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FILED
Superior Court of California
County of Los Angeles

04/11/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JOSHUA KEITH SEIDEL, an individual, on
behalf of himself, all similarly situated, all
aggrieved employees, and the State of California
as a Private Attorneys General,

Plaintiffs,

vs.

AIDS Healthcare Foundation, and DOES 1-50,
inclusive,

Defendants.

Case No: 20STCV31938

CLASS-ACTION

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL TO CLASS ACTION
SETTLEMENT AND APPLICATION FOR
CLASS COUNSEL FEES, CLASS
COUNSEL COSTS, INCENTIVE AWARD,
SETTLEMENT ADMINISTRATION
COSTS; AND FINAL JUDGMENT
THEREON**

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1 On April 11, 2023, a hearing was held on Plaintiff Joshua Keith Seidel’s (“Plaintiff”)
2 Motion for Final Approval of the Class Action Settlement and Motion for Class Counsel Fees,
3 Class Counsel Costs, and Incentive Award, and Settlement Administration Costs. Koul Law Firm
4 appeared for Plaintiff and TurnerDhillon appeared for Defendant AIDS Healthcare Foundation
5 (“Defendant”).

6 The Parties have submitted their Class Action Settlement Agreement (the “Agreement” or
7 “Settlement”), which this Court preliminarily approved (the “Preliminary Approval Order”). In
8 accordance with the Preliminary Approval Order, Class Members have been given adequate
9 notice of the terms of the Settlement and the opportunity to object to it or to exclude themselves
10 from it.

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

16 1. Except as otherwise specified herein, the Court for purposes of this Final Approval
17 Order and Judgment adopts all defined terms set forth in the Agreement.

18 2. For settlement purposes only, the Court grants certification of the Class. The Class
19 is defined as all current and former hourly, non-exempt employees of Defendant at any time
20 within the period beginning April 24, 2018 and ending on December 8, 2022 (the “Class Period”).
21 “PAGA Members” is defined as all current and former hourly, non-exempt employees of
22 Defendant at any time within the period beginning June 5, 2019 and ending on December 8, 2022
23 (the “PAGA Period”). PAGA Members are a subset of the Class Members.

24 3. Pursuant to the Preliminary Approval Order, the Notice of Proposed Class Action
25 Settlement and Final Approval Hearing (“Class Notice”) was sent to each Class Member by first-
26 class mail. The Class Notice informed Class Members of the terms of the Settlement, their right
27 to receive an Individual Settlement Payment, their right to comment on or object to the Settlement
28 and/or the attorneys’ fees and costs, their right to elect not to participate in the Settlement, and

1 their right to appear in person and/or by counsel at the Final Approval Hearing and be heard
2 regarding approval of the Settlement. Adequate periods of time were provided by each of these
3 procedures. The following two individuals opted out of the settlement and shall not be bound by
4 the release by Participating Class Members: Andrew Goodall and Suki Pelestor.

5 4. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the responses of Class Members. The Court finds
8 and determines that the Class Notice was the best notice practicable, which satisfied the
9 requirements of law and due process.

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

15 6. The Court finds and determines that the all-inclusive Gross Fund Value in the
16 amount of \$880,000.00 and the Individual Settlement Payments to be paid to the Participating
17 Class Members under the Settlement are fair and reasonable. The Court hereby grants final
18 approval to and orders the payment of those amounts be distributed to the Participating Class
19 Members out of the Gross Net Value in accordance with the Agreement. Pursuant to the terms of
20 the Agreement, the Settlement Administrator is directed to make the payments to each
21 Participating Class Member.

22 7. The Court finds and determines that the Settlement Administration Costs for
23 administrating the Settlement, in the amount of \$13,000 is fair and reasonable. The Court hereby
24 grants final approval to and orders that the payment of that amount be paid out of the Gross Fund
25 Value to the Settlement Administrator in accordance with the Agreement.

26 8. The Court finds and determines that the request by Plaintiff for an Incentive
27 Award is fair and reasonable and hereby orders that the requested payment in the amount of
28 \$7,500 be paid to Plaintiff out of the Gross Fund Value.

1 9. The Court further finds and determines that the request by Class Counsel for Class
2 Counsel Fee is fair and reasonable and hereby orders that \$308,000 (i.e., thirty-five percent of the
3 Gross Fund Value) be paid to Koul Law Firm out of the Gross Fund Value.

4 10. The Court also finds and determines that the request by Class Counsel for Class
5 Counsel Expenses is fair and reasonable and hereby orders that \$19,563.02 be paid to Koul Law
6 Firm out of the Gross Fund Value.

7 11. Upon the Effective Date and funding in full of the Gross Fund Value by
8 Defendant, all Participating Class Members release all Released Parties from all Released Class
9 Claims. “Released Class Claims” means all claims that were alleged, or reasonably could have
10 been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in
11 the course of the Action including: (a) any and all claims involving any alleged failure to pay for
12 all hours worked; (b) any and all claims involving failure to pay minimum wage; (c) any and all
13 claims for failure to reimburse for required business expenses; (d) any and all claims involving
14 any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to
15 pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such
16 premiums; (e) any and all claims involving any alleged failure to keep accurate records or to issue
17 proper wage statements to employees; (f) any claim for waiting time penalties under Labor Code
18 section 203; and (g) any and all claims for unfair business practices in violation of Business and
19 Professions Code sections 17200, et seq. Except as set forth in Section 6.1 and 6.3 of this
20 Agreement, Participating Class Members do not release any other claims, including claims for
21 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
22 unemployment insurance, disability, social security, workers’ compensation, or claims based on
23 facts occurring outside the Class Period.

24 12. Upon the Effective Date and funding in full of the Gross Fund Value by
25 Defendant, all Non-Participating Class Members who are also PAGA Employees shall release all
26 Released Parties from all Released PAGA Claims, irrespective of whether they opted-out of the
27 Settlement and will be bound by this PAGA Release. The Released PAGA Claims are defined as
28 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on

1 the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained
2 in the course of the Action including: (a) any and all claims involving any alleged failure to pay
3 for all hours worked; (b) any and all claims involving failure to pay minimum wage; (c) any and
4 all claims for failure to reimburse for required business expenses; (d) any and all claims involving
5 any alleged failure to properly provide meal periods and/or authorize and permit rest periods, to
6 pay premiums for missed, late, short or interrupted meal and/or rest periods, or to pay such
7 premiums; (e) any and all claims involving any alleged failure to keep accurate records or to issue
8 proper wage statements to employees; and (f) any claim for waiting time penalties under Labor
9 Code section 203. (“Released PAGA Claims”). The Released Class Claims expressly includes
10 release of all Released Parties regardless of whether the Released Party is expressly named or
11 generally described.

12 13. Pursuant to the terms of the Agreement, Plaintiff generally releases his claims
13 against the Released Parties. Plaintiff’s general releases shall include all such claims, whether
14 known or unknown, by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in
15 addition to or different from those that he now knows or believes to be true with respect to the
16 subject matter of Plaintiff’s general releases, those claims will remain released and forever barred.
17 Therefore, with respect to Plaintiff’s general releases, Plaintiff expressly waives and relinquishes
18 all of the provisions and all of his rights and benefits under the provisions of section 1542 of the
19 California Civil Code, which reads:

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

23 14. Nothing in this Order shall preclude any action to enforce the Parties’ obligations
24 under the Settlement or under this Order, including the requirement that Defendant make payment
25 in accordance with the Agreement.

26 15. If, for any reason, the Settlement ultimately does not become Final (as defined by
27 the Settlement), this Final Approval Order will be vacated; the Parties will return to their
28 respective positions in the Action as those positions existed immediately before the Parties

1 executed the Agreement; and nothing stated in the Agreement or any other papers filed with this
2 Court in connection with the Settlement will be deemed an admission of any kind by any of the
3 Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in
4 the Action or in any other action.

5 16. The Parties entered into the Settlement solely for the purpose of compromising and
6 settling disputed claims. Defendant in no way admits any violation of law or any liability
7 whatsoever to Plaintiff and the Class, individually or collectively, all such liability being
8 expressly denied by Defendant.

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

11 18. Without affecting the finality of this Final Approval Order and Judgment in any
12 way, the Court retains jurisdiction of all matters relating to the interpretation, administration,
13 implementation, effectuation and enforcement of this Order and the Settlement under Code of
14 Civil Procedure § 664.6.

15 19. The Parties are hereby ordered to comply with the terms of the Agreement.

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

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21 DATED: 04/11/2023



Lawrence P. Riff

LOS ANGELES COUNTY SUPERIOR COURT
Lawrence P. Riff / Judge

PROOF OF SERVICE

Case No. 20STCV31938

Seidel et al. v. Aids Healthcare Foundation., et al.

I, JACKELINE HERNANDEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On March 20, 2023, I served the foregoing document described as:

[PROPOSED] ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND APPLICATION FOR CLASS COUNSEL FEES, CLASS COUNSEL COSTS, INCENTIVE AWARD, SETTLEMENT ADMINISTRATION COSTS; AND FINAL JUDGMENT THEREON

_____ by placing the document(s) listed above in a sealed envelope, addressed as set forth below, and placing the envelope for collection and mailing in the place designated for such in our offices, following ordinary business practices.

_____ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00PM.

 X by transmitting via electronic mail the document(s) listed above to the electronic mailing address set forth below on this date before 5:00PM.

_____ by causing a true copy thereof to be personally delivered to the person(s) at the address(es) set forth below.

 X Via CaseAnywhere.

on the parties listed below by placing a true copy thereof enclosed in a sealed envelope for collection and mailing in the United States Postal Service following ordinary business practices at Los Angeles, California addressed as follows:

SEE ATTACHED SERVICE LIST

I am readily familiar with the ordinary practice of the business of collecting, processing and depositing correspondence in the United States Postal Service and that the correspondence will be deposited the same day with postage thereon fully prepaid.

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

Executed on this March 20, 2023, in Los Angeles, California.



JACKELINE HERNANDEZ

PROOF OF SERVICE

Case No. 20STCV31938

Seidel et al. v. Aids Healthcare Foundation., et al.

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