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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SUPERIOR COURT OF LOS ANGELES

JOSHUA KEITH SEIDEL, an individual, on behalf of himself, all putative class members, aggrieved employees, and the State of California as a Private Attorneys' General,

Plaintiff,

v.

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

Defendants.

Case No: 20STCV31938

CLASS-ACTION

[AMENDED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: December 8, 2022
Time: 3:00 p.m.
Dept: 7
Judge: Hon. Lawrence Riff

Complaint Filed: August 20, 2020
Trial Date: Not set

1 On December 8, 2022, a hearing was held on Plaintiff Joshua Keith Seidel’s (“Plaintiff”)
2 Motion for Preliminary Approval of the Class Action Settlement. Koul Law Firm appeared for
3 Plaintiff and Turner Dhillon LLP appeared for Defendant AIDS Healthcare Foundation
4 (“Defendant” or “AHF”).

5 The Court having read and considered the papers on the motion, the arguments of counsel,
6 and the law, and good cause appearing therefore,

7 **IT IS ORDERED:**

8 1. This Order incorporates the defined terms in the Class Action and PAGA Settlement
9 Agreement (the “Agreement” or “Settlement”). Unless otherwise specified, all capitalized terms
10 in this Order shall have the same meaning given to those terms in the Agreement.

11 2. The Class is defined as all persons employed by AHF in California and classified as
12 non-exempt, hourly employees who worked for AHF during the Class Period, which extends from
13 April 24, 2018 until the date this Court grants preliminary settlement approval (the “Class Period”).

14 3. A “PAGA Employee” is defined as a person employed by AHF in California and
15 classified as a non-exempt, hourly employee who worked for AHF during the PAGA Period, which
16 extends from June 5, 2019, until the date this Court grants preliminary settlement approval (the
17 “PAGA Period”). PAGA Employees are a subset of the Class.

18 4. Pursuant to the Agreement, the Class is conditionally certified for settlement purposes
19 only.

20 5. The Parties’ Agreement is granted preliminary approval as it meets the criteria for
21 preliminary settlement approval. The Settlement falls within the range of possible approval as fair,
22 adequate and reasonable, and appears to be the product of arm’s-length and informed negotiations
23 and to treat all Class Members fairly. Continued litigation would have been expensive for both
24 sides. The Parties acknowledge that litigating and trying this action may have resulted in delay of
25 any recovery, involved significant risk as to liability and certification, and led to possible appeals.
26 Class Counsel received the relevant information for the Class. Plaintiff has adequately
27 demonstrated that the Settlement did not occur until Plaintiff and Class Counsel possessed
28

1 sufficient information to evaluate the case and make an informed decision about settlement.

2 6. The Parties' proposed notice plan is legally sound because individual notices will be
3 mailed to all Class Members whose identities are known to the Parties, and such notice is the best
4 notice practicable. The Parties' proposed Notice of Proposed Class Action Settlement and Final
5 Approval Hearing ("Class Notice") sufficiently informs Class Members of the terms of the
6 Settlement, their right under the Settlement, their right to object to the Settlement, their right to
7 receive a Settlement Share or elect not to participate in the Settlement, the processes for doing so,
8 and the date and location of the Final Approval Hearing. The Class Notice also provides notice that
9 PAGA Employees will receive payment from the Net PAGA Amount and will be bound by and
10 release all Released PAGA Claims, irrespective of whether they opt out of the Settlement. Thus,
11 the Court approves the Class Notice because it provides adequate notice to Class Members.

12 7. Any Class Member who does not submit a valid Request for Exclusion will receive a
13 Settlement Share based upon the allocation formula set forth in the Agreement. Class Members
14 who wish to exclude themselves from the Settlement must do so not later than 45 days after the
15 Settlement Administrator mails the Class Notice to them pursuant to the procedures set forth in the
16 Class Notice. PAGA Employees will receive payment from the Net PAGA Amount and will be
17 bound by and release all Released PAGA Claims, irrespective of whether they opt out of the
18 Settlement.

19 8. Any Class Member who wishes to object to the Settlement, the proposed Class
20 Counsel Fees, Class Counsel Expenses, and/or Incentive Award will have the opportunity to do so
21 at the Final Approval Hearing.

22 9. Class Counsel must file their application for Class Counsel Fees, Class Counsel
23 Expenses concurrently with their motion for final approval of the Settlement.

24 10. CPT Group, Inc. is appointed to act as the Settlement Administrator, pursuant to the
25 terms set forth in the Settlement.

26 11. Koul Law Firm is approved as Class Counsel.

27 12. Plaintiff is approved as the representative of the Class.
28

1 13. Defendant is directed to provide the Settlement Administrator with the Class
2 Information as specified by the Agreement no later than 30 days after the date of entry of this Order.
3 Pursuant to the terms set forth in the Agreement, the Class Information, its contents, and any files
4 containing Class Information shall remain strictly confidential for the Settlement Administrator’s
5 eyes only, not to be disclosed to Plaintiff or to Class Counsel or to any Class Member.

6 14. The Class Notice attached to the Agreement is approved. The Settlement
7 Administrator is directed to mail the approved Class Notice by first-class mail to the Class Members
8 at their last known address no later than 14 days after receipt of the Class Data.

9 15. A Final Approval Hearing will be held on April 11, 2023, at 10:00 a.m. to determine
10 whether the Settlement should be granted final approval as fair, reasonable, and whether there was
11 adequate notice to the Class Members. The Court will hear all evidence and argument necessary to
12 evaluate the Settlement and will consider the request for approval of Class Counsel Fees, Class
13 Counsel Expenses, Incentive Award, and Settlement Administration Costs. Class Members and
14 their counsel may support or oppose the Settlement and the motion for an award of Class Counsel
15 Fees, Class Counsel Expenses, and Incentive Award, if they so desire, as set forth in the Class
16 Notice.

17 16. Any Class Member may appear at the Final Approval Hearing in person or by his or
18 her own attorney and show cause why the Court should not approve the Settlement, or object to the
19 motion for an award of Class Counsel Fees, Class Counsel Expenses, and Incentive Award.

20 17. The Court reserves the right to continue the date of the Final Approval Hearing
21 without further notice to Class Members. The Court retains jurisdiction to consider all further
22 applications arising out of or in connection with the Settlement.

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DATED: _____

JUDGE OF THE COUNTY OF LOS ANGELES
SUPERIOR COURT

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 December 12, 2022, I served the foregoing document described as:

[AMENDED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

_____ 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 December 12, 2022, 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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Attorneys for Defendant **AIDS HEALTHCARE FOUNDATION**