individually and on behalf of the State of California

Dated: _____

Roman Mitchell, Individually and on behalf of the State of California

Dated: 08-Dec-2025

DocuSigned by:

115911CD968B438...

Pat Gaudin, Executive Vice President – Human Resources, on behalf of: AVANATH COMMUNITIES, INC.; AVANATH REALTY, INC.; and AVANATH CAPITAL MANAGEMENT, LLC

Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, the date to bring a case to trial under Code of Civil Procedure section 583.310 shall be extended for the entire period of this settlement process.

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HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS THEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

Dated: _____

Paul Nathan Wynn, Individually and on
behalf of the State of California

Dated: 11/24/2025 _____

DocuSigned by:

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Roman Mitchell, Individually and on behalf
of the State of California

Dated: _____

Pat Gaudin, Executive Vice President –
Human Resources, on behalf of:
AVANATH COMMUNITIES, INC.;
AVANATH REALTY, INC.; and
AVANATH CAPITAL MANAGEMENT,
LLC

EXHIBIT 2

Wynn v. Avanath Communities, Inc., et al.

Litigation Costs

Service Date		Details		Provider		Amount
9/1/23		PAGA Submission		LWDA		\$ 75.00
9/1/23		LWDA Postage		USPS		\$ 32.07
9/5/23		Summons & Complaint		Rapid Legal		\$ 1,606.80
9/14/23		Process of Service - Summons and Complaint (Avanath Communities, Inc)		Rapid Legal		\$ 77.25
9/14/23		Process of Service - Summons and Complaint (Avanath Reality, Inc.)		Rapid Legal		\$ 77.25
9/14/23		Process of Service - Summons and Complaint (Avanath Capital Management, LLC)		Rapid Legal		\$ 77.25
9/14/23		LWDA Postage - Amended PAGA Letter		USPS		\$ 22.26
9/19/23		Court Filings of Proof of Service of Summons		Rapid Legal		\$ 154.50
9/19/23		Court Filings of Proof of Service of Summons		Rapid Legal		\$ 154.50
9/19/23		Court Filings of Proof of Service of Summons		Rapid Legal		\$ 51.50
11/9/23		Court Filing of Amended Complaint		Rapid Legal		\$ 128.75
1/9/24		Court Filing of Request for Dismissal of First Through Seventh Causes of Action		Rapid Legal		\$ 87.55
4/29/24		Efiling of Notice of ISC Minute Order		Rapid Legal		\$ 14.37
5/3/24		Efiling of Joint Case Management Statement		Rapid Legal		\$ 14.37
10/2/24		Efiling of Notice of Change of Address		Rapid Legal		\$ 14.94
4/11/25		Efiling of Department Relocation		Rapid Legal		\$ 14.37
4/29/24		Efiling of Minute Order (4.12.24)		Rapid Legal		\$ 14.37
5/3/24		Efiling Joint Case Management Statement (5.17.24)		Rapid Legal		\$ 14.37
10/2/24		Efiling of Notice of Change of Address		Rapid Legal		\$ 14.94
6/18/25		Mediation Fee		Mediation LLC		\$ 6,000.00
8/12/25		Expert Analysis Fee		Berger Consulting		\$ 3,307.50
10/31/25		Efiling of Joint Stip. To Extend Plf's Deadline to File PAGA Approval		Rapid Legal		\$ 15.01
11/20/25		Efiling of Joint Stip. To Continue the Hearig on the Motion for PAGA Approval		Rapid Legal		\$ 35.71
12/19/25		Efiling of Joint Stip. For Leave to File a Consolidated Complaint		Rapid Legal		\$ 15.01
1/14/26		Efiling of Second Amended Complaint		Rapid Legal		\$ 15.01
TBD		Efiling of Motion for PAGA Approval		Rapid Legal		\$ 75.01
TBD		Efiling of Notice of Entry of Order		Rapid Legal		\$ 15.01

Total \$ 12,017.60

EXHIBIT 3

Attorney	Total Time	Rate	Total Billable Amount
David Arakelyan	115.2	\$ 585.00	\$ 67,392.00
David Keledjian	34.2	\$ 925.00	\$ 31,635.00
Kevin Burns	2.6	\$ 475.00	\$ 1,235.00
Pola Bernabe	0.4	\$ 475.00	\$ 190.00
Total	152.4		\$ 100,452.00

Paralegal	Total Time	Rate	Total Billable Amount
Jordan Floyd	5.1	\$ 250.00	\$ 1,275.00
Brent Insua	1.5	\$ 275.00	\$ 412.50
Katheryn Perez	1.3	\$ 250.00	\$ 325.00
Silvia Pimentel	1.2	\$ 350.00	\$ 420.00
Akiko Iwata	0.5	\$ 275.00	\$ 137.50
Janet Linares	0.6	\$ 250.00	\$ 150.00
Total	10.2		\$ 2,720.00

Grand Total	Total Time		Total Billable Amount
Attorneys	152.4		\$ 100,452.00
Paralegals	10.2		\$ 2,720.00
Total	162.6		\$ 103,172.00

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
207673	Wynn v. Avanath Communities, Inc	9/4/23	2.3	David Keledjian	Review if case file and all docs for claims and theories of liability.
207673	Wynn v. Avanath Communities, Inc	9/4/23	1.6	David Keledjian	Draft complaint and PAGA Letter
207673	Wynn v. Avanath Communities, Inc	9/7/23	0.2	David Arakelyan	Revise PAGA letter
207673	Wynn v. Avanath Communities, Inc	9/26/23	0.5	David Arakelyan	Review employment paperwork and termination claims;
207673	Wynn v. Avanath Communities, Inc	9/27/23	0.2	David Arakelyan	Call/email to Payl Wynn re: getting in touch and speaking re: WT claims
207673	Wynn v. Avanath Communities, Inc	9/29/23	0.2	David Arakelyan	Check status of CMC; email staff re: updating calendar
207673	Wynn v. Avanath Communities, Inc	9/29/23	0.1	David Arakelyan	Call client re: WT intake (no response)
207673	Wynn v. Avanath Communities, Inc	10/2/23	0.1	David Arakelyan	Call/voicemail for client
207673	Wynn v. Avanath Communities, Inc	10/3/23	0.2	Jordan Floyd	Review/analyze re check status of documents and dates for Case Management Conference.
207673	Wynn v. Avanath Communities, Inc	10/3/23	0.2	Jordan Floyd	Document/File Management re retrieve and upload Proofs of Service of Summons.
207673	Wynn v. Avanath Communities, Inc	10/5/23	1.9	Kevin Burns	Research
207673	Wynn v. Avanath Communities, Inc	10/5/23	0.1	Jordan Floyd	Document/File Management re retrieve and upload POS of Summons.
207673	Wynn v. Avanath Communities, Inc	10/5/23	1.0	David Arakelyan	WT Intake with client; update intake sheet
207673	Wynn v. Avanath Communities, Inc	10/10/23	0.1	David Arakelyan	Confirm POSS submission to Court/filing
207673	Wynn v. Avanath Communities, Inc	10/11/23	0.5	David Arakelyan	Call with OC re: arbitration
207673	Wynn v. Avanath Communities, Inc	10/20/23	0.1	David Arakelyan	Retrieve arb agreement; title/add to Neos and shared folder
207673	Wynn v. Avanath Communities, Inc	10/30/23	0.2	David Arakelyan	Review court docket re stip; follow up on PAGA deadline; update case sheet
207673	Wynn v. Avanath Communities, Inc	11/3/23	0.4	David Arakelyan	Draft FAC adding PAGA
207673	Wynn v. Avanath Communities, Inc	11/7/23	0.1	David Arakelyan	Follow up on status of stipulation (not on docket, not signed)
207673	Wynn v. Avanath Communities, Inc	11/7/23	0.4	David Keledjian	Review and revise FAC.
207673	Wynn v. Avanath Communities, Inc	11/9/23	0.1	David Arakelyan	Email OC re: e-service agreement
207673	Wynn v. Avanath Communities, Inc	11/9/23	1.0	Jordan Floyd	Draft/revise re file First Amended Complaint.
207673	Wynn v. Avanath Communities, Inc	11/9/23	0.3	Silvia Pimentel	File review with Jordan
207673	Wynn v. Avanath Communities, Inc	12/1/23	0.2	David Arakelyan	Retrieve CMO; update case list with calendaring items
207673	Wynn v. Avanath Communities, Inc	12/12/23	0.1	David Arakelyan	Reply to OC re: extension; check with DK
207673	Wynn v. Avanath Communities, Inc	12/13/23	0.1	Kevin Burns	Drafted notice of unavailability
207673	Wynn v. Avanath Communities, Inc	12/20/23	0.3	David Arakelyan	Review outstanding case items and update case list; notes to DK
207673	Wynn v. Avanath Communities, Inc	12/21/23	0.2	David Arakelyan	Phone conversation with client re: dismissal of class claims, worker's comp case, and WT claims
207673	Wynn v. Avanath Communities, Inc	12/21/23	0.1	David Arakelyan	Discuss Plaintiff's claims and WT issue with DK
207673	Wynn v. Avanath Communities, Inc	12/21/23	0.1	David Arakelyan	Email follow up to client re: dismissal of class claims
207673	Wynn v. Avanath Communities, Inc	12/21/23	0.1	David Arakelyan	Email Emil and Team re: worker's compensation claims
207673	Wynn v. Avanath Communities, Inc	12/21/23	0.1	David Arakelyan	Email to client re: WC attorney contact info
207673	Wynn v. Avanath Communities, Inc	12/22/23	1.0	David Arakelyan	Draft arbitration demand for JAMS
207673	Wynn v. Avanath Communities, Inc	1/5/24	0.2	David Arakelyan	Review case status and list of outstanding items; note to DK
207673	Wynn v. Avanath Communities, Inc	1/8/24	0.1	Kevin Burns	Spoke with client about declining wrongful termination claims
207673	Wynn v. Avanath Communities, Inc	1/8/24	0.8	Jordan Floyd	Manage data/files re file and serve Request for Dismissal documents.
207673	Wynn v. Avanath Communities, Inc	1/9/24	0.2	David Arakelyan	Review and finalize arbitration demand for submission
207673	Wynn v. Avanath Communities, Inc	1/16/24	0.2	David Arakelyan	Phone call with Marlene at Ratto re: Wynn WC claims
207673	Wynn v. Avanath Communities, Inc	1/16/24	0.1	David Arakelyan	Email to Team David re: WC claims and convo with Ratto Law
207673	Wynn v. Avanath Communities, Inc	1/17/24	0.1	David Arakelyan	Check court docket re: dismissal (not signed); update case notes
207673	Wynn v. Avanath Communities, Inc	1/17/24	0.1	Katheryn Perez	tagging calendared event to the case.
207673	Wynn v. Avanath Communities, Inc	1/24/24	0.1	David Arakelyan	Follow up email to WC counsel re: client's status
207673	Wynn v. Avanath Communities, Inc	1/30/24	0.2	David Arakelyan	Confirm dismissal order signed re: class claims; retrieve; f/up with JF re: adding to file
207673	Wynn v. Avanath Communities, Inc	2/1/24	0.1	Jordan Floyd	Document/File Management re add document to file.
207673	Wynn v. Avanath Communities, Inc	2/2/24	0.9	David Arakelyan	Submit Demand for Arbitration to JAMS
207673	Wynn v. Avanath Communities, Inc	2/2/24	0.9	David Arakelyan	Draft discovery requests
207673	Wynn v. Avanath Communities, Inc	2/5/24	0.6	Jordan Floyd	Draft/revise re serving discovery requests to defendant's counsel.
207673	Wynn v. Avanath Communities, Inc	2/7/24	0.1	David Arakelyan	Confirm service of discovery and add date to board
207673	Wynn v. Avanath Communities, Inc	2/7/24	0.2	David Arakelyan	Extract POS from arb demand; submit to JAMS
207673	Wynn v. Avanath Communities, Inc	2/8/24	0.2	Katheryn Perez	Uploaded conformed copy of FAC to the LWDA website.
207673	Wynn v. Avanath Communities, Inc	2/12/24	0.2	David Arakelyan	Review mediation request notice from JAMS; email to DK re: course of action
207673	Wynn v. Avanath Communities, Inc	2/14/24	0.3	David Arakelyan	Review arbitration file; put in tasks re: invoice payment and deadline; note to DK re: pending items; review JAMS portal
207673	Wynn v. Avanath Communities, Inc	2/22/24	0.6	David Arakelyan	Research arbitrators; rank and strike; discuss with DK
207673	Wynn v. Avanath Communities, Inc	2/22/24	0.1	David Arakelyan	Email DY re: arbitrators
207673	Wynn v. Avanath Communities, Inc	2/23/24	0.2	David Arakelyan	Finalize rank/strike list; forward to JF for submission
207673	Wynn v. Avanath Communities, Inc	2/23/24	0.1	David Arakelyan	Email rank/strike list to JAMS
207673	Wynn v. Avanath Communities, Inc	2/26/24	0.1	Jordan Floyd	Document/File Management re retrieve and upload document.
207673	Wynn v. Avanath Communities, Inc	2/27/24	0.2	David Arakelyan	Review case and update notes on case sheet
207673	Wynn v. Avanath Communities, Inc	3/1/24	0.2	David Arakelyan	Confirm invoice payment by D: retrieve files and send to JF for filing
207673	Wynn v. Avanath Communities, Inc	3/5/24	0.4	David Arakelyan	Follow up on arbitrator appointment and invoice due date; create tasks and deadlines for JF to calendar; review all paperwork
207673	Wynn v. Avanath Communities, Inc	3/6/24	0.1	David Arakelyan	Review discovery deadlines and update case sheet/board
207673	Wynn v. Avanath Communities, Inc	3/6/24	0.1	David Arakelyan	Review arbitration docs and tasks; update case sheet
207673	Wynn v. Avanath Communities, Inc	3/11/24	0.2	David Arakelyan	Review D's discovery responses; follow up re: calendaring
207673	Wynn v. Avanath Communities, Inc	3/20/24	0.2	David Arakelyan	Email to OC re: meet/confer call
207673	Wynn v. Avanath Communities, Inc	3/20/24	0.1	David Arakelyan	Send OC invitation to a call
207673	Wynn v. Avanath Communities, Inc	3/21/24	0.2	David Arakelyan	Follow up on invoice payment in JAMS; send confirmation to JF for filing
207673	Wynn v. Avanath Communities, Inc	3/21/24	0.1	David Arakelyan	Respond to arbitrator re: CMC availability; check calendar
207673	Wynn v. Avanath Communities, Inc	3/22/24	0.1	David Arakelyan	Review case-related items; note to DK; update case sheet
207673	Wynn v. Avanath Communities, Inc	3/22/24	0.1	David Arakelyan	Reach out to D re: rescheduling call
207673	Wynn v. Avanath Communities, Inc	3/25/24	0.1	David Arakelyan	Call and voicemail for Sacramento court re: statement
207673	Wynn v. Avanath Communities, Inc	3/25/24	0.1	David Arakelyan	Call/voicemail re: statement
207673	Wynn v. Avanath Communities, Inc	3/25/24	0.4	David Arakelyan	Draft joint CMS
207673	Wynn v. Avanath Communities, Inc	3/25/24	0.1	David Arakelyan	Email OC re: CMS
207673	Wynn v. Avanath Communities, Inc	3/26/24	0.1	David Arakelyan	Discuss discovery-related issues with DK
207673	Wynn v. Avanath Communities, Inc	3/27/24	0.6	David Arakelyan	Call with OC re: CMC, discovery and mediation
207673	Wynn v. Avanath Communities, Inc	3/27/24	0.2	David Arakelyan	Discuss call with OC and pending tasks with DK
207673	Wynn v. Avanath Communities, Inc	3/27/24	0.3	David Arakelyan	Email to DK and DY re: related cases
207673	Wynn v. Avanath Communities, Inc	3/28/24	0.1	David Arakelyan	Review joint CMS and inform OC re: finalization
207673	Wynn v. Avanath Communities, Inc	3/29/24	0.2	David Arakelyan	Review and update case; check docket for CMS; enter notes
207673	Wynn v. Avanath Communities, Inc	3/29/24	0.1	David Arakelyan	Discuss items pertaining to call with OC with DK

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
207673	Wynn v. Avanath Communities, Inc	3/29/24	0.1	David Arakelyan	Review JAMS letter re: Pichon; forward to JF to add to file
207673	Wynn v. Avanath Communities, Inc	4/1/24	0.1	David Arakelyan	Note to DY re: backfiled cases and course of action
207673	Wynn v. Avanath Communities, Inc	4/3/24	0.1	David Arakelyan	Follow up re: JAMS arb call; retrieve notice and send to JF; create tasks
207673	Wynn v. Avanath Communities, Inc	4/3/24	0.2	David Arakelyan	Review case and create list of items to follow up; update case notes
207673	Wynn v. Avanath Communities, Inc	4/9/24	1.0	David Arakelyan	Draft JAMS preliminary hearing conference response; review with DK
207673	Wynn v. Avanath Communities, Inc	4/9/24	0.1	David Arakelyan	Email OC re: prelim hearing conference checklist response
207673	Wynn v. Avanath Communities, Inc	4/9/24	0.2	David Arakelyan	Finalize and submit the checklist response to JAMS
207673	Wynn v. Avanath Communities, Inc	4/9/24	0.1	David Arakelyan	Respond to OC re: response to JAMS and declaration re: dismissal
207673	Wynn v. Avanath Communities, Inc	4/9/24	0.9	David Keledjian	Review of JAMS Prelim Hearing Statement
207673	Wynn v. Avanath Communities, Inc	4/10/24	1.1	David Arakelyan	Appear for/attend Arb CMC
207673	Wynn v. Avanath Communities, Inc	4/11/24	0.1	David Arakelyan	Review court docket re: CMC and CMS (not filed)
207673	Wynn v. Avanath Communities, Inc	4/11/24	0.1	David Arakelyan	Email OC re: status of joint CMS filing
207673	Wynn v. Avanath Communities, Inc	4/12/24	0.1	David Arakelyan	Prep for CMC
207673	Wynn v. Avanath Communities, Inc	4/12/24	0.1	David Arakelyan	Check time and tech preparedness for CMC; retrieve CMS
207673	Wynn v. Avanath Communities, Inc	4/12/24	0.3	David Arakelyan	Appear at CMC
207673	Wynn v. Avanath Communities, Inc	4/12/24	0.1	David Arakelyan	Update case notes
207673	Wynn v. Avanath Communities, Inc	4/12/24	0.1	David Arakelyan	Respond to OC re: CMC
207673	Wynn v. Avanath Communities, Inc	4/12/24	0.2	David Arakelyan	Retrieve court CMO; update case sheet and CMC list; create tasks re: CMC
207673	Wynn v. Avanath Communities, Inc	4/12/24	0.3	David Arakelyan	Email court clerk re: dismissal, submission of CMS, etc.
207673	Wynn v. Avanath Communities, Inc	4/12/24	0.3	David Arakelyan	Email to OC re: MTC extension, new CMC date, dismissal of PAGA, mediation, etc.
207673	Wynn v. Avanath Communities, Inc	4/15/24	0.1	David Arakelyan	Email OC re: arbitration of PAGA claim
207673	Wynn v. Avanath Communities, Inc	4/15/24	0.1	David Arakelyan	Draft response to OC re: arbitration of PAGA claim
207673	Wynn v. Avanath Communities, Inc	4/15/24	0.1	David Arakelyan	Review arbitration agreement
207673	Wynn v. Avanath Communities, Inc	4/15/24	0.2	David Arakelyan	Retrieve scheduling order; create tasks and deadlines
207673	Wynn v. Avanath Communities, Inc	4/17/24	0.1	David Arakelyan	Retrieve JAMS notices and forward to JF for filing/calendaring
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.4	David Arakelyan	Review arbitration scheduling order and related notices; extract dates and calendaring items; create tasks for JF and DA
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.5	David Arakelyan	Draft Rule 17 exchange; review, organize, and combine documents
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.1	David Arakelyan	Email client re: doc production and witnesses for Rule 17 exchange
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.3	David Arakelyan	Review discovery responses for objections and MC letter prep
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.9	David Arakelyan	Draft meet/confer letter to OC
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.2	David Arakelyan	Discuss MC letter with DK
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.3	David Arakelyan	Finalize MC letter and add cite regarding recent caselaw on ind/rep PAGA
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.1	David Arakelyan	Email OC with meet/confer letter
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.1	David Arakelyan	Call/text client (no response)
207673	Wynn v. Avanath Communities, Inc	4/25/24	1.5	David Arakelyan	Work on motion to compel employee list in arbitration
207673	Wynn v. Avanath Communities, Inc	4/25/24	0.8	David Keledjian	Review and Revise Meet and Confer Letter to OC
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.1	David Arakelyan	Retrieve CMO; ask JF to serve
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.3	David Arakelyan	Draft CMS; follow up on CMO
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.1	David Arakelyan	Email OC re: CMS
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.6	David Arakelyan	Finish drafting the motion for witness list
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.1	David Arakelyan	Text client re: call today
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.3	David Arakelyan	Review motion with DK
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.1	David Arakelyan	Update top filed cases sheet with info re: case
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.1	David Arakelyan	Update top filed cases sheet with info re: case
207673	Wynn v. Avanath Communities, Inc	4/26/24	2.4	David Keledjian	Review and Revise Motion to Compel EE contact list.
207673	Wynn v. Avanath Communities, Inc	4/26/24	0.3	David Keledjian	Meeting with DA Re: Motion to Compel Employee List
207673	Wynn v. Avanath Communities, Inc	4/29/24	0.1	David Arakelyan	Follow up text to client re: documents and witness list
207673	Wynn v. Avanath Communities, Inc	4/30/24	0.8	David Arakelyan	Finalize the motion for production of class list
207673	Wynn v. Avanath Communities, Inc	4/30/24	0.1	David Arakelyan	Text client re: producing docs
207673	Wynn v. Avanath Communities, Inc	4/30/24	0.1	David Arakelyan	Attempted calls to client (no response, no voicemail)
207673	Wynn v. Avanath Communities, Inc	4/30/24	0.4	David Arakelyan	Finalize and submit motion re: list production to JAMS
207673	Wynn v. Avanath Communities, Inc	4/30/24	0.1	David Arakelyan	Call and text to client after listening to his voicemail
207673	Wynn v. Avanath Communities, Inc	5/1/24	0.2	David Arakelyan	Exchanging text messages with client re: documents
207673	Wynn v. Avanath Communities, Inc	5/1/24	0.3	David Arakelyan	Call with client re: documents and Rule 17 exchange
207673	Wynn v. Avanath Communities, Inc	5/1/24	0.1	David Arakelyan	Follow up with JF re: redacting docs and production
207673	Wynn v. Avanath Communities, Inc	5/1/24	0.1	David Arakelyan	Continued efforts to reach client re: doc production; text messages
207673	Wynn v. Avanath Communities, Inc	5/1/24	0.1	David Arakelyan	Email client confirming production today and requesting remaining documents
207673	Wynn v. Avanath Communities, Inc	5/1/24	0.2	David Arakelyan	Review docs and redactions with JF
207673	Wynn v. Avanath Communities, Inc	5/1/24	0.2	David Arakelyan	Finalize Rule 17 and docs for service
207673	Wynn v. Avanath Communities, Inc	5/2/24	0.1	David Arakelyan	Retrieve and download Rule 17 production; create task for JF to file
207673	Wynn v. Avanath Communities, Inc	5/2/24	0.2	David Arakelyan	Update CMS formatting; finalize and create PDF for filing
207673	Wynn v. Avanath Communities, Inc	5/2/24	0.1	David Arakelyan	Respond to OC re: CMS
207673	Wynn v. Avanath Communities, Inc	5/2/24	0.5	David Keledjian	Review and Revise Rule 17 Exchanges
207673	Wynn v. Avanath Communities, Inc	5/3/24	0.2	David Arakelyan	Review case status, outstanding items, note to DK
207673	Wynn v. Avanath Communities, Inc	5/3/24	0.1	David Arakelyan	Email client re: additional docs re: Rule 17 exchange
207673	Wynn v. Avanath Communities, Inc	5/3/24	0.1	David Arakelyan	Note to DK re: arbitration issues
207673	Wynn v. Avanath Communities, Inc	5/9/24	0.1	David Arakelyan	Reminder email to client re: documents to be produced for Rule 17 exchange supplement
207673	Wynn v. Avanath Communities, Inc	5/9/24	0.1	David Arakelyan	Respond to OC with two-week discovery extension
207673	Wynn v. Avanath Communities, Inc	5/10/24	0.2	David Arakelyan	Reply to DY email re: case status
207673	Wynn v. Avanath Communities, Inc	5/13/24	0.3	David Arakelyan	Follow up on later-filed cases; locate one of the cases on filed list in OC; research both cases; note to DK re: related case notice issue
207673	Wynn v. Avanath Communities, Inc	5/13/24	0.6	David Arakelyan	Review OC production and Rule 17 responses
207673	Wynn v. Avanath Communities, Inc	5/13/24	0.1	David Arakelyan	Email to DK re: Rule 17 exchanges
207673	Wynn v. Avanath Communities, Inc	5/13/24	0.2	David Keledjian	Review of Def.'s Rule 17 Exchanges
207673	Wynn v. Avanath Communities, Inc	5/15/24	0.3	David Arakelyan	Review OC's opposition to the Motion to Compel; notes re: reply
207673	Wynn v. Avanath Communities, Inc	5/15/24	0.1	David Arakelyan	Create follow up tasks re: reply and opposition
207673	Wynn v. Avanath Communities, Inc	5/15/24	0.2	David Arakelyan	Discuss points to be made in reply
207673	Wynn v. Avanath Communities, Inc	5/16/24	0.1	Jordan Floyd	Manage data/files re review court docket and retrieve tentative ruling.
207673	Wynn v. Avanath Communities, Inc	5/17/24	0.1	David Arakelyan	Review tentative; follow up with JF re: contesting
207673	Wynn v. Avanath Communities, Inc	5/17/24	0.1	David Arakelyan	Update case notes re: CMC and stay
207673	Wynn v. Avanath Communities, Inc	5/17/24	2.4	David Arakelyan	Draft Reply re: MTC witness list
207673	Wynn v. Avanath Communities, Inc	5/20/24	0.2	David Arakelyan	Discuss reply to Arb motion with DK

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
207673	Wynn v. Avanath Communities, Inc	5/20/24	0.5	David Arakelyan	Research/draft reply
207673	Wynn v. Avanath Communities, Inc	5/20/24	0.2	David Arakelyan	Convert reply to PDF; create tabs; create task for JF to file; follow up
207673	Wynn v. Avanath Communities, Inc	5/20/24	1.4	David Keledjian	Review of Defendant's Opp. to Motion to Compel EE list and supporting authority.
207673	Wynn v. Avanath Communities, Inc	5/20/24	0.8	David Keledjian	Review and Revise Reply ISO Motion to Compel EE list.
207673	Wynn v. Avanath Communities, Inc	5/21/24	0.1	David Arakelyan	Email arbitrator re: service list
207673	Wynn v. Avanath Communities, Inc	5/21/24	0.2	David Arakelyan	Discuss filing the reply with JF and her not being on the case
207673	Wynn v. Avanath Communities, Inc	5/21/24	0.2	David Arakelyan	Attach POS to reply; file with JAMS
207673	Wynn v. Avanath Communities, Inc	5/24/24	0.1	David Arakelyan	Respond to DY message re: case status
207673	Wynn v. Avanath Communities, Inc	5/30/24	0.2	David Arakelyan	Retrieve and review JAMS decision re: motion to compel
207673	Wynn v. Avanath Communities, Inc	5/31/24	0.1	David Arakelyan	Call to JAMS re: Monday's hearing (no answer)
207673	Wynn v. Avanath Communities, Inc	6/3/24	0.7	David Arakelyan	Hearing on Motion to Compel witness list
207673	Wynn v. Avanath Communities, Inc	6/5/24	0.2	David Arakelyan	Retrieve scheduling order No. 2; update case sheet re: CMC; follow up with JF re: calendaring and adding to file
207673	Wynn v. Avanath Communities, Inc	6/5/24	0.1	David Arakelyan	Retrieve Notice re: CMC; create follow up tasks;
207673	Wynn v. Avanath Communities, Inc	6/11/24	0.1	David Arakelyan	Follow up with JF re: wrong calendaring re: hearing date; create task
207673	Wynn v. Avanath Communities, Inc	6/28/24	0.1	David Arakelyan	Review case and discovery status
207673	Wynn v. Avanath Communities, Inc	7/1/24	0.2	Jordan Floyd	Manage data/files re update case calendar and upload correspondence from Jams.
207673	Wynn v. Avanath Communities, Inc	7/9/24	0.1	David Arakelyan	Discuss CMC issues with JF
207673	Wynn v. Avanath Communities, Inc	7/9/24	0.1	Katheryn Perez	Update excel sheet
207673	Wynn v. Avanath Communities, Inc	7/23/24	0.1	David Arakelyan	Call/email client re: case update
207673	Wynn v. Avanath Communities, Inc	7/25/24	0.3	Katheryn Perez	Upload conformed copies from the docket/RL
207673	Wynn v. Avanath Communities, Inc	8/5/24	0.1	David Arakelyan	Update case notes; note to DK re: pending items
207673	Wynn v. Avanath Communities, Inc	8/13/24	0.6	David Arakelyan	Draft discovery and review arbitration orders ahead of hearing
207673	Wynn v. Avanath Communities, Inc	8/13/24	0.5	David Arakelyan	Arbitration CMC appearance
207673	Wynn v. Avanath Communities, Inc	8/13/24	0.3	David Arakelyan	Follow up on arbitration: update discovery, calendaring and other items; update notes
207673	Wynn v. Avanath Communities, Inc	8/16/24	0.2	David Arakelyan	Follow up on outstanding items: calendar discovery deadline; update service list; review upcoming deadlines in the case
207673	Wynn v. Avanath Communities, Inc	9/5/24	0.3	David Arakelyan	Draft/send response to DY re: his inquiry about this case
207673	Wynn v. Avanath Communities, Inc	9/9/24	0.5	Katheryn Perez	Draft ntc of change of address
207673	Wynn v. Avanath Communities, Inc	9/17/24	0.1	David Arakelyan	Respond to OC granting extension to discovery responses
207673	Wynn v. Avanath Communities, Inc	10/3/24	0.1	David Arakelyan	Confirm discovery deadlines and extension
207673	Wynn v. Avanath Communities, Inc	10/4/24	0.1	David Arakelyan	Email OC re: discovery extension
207673	Wynn v. Avanath Communities, Inc	10/7/24	0.1	David Arakelyan	Note to Pola re: CMC
207673	Wynn v. Avanath Communities, Inc	10/7/24	0.1	Katheryn Perez	Upload conformed documents.
207673	Wynn v. Avanath Communities, Inc	10/28/24	0.2	Pola Bernabe	appeared for Claimant at status conference call
207673	Wynn v. Avanath Communities, Inc	10/28/24	0.2	Pola Bernabe	emailed JF DK DA notes re conference; calendaring
207673	Wynn v. Avanath Communities, Inc	10/31/24	0.2	David Arakelyan	Retrieve CMC order from JAMS; update case notes and CMC sheet; send to JF for filing
207673	Wynn v. Avanath Communities, Inc	10/31/24	0.2	David Arakelyan	Follow up on discovery responses: retrieve them; add to file; calendar MTC deadline; update notes; create follow up tasks
207673	Wynn v. Avanath Communities, Inc	11/20/24	0.1	David Arakelyan	Follow up with JAMS case manager re: Claimant's counsel's address
207673	Wynn v. Avanath Communities, Inc	11/20/24	0.5	David Arakelyan	Review Respondent's discovery responses and identify issues to meet/confer about with OC
207673	Wynn v. Avanath Communities, Inc	11/21/24	0.8	David Arakelyan	Start drafting meet/confer letter; review all discovery objections and draft responses to each
207673	Wynn v. Avanath Communities, Inc	11/21/24	0.4	David Arakelyan	Continue working on meet/confer letter
207673	Wynn v. Avanath Communities, Inc	11/21/24	0.6	David Arakelyan	Continue drafting MC letter; consult DK
207673	Wynn v. Avanath Communities, Inc	11/21/24	0.2	David Arakelyan	Continue drafting the MC letter
207673	Wynn v. Avanath Communities, Inc	11/21/24	1.1	David Arakelyan	Continue drafting meet and confer letter
207673	Wynn v. Avanath Communities, Inc	11/21/24	0.4	David Keledjian	Review of Def's Resp. to Written Disc.
207673	Wynn v. Avanath Communities, Inc	11/21/24	0.2	David Keledjian	review and Revise Meet and Confer Letter Re: Disc.
207673	Wynn v. Avanath Communities, Inc	11/22/24	0.5	David Arakelyan	Finalize meet and confer letter to OC
207673	Wynn v. Avanath Communities, Inc	11/22/24	0.2	David Arakelyan	Email OC re: meet and confer letter and e-service list
207673	Wynn v. Avanath Communities, Inc	11/25/24	0.1	David Arakelyan	Respond to OC re: call next week
207673	Wynn v. Avanath Communities, Inc	11/26/24	0.1	David Arakelyan	Note to DK re: case status
207673	Wynn v. Avanath Communities, Inc	12/17/24	0.1	David Arakelyan	Email OC re: status of discovery responses
207673	Wynn v. Avanath Communities, Inc	12/17/24	0.1	David Arakelyan	Respond to OC re: availability; calendar check
207673	Wynn v. Avanath Communities, Inc	12/17/24	0.1	David Arakelyan	Follow up re: Teams link for the call
207673	Wynn v. Avanath Communities, Inc	12/19/24	0.5	David Arakelyan	Call with OC re: mediation and other pending items
207673	Wynn v. Avanath Communities, Inc	12/19/24	0.1	David Arakelyan	Follow up email to OC confirming today's call
207673	Wynn v. Avanath Communities, Inc	12/19/24	0.2	David Arakelyan	Message to DK and DY re: mediation and related issues
207673	Wynn v. Avanath Communities, Inc	12/20/24	0.1	David Arakelyan	Email OC re: mediating with Darren Cohen
207673	Wynn v. Avanath Communities, Inc	1/6/25	0.1	David Arakelyan	Respond to OC re: mediation and postponing Arbitration Conference
207673	Wynn v. Avanath Communities, Inc	1/6/25	0.2	David Arakelyan	Message arbitrator re: postponing the CMC
207673	Wynn v. Avanath Communities, Inc	1/7/25	0.1	David Arakelyan	Respond to arbitrator re: rescheduling conference call
207673	Wynn v. Avanath Communities, Inc	1/10/25	0.2	David Arakelyan	Review outstanding case items; note to DK
207673	Wynn v. Avanath Communities, Inc	1/10/25	0.1	David Arakelyan	Look up arbitration hearing date and add to the hearing/trial list
207673	Wynn v. Avanath Communities, Inc	1/13/25	0.1	David Arakelyan	Note to DK and DY re: OC's email on mediation and JPA with Bokhour
207673	Wynn v. Avanath Communities, Inc	1/13/25	0.1	David Arakelyan	Discuss OC email re: mediation and arbitration with DK
207673	Wynn v. Avanath Communities, Inc	1/15/25	0.1	David Arakelyan	Retrieve Notice re: arbitration hrg; send to JF
207673	Wynn v. Avanath Communities, Inc	1/16/25	0.2	David Arakelyan	CMC Appearance
207673	Wynn v. Avanath Communities, Inc	1/17/25	0.4	Brent Insua	Download and Uploading RapidLegal Invoices
207673	Wynn v. Avanath Communities, Inc	1/17/25	0.3	Brent Insua	Input Values from RapidLegal Invoices.
207673	Wynn v. Avanath Communities, Inc	1/17/25	0.1	Brent Insua	Corrected Values from RapidLegal's Invoices
207673	Wynn v. Avanath Communities, Inc	1/21/25	0.1	David Arakelyan	Attempts to retrieve judge's order
207673	Wynn v. Avanath Communities, Inc	1/21/25	0.2	Brent Insua	Updated Court Information under Case section.
207673	Wynn v. Avanath Communities, Inc	1/21/25	0.7	David Arakelyan	Follow up re: DY questions: retrieve complaint; put together related case comparison; follow up re: status of PAGA
207673	Wynn v. Avanath Communities, Inc	1/21/25	0.1	David Arakelyan	Conversation with DY re: case status and pending mediation talks
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.1	David Arakelyan	Update case notes and CMC sheet with the arbitration CMC details
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.3	David Arakelyan	Draft JPA
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.1	David Arakelyan	Note to DY re: JPA
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.2	David Arakelyan	Email co-counsel Bokhour with the draft of the JPA

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.2	David Arakelyan	Review and finalize the JPA with co-counsel's changes
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.1	David Arakelyan	Email co-counsel, confirming they can circulate JPA for signature
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.1	David Arakelyan	Follow up with JF re: circulating JPA for signature; create task
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.2	David Arakelyan	Call and follow up email with Mr. Wynn re: JPA and pending case updates
207673	Wynn v. Avanath Communities, Inc	1/22/25	0.3	David Keledjian	Review and Revise JPA
207673	Wynn v. Avanath Communities, Inc	1/23/25	0.9	Silvia Pimentel	Opened case
207673	Wynn v. Avanath Communities, Inc	1/23/25	0.1	Jordan Floyd	Plan and prepare for filing of Proof of Service of Summons.
207673	Wynn v. Avanath Communities, Inc	1/23/25	0.4	Jordan Floyd	Plan and prepare for Notice of Case Management Conference.
207673	Wynn v. Avanath Communities, Inc	1/23/25	0.1	Jordan Floyd	Document/File Management re retrieve and upload Notice of Case Reassignment.
207673	Wynn v. Avanath Communities, Inc	1/23/25	0.1	Jordan Floyd	Plan and prepare for re Proof of Service.
207673	Wynn v. Avanath Communities, Inc	1/23/25	0.2	David Arakelyan	Follow up with DY and Janet re: JPA
207673	Wynn v. Avanath Communities, Inc	1/24/25	0.1	David Arakelyan	Email OC re: MTC extension
207673	Wynn v. Avanath Communities, Inc	1/24/25	0.1	Brent Insua	reviewed defendant and counsel info -- all good
207673	Wynn v. Avanath Communities, Inc	1/28/25	0.1	David Arakelyan	Call, text message and email to client re: JPA
207673	Wynn v. Avanath Communities, Inc	1/28/25	0.8	David Arakelyan	Call with client re: JPA, arbitration, PAGA claims, unemployment issues, etc.; follow up email
207673	Wynn v. Avanath Communities, Inc	2/4/25	0.1	David Arakelyan	Call with client to discuss JPA signing; confirmation email
207673	Wynn v. Avanath Communities, Inc	2/5/25	0.1	David Arakelyan	Follow up with client's email re: JPA link; resend form for signature with Kathryn
207673	Wynn v. Avanath Communities, Inc	2/5/25	0.1	David Arakelyan	Respond to client re: signing of JPA
207673	Wynn v. Avanath Communities, Inc	2/6/25	0.2	David Arakelyan	Review and combine with JPA; address technical problems while combining
207673	Wynn v. Avanath Communities, Inc	2/6/25	0.1	David Arakelyan	Send JPA to co-counsel
207673	Wynn v. Avanath Communities, Inc	2/6/25	0.1	David Arakelyan	Email OC and co-counsel thread re: mediation
207673	Wynn v. Avanath Communities, Inc	2/6/25	0.1	David Arakelyan	Respond to co-counsel re: mediation dates
207673	Wynn v. Avanath Communities, Inc	2/6/25	0.1	David Arakelyan	Consult with DK re: mediation dates; respond to OC and co-counsel
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.1	David Arakelyan	Email mediator re: including me on communications
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.1	David Arakelyan	Update case sheet with info re: mediation
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.3	David Arakelyan	Draft mediation data request for joint mediation to send to OC
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.1	David Arakelyan	Email co-counsel re: mediation data requests
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.2	David Arakelyan	Send mediation data request to OC (format text)
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.2	David Arakelyan	Email OC re: arbitration discovery, stay and pushing the hearing date
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.2	David Arakelyan	Mediation scheduling follow up: retrieve documents and review; update case sheet with dates and deadlines; send info to Jordan F. for calendaring and filing
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.1	David Arakelyan	Email mediation invoice to Accounting for payment; provide deadlines
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.1	David Arakelyan	Send confidentiality agreement (signed) to mediator
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.1	Jordan Floyd	Draft/revise re prepare Mediation Confidentiality Agreement for signatures.
207673	Wynn v. Avanath Communities, Inc	2/10/25	0.2	David Keledjian	Review and Revise Mediation Data Request.
207673	Wynn v. Avanath Communities, Inc	2/11/25	0.1	Jordan Floyd	Manage data/files re retrieve and upload executed Mediator's Confidentiality Agreement.
207673	Wynn v. Avanath Communities, Inc	2/11/25	0.1	Jordan Floyd	Manage data/files re update case calendar and upload mediation confirmation documents.
207673	Wynn v. Avanath Communities, Inc	2/11/25	0.1	Jordan Floyd	Manage data/files re upload related case complaint.
207673	Wynn v. Avanath Communities, Inc	2/12/25	0.1	David Arakelyan	Respond to OC re: mediation data and call this week
207673	Wynn v. Avanath Communities, Inc	2/18/25	0.1	David Arakelyan	Email OC re: mediation data concerns
207673	Wynn v. Avanath Communities, Inc	2/19/25	0.2	David Arakelyan	Review OC's mediation data concerns; email co-counsel re: our thoughts
207673	Wynn v. Avanath Communities, Inc	2/19/25	0.5	Kevin Burns	Special appearance for DA for arbitration hearing regarding extending calendar due to mediation scheduled.
207673	Wynn v. Avanath Communities, Inc	2/19/25	0.2	David Arakelyan	Update case sheet with new arb dates and deadlines; create task for calendaring
207673	Wynn v. Avanath Communities, Inc	2/19/25	0.2	David Arakelyan	Respond to OC re: mediation issues and confirm modifications to the mediation data request
207673	Wynn v. Avanath Communities, Inc	2/19/25	0.1	David Arakelyan	Follow up re: MTC deadline; send confirmation email to OC; calendar on board and create task for Jordan F.
207673	Wynn v. Avanath Communities, Inc	2/24/25	0.1	David Arakelyan	Retrieve notice re: September hearing; send to JF for calendaring
207673	Wynn v. Avanath Communities, Inc	2/26/25	0.3	Janet Linares	Update Topfiling/JPA tab
207673	Wynn v. Avanath Communities, Inc	3/7/25	0.1	David Arakelyan	Attempts to log into the case on JAMS (unsuccessful)
207673	Wynn v. Avanath Communities, Inc	3/7/25	0.1	David Arakelyan	Email to arbitrator/case manager re: arbitration hearing-related dates missing from the arbitrator's order
207673	Wynn v. Avanath Communities, Inc	3/10/25	0.1	David Arakelyan	Review email from arbitrator re: missing deadlines; update case sheet; send to Bren for calendaring
207673	Wynn v. Avanath Communities, Inc	3/10/25	0.1	Brent Insua	Calendared Arb dates.
207673	Wynn v. Avanath Communities, Inc	3/13/25	0.1	Janet Linares	Update Topfiling/JPA tab
207673	Wynn v. Avanath Communities, Inc	3/24/25	0.1	David Arakelyan	Review mediation data issues; calendar the due date for production of data; create follow up tasks
207673	Wynn v. Avanath Communities, Inc	3/24/25	0.2	David Arakelyan	Review case status; send update to DK; update case notes and create follow up tasks re: mediation data
207673	Wynn v. Avanath Communities, Inc	3/24/25	0.1	Brent Insua	Calendared 6/2 deadline for Mediation Data Production.
207673	Wynn v. Avanath Communities, Inc	4/15/25	0.1	David Arakelyan	Review email from client
207673	Wynn v. Avanath Communities, Inc	4/15/25	0.1	David Arakelyan	Call, text and email to client re: speaking about case
207673	Wynn v. Avanath Communities, Inc	4/16/25	0.1	David Arakelyan	Email client re: call today and status of mediation
207673	Wynn v. Avanath Communities, Inc	4/16/25	0.3	David Arakelyan	Call with and follow up email to client re: mediation and settlement issues
207673	Wynn v. Avanath Communities, Inc	4/17/25	0.2	Brent Insua	Confirmed no SAC to file the LWDA. Populated PAGA Section. Cannot locate original LWDA letter.
207673	Wynn v. Avanath Communities, Inc	5/15/25	0.1	David Arakelyan	Locate the fully-executed JPA and forward to Janet
207673	Wynn v. Avanath Communities, Inc	5/28/25	0.1	David Arakelyan	Review emails and case notes re: mediation issues and due dates; update case sheet
207673	Wynn v. Avanath Communities, Inc	5/28/25	0.1	David Arakelyan	Email OC re: mediation data due date
207673	Wynn v. Avanath Communities, Inc	6/24/25	0.1	David Arakelyan	Follow up with OC re: status of mediation production
207673	Wynn v. Avanath Communities, Inc	6/24/25	0.1	David Arakelyan	Retrieve confirmation re: invoice payment; send to Jordan for filing
207673	Wynn v. Avanath Communities, Inc	6/24/25	0.2	Akiko Iwata	Inputted topfiling case info to excel sheet and Neos, and linked JPA for Mitchell cases
207673	Wynn v. Avanath Communities, Inc	6/25/25	0.1	Akiko Iwata	Added missing note on topfiling case to spreadsheet
207673	Wynn v. Avanath Communities, Inc	6/27/25	0.2	Akiko Iwata	Added case #, defense counsel, and court location to topfiled case
207673	Wynn v. Avanath Communities, Inc	7/1/25	0.1	David Arakelyan	Email OC re: document production ahead of mediation

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
207673	Wynn v. Avanath Communities, Inc	7/3/25	0.1	David Arakelyan	Follow up email to OC re: status of production
207673	Wynn v. Avanath Communities, Inc	7/8/25	0.1	David Arakelyan	Email OC re: sharing the link for mediation production
207673	Wynn v. Avanath Communities, Inc	7/8/25	0.1	David Arakelyan	Set up access to Sharepoint re: mediation docs
207673	Wynn v. Avanath Communities, Inc	7/8/25	0.2	David Arakelyan	Attempts to open mediation files with Jordan
207673	Wynn v. Avanath Communities, Inc	7/8/25	0.1	David Arakelyan	Email OC re: problems opening the mediation docs and data
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Email Berger re: conflict check and co-counsel info
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Retrieve documents and data produced by OC; send to Jordan for filing
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Email, call and text client re: getting in touch (phone not accepting calls/voicemails)
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Call with client's emergency contact, Carleen Demika (promised to relay message and have client call us back)
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.4	David Arakelyan	Call and follow up email with the client
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Conversation with DK re: client
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Email to client re: conversation tomorrow and his email with concerns
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Email exchange with mediator re: client's IND claims
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Send mediation data to Berger for analysis
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.4	David Arakelyan	Review mediation data and draft an email to OC re: missing items
207673	Wynn v. Avanath Communities, Inc	7/9/25	0.1	David Arakelyan	Send proposed email to OC to co-counsel for review, with comments
207673	Wynn v. Avanath Communities, Inc	7/10/25	0.4	David Arakelyan	Review client's claims; prepare for pre-mediation call
207673	Wynn v. Avanath Communities, Inc	7/10/25	0.4	David Arakelyan	Review client email and put together talking points for discussion during the call
207673	Wynn v. Avanath Communities, Inc	7/10/25	0.1	David Arakelyan	Attempted calls and follow up confirmation email to client (no response)
207673	Wynn v. Avanath Communities, Inc	7/10/25	0.6	David Arakelyan	Call with client re: his email and mediation (call interrupted)
207673	Wynn v. Avanath Communities, Inc	7/10/25	0.2	David Arakelyan	Confirmation email to client re: contents of the interrupted call
207673	Wynn v. Avanath Communities, Inc	7/10/25	0.6	David Arakelyan	Follow up conversation with client re: mediation
207673	Wynn v. Avanath Communities, Inc	7/11/25	0.2	David Arakelyan	Retrieve and review mediation data info from OC; follow up with DK re: questions and potential concerns
207673	Wynn v. Avanath Communities, Inc	7/12/25	0.1	David Arakelyan	Email response to client re: min demand and expectations
207673	Wynn v. Avanath Communities, Inc	7/15/25	0.2	David Arakelyan	Email exchanges with mediator re: call tomorrow; send Teams invitation; forward arbitration demand
207673	Wynn v. Avanath Communities, Inc	7/15/25	0.2	David Arakelyan	Discuss case-related matters and identify mediation issues to address with David K.
207673	Wynn v. Avanath Communities, Inc	7/16/25	0.2	David Arakelyan	Prepare for call with mediator
207673	Wynn v. Avanath Communities, Inc	7/16/25	0.4	David Arakelyan	Call with the mediator re: Plaintiff's IND claims in arbitration and working with co-counsel, mediation brief
207673	Wynn v. Avanath Communities, Inc	7/16/25	0.1	David Arakelyan	Discuss the call with the mediator with Dk
207673	Wynn v. Avanath Communities, Inc	7/16/25	0.2	David Arakelyan	Draft/send email to co-counsel re: mediation issues
207673	Wynn v. Avanath Communities, Inc	7/16/25	0.1	David Arakelyan	Retrieve docs sent from OC; review email response; send to Jordan for filing; add to sharepoint
207673	Wynn v. Avanath Communities, Inc	7/21/25	0.1	David Arakelyan	Review OC email re: data; follow up with expert; respond to OC
207673	Wynn v. Avanath Communities, Inc	7/21/25	0.2	Linda Bobadilla	Uploaded and categorized Def Discovery
207673	Wynn v. Avanath Communities, Inc	7/22/25	0.3	David Arakelyan	Start reviewing mediation docs
207673	Wynn v. Avanath Communities, Inc	7/22/25	0.8	David Arakelyan	Continue review of document production and data; extract exhibits for mediation brief
207673	Wynn v. Avanath Communities, Inc	7/22/25	3.6	David Arakelyan	Continue drafting the brief
207673	Wynn v. Avanath Communities, Inc	7/22/25	3.4	David Arakelyan	Continue working on mediation brief
207673	Wynn v. Avanath Communities, Inc	7/23/25	0.7	David Arakelyan	Continue drafting the mediation brief
207673	Wynn v. Avanath Communities, Inc	7/23/25	1.6	David Arakelyan	Continue working on brief and exhibits; review documents
207673	Wynn v. Avanath Communities, Inc	7/23/25	0.2	David Arakelyan	Draft/send email to co-counsel re: mediation brief and exhibits
207673	Wynn v. Avanath Communities, Inc	7/24/25	0.2	David Arakelyan	Call with co-counsel re: mediation
207673	Wynn v. Avanath Communities, Inc	7/24/25	0.1	David Arakelyan	Email OC re: status of additional production
207673	Wynn v. Avanath Communities, Inc	7/24/25	0.1	David Arakelyan	Email OC with additional data and information
207673	Wynn v. Avanath Communities, Inc	7/24/25	0.8	David Arakelyan	Finalize brief and attach exhibits
207673	Wynn v. Avanath Communities, Inc	7/24/25	0.2	David Arakelyan	Draft/send email to co-counsel with the copy of the brief
207673	Wynn v. Avanath Communities, Inc	7/24/25	4.6	David Keledjian	Review of Defendant's Pre-Mediation Production of Documents and Records (over 300pages)
207673	Wynn v. Avanath Communities, Inc	7/24/25	1.2	David Keledjian	Review and Revise Mediation Brief
207673	Wynn v. Avanath Communities, Inc	7/25/25	0.1	David Arakelyan	Respond to OC re: call on Tuesday
207673	Wynn v. Avanath Communities, Inc	7/25/25	0.1	David Arakelyan	Retrieve mediation damage report and add to file
207673	Wynn v. Avanath Communities, Inc	7/25/25	0.1	David Arakelyan	Email mediator with copy of mediation brief
207673	Wynn v. Avanath Communities, Inc	7/28/25	0.3	David Arakelyan	Send mediation brief and related documents to DK and DY; include summary and various points for their attention
207673	Wynn v. Avanath Communities, Inc	7/28/25	0.2	David Arakelyan	Email expert re: specific questions on mediation analysis report; review report
207673	Wynn v. Avanath Communities, Inc	7/28/25	0.2	Linda Bobadilla	Uploaded related case docs re: Roman Mitchell v. Avanath Realty, Inc.
207673	Wynn v. Avanath Communities, Inc	7/29/25	0.2	David Arakelyan	Review case details and P's claims before mediation
207673	Wynn v. Avanath Communities, Inc	7/29/25	0.5	David Arakelyan	Call with OC re: mediation and Plaintiff's claims
207673	Wynn v. Avanath Communities, Inc	7/29/25	0.5	David Keledjian	Call with OC in Advance of Mediation
207673	Wynn v. Avanath Communities, Inc	7/30/25	1.0	David Arakelyan	Call with mediator re: tomorrow's mediation
207673	Wynn v. Avanath Communities, Inc	7/30/25	0.1	David Arakelyan	Attempted calls and email/text to client re: mediation
207673	Wynn v. Avanath Communities, Inc	7/30/25	0.1	David Arakelyan	Email to co-counsel re: call with mediator
207673	Wynn v. Avanath Communities, Inc	7/30/25	0.1	David Arakelyan	Call and conversation with client's mother re: getting in touch with Wynn
207673	Wynn v. Avanath Communities, Inc	7/30/25	1.2	Linda Bobadilla	Entered and updated cost info in values, docs, and dropbox.
207673	Wynn v. Avanath Communities, Inc	7/30/25	1.0	David Keledjian	Call with Mediator
207673	Wynn v. Avanath Communities, Inc	7/30/25	2.7	David Keledjian	Prepare for Mediation, including review and analysis of expert report.
207673	Wynn v. Avanath Communities, Inc	7/31/25	0.1	David Arakelyan	Follow up re: client contact information update
207673	Wynn v. Avanath Communities, Inc	7/31/25	0.2	David Arakelyan	Draft/send email to client re: mediation items and questions ahead of mediation
207673	Wynn v. Avanath Communities, Inc	7/31/25	0.3	David Arakelyan	Review Ecolab case
207673	Wynn v. Avanath Communities, Inc	7/31/25	0.4	David Arakelyan	Prepare for mediation; review notes and bonus-related issues
207673	Wynn v. Avanath Communities, Inc	7/31/25	0.7	David Arakelyan	Follow up call with the client re: mediation and questions from the mediator
207673	Wynn v. Avanath Communities, Inc	7/31/25	0.2	David Arakelyan	Draft/send email to mediator with answers to his questions
207673	Wynn v. Avanath Communities, Inc	7/31/25	6.6	David Keledjian	Attend and Participate in Mediation
207673	Wynn v. Avanath Communities, Inc	7/31/25	6.0	David Arakelyan	Mediation attendance
207673	Wynn v. Avanath Communities, Inc	8/1/25	0.1	Jordan Floyd	Other re update client's phone number from (916) 534-3591 to (916) 777-3563 per DA task.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
207673	Wynn v. Avanath Communities, Inc	8/5/25	0.2	David Arakelyan	Email to client re: mediator's proposal and acceptance
207673	Wynn v. Avanath Communities, Inc	8/5/25	0.1	David Arakelyan	Email Berger re: final invoice
207673	Wynn v. Avanath Communities, Inc	8/5/25	0.1	David Arakelyan	Discussion with DY re: settlement and allocation of work with Bokhour
207673	Wynn v. Avanath Communities, Inc	8/5/25	0.3	David Arakelyan	Draft/send email to co-counsel re: allocation of work for PAGA approval motion
207673	Wynn v. Avanath Communities, Inc	8/6/25	0.4	David Arakelyan	Put together a sample PAGA agreement and notice draft for co-counsel to draft the final agreement
207673	Wynn v. Avanath Communities, Inc	8/6/25	0.1	David Arakelyan	Email Mehrdad with instructions re: PAGA agreement and notice
207673	Wynn v. Avanath Communities, Inc	8/8/25	0.2	David Arakelyan	Draft/send email to OC with a sample email requesting a quote for approval and question re: translation
207673	Wynn v. Avanath Communities, Inc	8/11/25	0.1	David Arakelyan	Email CPT re: PAGA settlement admin quote
207673	Wynn v. Avanath Communities, Inc	8/11/25	0.1	David Arakelyan	Email Phoenix re: PAGA settlement admin quote
207673	Wynn v. Avanath Communities, Inc	8/11/25	0.1	David Arakelyan	Email Apex re: PAGA settlement admin quote
207673	Wynn v. Avanath Communities, Inc	8/11/25	0.1	David Arakelyan	Email Simpluris re: PAGA settlement admin quote
207673	Wynn v. Avanath Communities, Inc	8/11/25	0.1	David Arakelyan	Email Berger re: status of invoice
207673	Wynn v. Avanath Communities, Inc	8/12/25	0.2	David Arakelyan	Gather all admin quotes; compare the amounts; email co-counsel and OC with details and selection recommendation
207673	Wynn v. Avanath Communities, Inc	8/12/25	0.1	David Arakelyan	Retrieve the invoice from Berger and send to Jordan to add costs
207673	Wynn v. Avanath Communities, Inc	8/12/25	1.0	David Arakelyan	Review and revise the PAGA settlement agreement; draft several new sections
207673	Wynn v. Avanath Communities, Inc	8/12/25	0.2	David Arakelyan	Correspond with co-counsel regarding costs and settlement agreement
207673	Wynn v. Avanath Communities, Inc	8/13/25	0.1	David Arakelyan	Review client email; attempts to call; respond to email requesting a call back
207673	Wynn v. Avanath Communities, Inc	8/13/25	0.3	David Arakelyan	Revise PAGA settlement agreement
207673	Wynn v. Avanath Communities, Inc	8/14/25	1.3	David Keledjian	Review and Revise Long Form Agreement
207673	Wynn v. Avanath Communities, Inc	8/15/25	0.2	David Arakelyan	Discuss revisions to the settlement agreement with David K.
207673	Wynn v. Avanath Communities, Inc	8/15/25	0.3	David Arakelyan	Finalize the settlement agreement per discussion with David K.
207673	Wynn v. Avanath Communities, Inc	8/15/25	0.1	David Arakelyan	Email co-counsel re: settlement agreement draft and changes
207673	Wynn v. Avanath Communities, Inc	8/15/25	0.5	David Arakelyan	Draft PAGA notice
207673	Wynn v. Avanath Communities, Inc	8/15/25	0.1	David Arakelyan	Email OC re: settlement admin and PAGA notice drafts
207673	Wynn v. Avanath Communities, Inc	8/19/25	0.2	David Arakelyan	Call with and follow up email to client re: settlement status, approval process, and loan
207673	Wynn v. Avanath Communities, Inc	8/19/25	0.2	David Arakelyan	Figure out approval motion process with Jordan
207673	Wynn v. Avanath Communities, Inc	8/19/25	0.1	David Arakelyan	Email OC re: individual settlement agreement and approval motion date
207673	Wynn v. Avanath Communities, Inc	8/19/25	0.1	David Arakelyan	Email Dept. 23 re: motion hearing dates in Oct/Nov
207673	Wynn v. Avanath Communities, Inc	8/25/25	0.1	David Arakelyan	Call and voicemail for dept. 23 re: hearing date for PAGA approval
207673	Wynn v. Avanath Communities, Inc	8/25/25	0.3	David Arakelyan	Start drafting a response to client re: his email
207673	Wynn v. Avanath Communities, Inc	8/25/25	0.1	David Arakelyan	Call and voicemail for client re: his email
207673	Wynn v. Avanath Communities, Inc	8/25/25	0.2	David Arakelyan	Finalize/send email to client with responses to his questions
207673	Wynn v. Avanath Communities, Inc	8/25/25	0.1	David Arakelyan	Review JPA, fee split, and other case-related issues
207673	Wynn v. Avanath Communities, Inc	8/28/25	0.1	David Arakelyan	Call and email to client re: loan paperwork status
207673	Wynn v. Avanath Communities, Inc	8/28/25	0.2	David Arakelyan	Respond to ProLegal funding re: questions about settlement
207673	Wynn v. Avanath Communities, Inc	8/28/25	0.1	David Arakelyan	Email to Mr. Wynn re: loan
207673	Wynn v. Avanath Communities, Inc	8/28/25	0.2	David Arakelyan	Call with client re: Pro Legal Funding and interest rates and timeline on settlement approval
207673	Wynn v. Avanath Communities, Inc	8/28/25	0.8	David Arakelyan	Draft/send email to client re: various issues and concerns; find emails from the past to send as attachments
207673	Wynn v. Avanath Communities, Inc	8/29/25	0.2	David Arakelyan	Call, voicemail and email to Dept. 23 re: settlement approval motion
207673	Wynn v. Avanath Communities, Inc	8/29/25	0.2	David Arakelyan	Respond to OC email re: settlement agreement
207673	Wynn v. Avanath Communities, Inc	8/29/25	0.1	David Arakelyan	Email co-counsel re: potential approval hearing in their case
207673	Wynn v. Avanath Communities, Inc	9/2/25	0.1	David Arakelyan	Call and voicemail for Dept. 23 re: PAGA motion approval hearing date
207673	Wynn v. Avanath Communities, Inc	9/2/25	0.2	David Arakelyan	Review and sign the ProLegal funding agreement; retrieve copy and send to Jordan for filing
207673	Wynn v. Avanath Communities, Inc	9/2/25	0.2	David Arakelyan	Respond to OC re: status of agreements, consolidated complaint, etc.
207673	Wynn v. Avanath Communities, Inc	9/2/25	0.1	David Arakelyan	Message to arbitrator re: postponing Thursday's conference
207673	Wynn v. Avanath Communities, Inc	9/2/25	0.1	David Arakelyan	Retrieve the lien confirmation email and send to Jordan for filing; update case notes re: lien
207673	Wynn v. Avanath Communities, Inc	9/2/25	0.2	David Arakelyan	Discuss the filing and consolidated complaint issue with David K.
207673	Wynn v. Avanath Communities, Inc	9/2/25	0.1	David Arakelyan	Respond to OC re: case filing
207673	Wynn v. Avanath Communities, Inc	9/3/25	0.1	David Arakelyan	Call to Dept 22 and 23 re: approval motion (no response)
207673	Wynn v. Avanath Communities, Inc	9/3/25	0.1	David Arakelyan	Confirm that Dept. 23 does not support online reservations
207673	Wynn v. Avanath Communities, Inc	9/3/25	0.1	David Arakelyan	Email OC re: motion hearing dates
207673	Wynn v. Avanath Communities, Inc	9/3/25	0.1	David Arakelyan	Respond to arbitrator's office re: rescheduling arb conference
207673	Wynn v. Avanath Communities, Inc	9/3/25	0.1	Jordan Floyd	Other re update case calendar.
207673	Wynn v. Avanath Communities, Inc	9/4/25	0.2	David Arakelyan	Call with OC re: hearing date and settlement agreement status
207673	Wynn v. Avanath Communities, Inc	9/4/25	0.1	David Arakelyan	Call/email to co-counsel re: funding date and approval date
207673	Wynn v. Avanath Communities, Inc	9/4/25	0.2	David Arakelyan	Draft/send email to Dept. 23 re: reserving a hearing date
207673	Wynn v. Avanath Communities, Inc	9/4/25	0.1	David Arakelyan	Respond to Dept. 23 re: motion hearing date
207673	Wynn v. Avanath Communities, Inc	9/4/25	0.1	David Arakelyan	Follow up with Jordan re: calendaring the motion deadlines; update case sheet
207673	Wynn v. Avanath Communities, Inc	9/4/25	0.1	David Arakelyan	Respond to arbitrator re: potential conference date
207673	Wynn v. Avanath Communities, Inc	9/4/25	0.8	David Arakelyan	Review and revise the PAGA agreement draft from Defendant
207673	Wynn v. Avanath Communities, Inc	9/4/25	1.0	David Arakelyan	Review and revise individual settlement agreement
207673	Wynn v. Avanath Communities, Inc	9/8/25	0.1	Jordan Floyd	Other re update case calendar.
207673	Wynn v. Avanath Communities, Inc	9/9/25	0.9	David Keledjian	Review and Revise Ind. Sett. Agreement
207673	Wynn v. Avanath Communities, Inc	9/10/25	0.3	David Arakelyan	Final review of individual agreement
207673	Wynn v. Avanath Communities, Inc	9/10/25	0.1	David Arakelyan	Email OC re: IND settlement agreement
207673	Wynn v. Avanath Communities, Inc	9/12/25	0.1	David Arakelyan	Follow up re: arbitrator call on 11/5; ask Jordan to calendar
207673	Wynn v. Avanath Communities, Inc	9/18/25	0.1	Jordan Floyd	Other re update costs.
207673	Wynn v. Avanath Communities, Inc	9/18/25	0.6	David Keledjian	Review of Defendant's Changes to Long Form Agreement
207673	Wynn v. Avanath Communities, Inc	9/19/25	0.2	David Arakelyan	Follow up re: arbitration issues and notices; update case sheet and CMC sheet
207673	Wynn v. Avanath Communities, Inc	9/19/25	0.1	David Arakelyan	Follow up re: status of the PAGA agreement
207673	Wynn v. Avanath Communities, Inc	9/19/25	0.1	David Arakelyan	Email co-counsel re: settlement agreement changes and his feedback
207673	Wynn v. Avanath Communities, Inc	9/19/25	0.1	David Arakelyan	Retrieve/send mediator proposal acceptance email to Levon
207673	Wynn v. Avanath Communities, Inc	9/24/25	0.1	Jordan Floyd	Other re update case calendar.
207673	Wynn v. Avanath Communities, Inc	9/29/25	0.1	David Arakelyan	Follow up with OC re: PAGA agreement

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
207673	Wynn v. Avanath Communities, Inc	10/6/25	0.1	David Arakelyan	Discuss status of settlement with David K.
207673	Wynn v. Avanath Communities, Inc	10/7/25	0.1	David Arakelyan	Email OC re: status of settlement agreement
207673	Wynn v. Avanath Communities, Inc	10/8/25	0.3	David Arakelyan	Review OC email re: settlement agreement; review terms at issue; draft a response for DK review
207673	Wynn v. Avanath Communities, Inc	10/8/25	0.1	David Arakelyan	Send email to OC re: call
207673	Wynn v. Avanath Communities, Inc	10/8/25	0.1	David Arakelyan	Call/email co-counsel re: Word version of the complaint
207673	Wynn v. Avanath Communities, Inc	10/16/25	0.9	David Arakelyan	Draft joint stipulation and order re: consolidated complaint/SAC and approval of PAGA action
207673	Wynn v. Avanath Communities, Inc	10/16/25	0.5	David Arakelyan	Work on consolidated/amended complaint
207673	Wynn v. Avanath Communities, Inc	10/16/25	0.3	David Keledjian	Review and Revise Stip to File Consolidated Complaint
207673	Wynn v. Avanath Communities, Inc	10/27/25	1.2	David Keledjian	Review and Revise Consolidated Complaint
207673	Wynn v. Avanath Communities, Inc	10/28/25	0.4	David Arakelyan	Draft stip/order re: extending Plaintiff's deadline to file a motion for PAGA approval
207673	Wynn v. Avanath Communities, Inc	10/28/25	1.2	David Arakelyan	Draft the consolidated complaint to incorporate all claims
207673	Wynn v. Avanath Communities, Inc	10/28/25	0.2	David Arakelyan	Draft/send emails to OC re: consolidated complaint, settlement agreement, joint stip and outstanding issues
207673	Wynn v. Avanath Communities, Inc	10/28/25	0.1	David Arakelyan	Follow up with David K. re: individual settlement agreement terms
207673	Wynn v. Avanath Communities, Inc	10/28/25	0.2	David Arakelyan	Finalize the joint stip and order re: extending motion deadline for court submission
207673	Wynn v. Avanath Communities, Inc	10/30/25	0.1	David Arakelyan	Follow up with Court and staff re: submitted joint stipulation
207673	Wynn v. Avanath Communities, Inc	10/31/25	0.1	David Arakelyan	Email OC re: status of settlement agreement and consolidated complaint
207673	Wynn v. Avanath Communities, Inc	11/3/25	0.5	David Arakelyan	Review and discuss settlement agreements with DK; send to OC for review
207673	Wynn v. Avanath Communities, Inc	11/4/25	0.2	David Arakelyan	Call with and follow up email to client; update phone number in Neos
207673	Wynn v. Avanath Communities, Inc	11/5/25	0.1	David Arakelyan	Retrieve scheduling order and add to Jordan
207673	Wynn v. Avanath Communities, Inc	11/10/25	0.1	David Arakelyan	Retrieve arbitration order; send to Jordan for calendaring; update CMC sheet
207673	Wynn v. Avanath Communities, Inc	11/12/25	0.1	David Arakelyan	Respond to OC re: agreement status and pending issues
207673	Wynn v. Avanath Communities, Inc	11/14/25	0.1	David Arakelyan	Call with co-counsel re: settlement agreement
207673	Wynn v. Avanath Communities, Inc	11/18/25	0.7	David Arakelyan	Make changes to the settlement agreements; review with David K; discuss IND and Class issues; draft joint stip to move the hearing date
207673	Wynn v. Avanath Communities, Inc	11/18/25	0.3	David Arakelyan	Draft/send email to OC re: settlement agreements, joint stip to continue hearing, other issues related to case filings; consolidated complaint
207673	Wynn v. Avanath Communities, Inc	11/18/25	0.6	David Keledjian	Further Review and Revise Long Form Settlement Agreement
207673	Wynn v. Avanath Communities, Inc	11/19/25	0.1	David Arakelyan	Respond to OC re: call re: settlement
207673	Wynn v. Avanath Communities, Inc	11/19/25	0.1	David Arakelyan	Finalize the joint stip re vacating hearing and send to Jordan for filing
207673	Wynn v. Avanath Communities, Inc	11/21/25	0.1	David Arakelyan	Respond to OC re: call today
207673	Wynn v. Avanath Communities, Inc	11/21/25	0.4	David Arakelyan	Appear for prelim hearing; follow up email to Department per clerk's instructions
207673	Wynn v. Avanath Communities, Inc	11/21/25	0.4	David Arakelyan	Call with OC re settlement agreement
207673	Wynn v. Avanath Communities, Inc	11/21/25	0.1	David Arakelyan	Email co-counsel re: SA language and agreement on PAGA
207673	Wynn v. Avanath Communities, Inc	11/24/25	0.1	David Arakelyan	Create PDF versions of both settlement agreements and circulate to OC for execution
207673	Wynn v. Avanath Communities, Inc	11/24/25	0.1	David Arakelyan	Send final agreements to client via email for review
207673	Wynn v. Avanath Communities, Inc	11/24/25	0.1	David Arakelyan	Follow up with Jordan re: settlement agreement signing; check court docket re: new hearing date (no update)
207673	Wynn v. Avanath Communities, Inc	11/25/25	0.2	David Arakelyan	Calendar review; respond to Court re: new hearing date
207673	Wynn v. Avanath Communities, Inc	11/25/25	0.2	David Arakelyan	Follow up re: calendaring items and new motion date; create tasks; update case sheet
207673	Wynn v. Avanath Communities, Inc	11/25/25	0.1	David Arakelyan	Call, voicemail land email to client re: signing the settlement agreement
207673	Wynn v. Avanath Communities, Inc	11/25/25	0.1	David Arakelyan	Call with and follow up email to client re: settlement agreements
207673	Wynn v. Avanath Communities, Inc	12/2/25	0.1	David Arakelyan	Send agreements executed by Plaintiff to OC
207673	Wynn v. Avanath Communities, Inc	12/8/25	0.1	David Arakelyan	Retrieve and review PAGA and IND settlement agreements; send to Jordan to add to file
207673	Wynn v. Avanath Communities, Inc	12/9/25	0.1	David Arakelyan	Call and follow up email to Wynn re: calling back later
207673	Wynn v. Avanath Communities, Inc	12/11/25	0.1	David Arakelyan	Respond to client email; attempted call
207673	Wynn v. Avanath Communities, Inc	12/11/25	0.3	David Arakelyan	Call with and follow up email to client re: payment timeline
207673	Wynn v. Avanath Communities, Inc	12/11/25	0.1	David Arakelyan	Respond to follow up email by client
207673	Wynn v. Avanath Communities, Inc	12/12/25	0.1	David Arakelyan	Respond to client email
207673	Wynn v. Avanath Communities, Inc	12/18/25	0.2	David Arakelyan	Finalize joint stip and consolidated complaint, send to Jordan for filing
207673	Wynn v. Avanath Communities, Inc	12/18/25	0.1	David Arakelyan	Email OC and co-counsel re: filing of SAC
207673	Wynn v. Avanath Communities, Inc	1/5/26	0.1	David Arakelyan	Retrieve and review JAMS arb invoice; send to Jordan for filing and calendaring
207673	Wynn v. Avanath Communities, Inc	1/5/26	0.2	David Arakelyan	Follow up re: status of joint stip re: SAC; create task for Jordan to call court
207673	Wynn v. Avanath Communities, Inc	1/7/26	0.1	David Arakelyan	Respond to arbitrator re: call scheduled for tomorrow
207673	Wynn v. Avanath Communities, Inc	1/9/26	0.1	David Arakelyan	Call and voicemail for Dept. 23 re: status of order re: joint stip to file amended complaint
207673	Wynn v. Avanath Communities, Inc	1/9/26	0.3	David Arakelyan	Review settlement approval papers by Alvin in the same court for reference
207673	Wynn v. Avanath Communities, Inc	1/9/26	0.1	David Arakelyan	Email Simpuris re: settlement admin declaration for PAGA approval motion
207673	Wynn v. Avanath Communities, Inc	1/9/26	3.9	David Arakelyan	Work on declarations for the PAGA approval motion
207673	Wynn v. Avanath Communities, Inc	1/9/26	0.2	David Arakelyan	Correspond with co-counsel re: PAGA approval motion and relevant requests
207673	Wynn v. Avanath Communities, Inc	1/13/26	0.2	David Arakelyan	Retrieve signed order re: PAGA motion approval; finalize consolidated complaint and send to Jordan for filing
207673	Wynn v. Avanath Communities, Inc	1/13/26	0.1	Jordan Floyd	Other re spoke to ProLegal funding and provided an update on the PAGA approval motion being filed and the hearing date.
207673	Wynn v. Avanath Communities, Inc	1/13/26	0.3	David Arakelyan	Review the declaration from settlement administrator; respond with changes
207673	Wynn v. Avanath Communities, Inc	1/14/26	0.2	David Arakelyan	Draft/send follow up email to client re: declaration and calling back
207673	Wynn v. Avanath Communities, Inc	1/14/26	0.1	David Arakelyan	Call to Plaintiff Wynn re: settlement issues (no response)
207673	Wynn v. Avanath Communities, Inc	1/14/26	0.1	David Arakelyan	Another attempted call to client (no response)
207673	Wynn v. Avanath Communities, Inc	1/15/26	0.1	David Arakelyan	Conversation with CST re: locating client
207673	Wynn v. Avanath Communities, Inc	1/15/26	0.1	David Arakelyan	Call to client's mother re: client status and phone number;
207673	Wynn v. Avanath Communities, Inc	1/15/26	0.2	David Arakelyan	Work on drafting an email to client re: establishing contact (not sent since he called back)
207673	Wynn v. Avanath Communities, Inc	1/15/26	0.2	David Arakelyan	Call with the client re: declaration and status of his email
207673	Wynn v. Avanath Communities, Inc	1/15/26	0.2	Janet Linares	Time reports for final approval documents
207673	Wynn v. Avanath Communities, Inc	1/20/26	0.1	David Arakelyan	Review email from settlement admin
207673	Wynn v. Avanath Communities, Inc	1/20/26	0.2	David Arakelyan	Gather all relevant documents and forms; prepare for motion finalization

EXHIBIT 4

**THIS SETTLEMENT DOES NOT RELEASE ANY INDIVIDUAL CLAIMS THAT YOU
MIGHT HAVE AGAINST THE COMPANY OUTSIDE OF PAGA**

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Wynn v Avanath Communities, Inc., et al.,
Superior Court of the State of California for the County of Sacramento
Case No. 23CV007905

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from XXX. V XXX, et al.

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits (“Settlement”) *Wynn v Avanath Communities, Inc., et al.*, Sacramento County Superior Court (“Court”), Case No. 23CV007905; and *Mitchell v. Avanath Realty, Inc., et al.*, Sacramento Superior Court, Case No. 24CV010666. The Court has approved the Settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiffs Paul Nathan Wynn and Roman Mitchell (“Plaintiffs”) against Defendants Avanath Communities, Inc.; Avanath Realty, Inc.; and Avanath Capital Management, LLC (collectively “Defendants”, Plaintiff and Defendants collectively referred to as the “Parties”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state and aggrieved employees. Plaintiff Wynn filed the lawsuit on behalf of himself, the State of California, and all persons directly employed by Defendants in California as non-exempt employees and who worked at least one day in California during the period from September 2, 2022, to October 29, 2025 (“PAGA Period”). The group of employees referenced above are called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiffs alleged that Defendants owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including the alleged failure to pay minimum wages and overtime or to provide premium compensation at 1.5x or 2.0x the regular rate; the alleged failure to provide compliant meal breaks and rest breaks and/or premium compensation in lieu thereof at the regular rate; the alleged failure to provide accurate wage statements; the alleged failure to reimburse for business expenses; the alleged failure to provide

Defendants deny the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged and no Court has issued a finding as to any violation of the law. This Settlement is merely a compromise and release of all claims between the Parties in lieu of continued litigation.

The Parties agreed to resolve the case, and as part of the Settlement, Defendants agreed to pay Two Hundred and Eighty Thousand Dollars and Zero Cents (\$280,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of \$93,333.33 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$15,028.45 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$4,700 for its services in administering the settlement, and \$5,000 to each Plaintiff (totaling \$10,000.00) for their services in initiating and prosecuting this lawsuit. The balance of the monies, called the Net Settlement Amount, in the amount of \$156,938.22, represents the "PAGA Penalties."

The settlement of this action does not constitute an admission by Defendants of any of the matters alleged in the case or an admission of liability. Defendants deny violating any laws or failing to pay any wages. Defendants contend they complied with all applicable laws.

The enclosed check, in the amount of \$ [REDACTED], represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. The release by Aggrieved Employees is as follows:

Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

“Released Parties” means: Defendants and any of their past, present and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, and other related entities, as well as each of its of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, joint obligors, any joint employer and any individual or entity which could be jointly liable with Defendants.

“Operative Complaint” means the Second Amended (consolidated) complaint filed by Plaintiffs Wynn and Mithcell on January 13, 2026, in Case No. 23CV007905.

“PAGA Notice” means Plaintiffs’ letters to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a). (LWDA Case Nos. LWDA-CM-1018649-24 and LWDA-CM-979223-23).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

Very Truly Yours,
Simpluris Class Action Administration Solutions
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 5

Friday, September 1, 2023 at 17:06:42 Pacific Daylight Time

Subject: Thank you for submission of your PAGA Case.

Date: Friday, September 1, 2023 at 5:05:47 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: Natalia Bermudes

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

9/1/2023

LWDA Case No. LWDA-CM-979223-23

Law Firm : D.Law, Inc.

Plaintiff Name : Paul Nathan Wynn and other aggrieved employees

Employer: Avanath Communities, Inc., Avanath Realty, Inc., Avanath Capital Management, LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

David

Your Last Name *

Yeremian

Firm Name (if any) *

D.Law, Inc.

(Enter "in pro per" if you are representing yourself)

Your Email Address *

n.bermudes@d.law

Your Street Name, Number and Suite/Apt *

880 E Broadway

Your Mobile Phone Number

Your City *

Glendale

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91205

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Paul Nathan Wynn and other aggrieve

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

Avanath Communities, Inc., Avanath Realty,
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1920 Main Street, Suite 150

Employer City *

Irvine

Employer State *

California ▼

Employer Zip/Postal Code *

92614

Employer Industry *

Other ▼

Employer Industry for "Other" *

Investment Firm

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information**Estimated Number of Employees Impacted by Violations ***

51

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☒ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☒ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *
 California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7,
Other(Maybe Multiple)

- ☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Valeri

Billing Last Name *

Tavadyan

Billing Email *

n.bermudes@d.law

Billing Phone**Billing Street Name, Number and Suite/Apt ***

400 N Brand Blvd., Suite 700

Billing City *

Glendale

Billing State *

California

Billing Zip/Postal Code *

91203

Credit Card Type *

Visa

Credit Card Number *

4246315265488021

CVV Number *

394

Credit Card Expiration Month *

02

mm

Credit Card Expiration Year *

2028

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** LWDA (Wynn)**Other Attachment – (if any) (must be a .pdf)** No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page

Submit

EXHIBIT 6

Thursday, September 14, 2023 at 12:39:33 Pacific Daylight Time

Subject: Thank you for your Amended PAGA Claim Notice Submission.

Date: Thursday, September 14, 2023 at 12:38:03 PM Pacific Daylight Time

From: DIR PAGA Unit

To: Natalia Bermudes

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

09/14/2023 12:37:44 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

Amended PAGA Claim Notice

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Attorney or Employee – Whoever is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Amended Notice Detail

Please provide the details of the amendments to the original notice. *

- ☐ Adding additional claims
- ☐ Adding additional corporate defendants
- ☐ Adding additional Individual/Sole proprietor defendants
- ☐ Adding additional plaintiffs
- ☒ Other (please specify)

Please specify "other" *

Narrowing definition of
Aggrieved Employees

Amended Notice

Amended Notice *

Choose File Revised PAGA Letter (Wynn)

Other Attachment (if any) (must be a .pdf)

Choose File No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

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Submit

EXHIBIT 7