

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, Of-Counsel, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM
3435 Wilshire Blvd. Suite 1710
Los Angeles, California 90010
Telephone: (213) 761-5484
Fax: (818) 561-3938

Attorneys for Plaintiff,
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

**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.

FILED
Superior Court of California
County of Los Angeles

01/16/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No: **20STCV31938**

CLASS-ACTION

**[PROPOSED] AMENDED FINAL
JUDGMENT**

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
3 Fees, Class Counsel Costs, and Incentive Award, and Settlement Administration Costs.
4 Koul Law Firm appeared for Plaintiff and TurnerDhillon appeared for Defendant AIDS
5 Healthcare Foundation ("Defendant"). The Court granted final approval of the Settlement
6 Agreement and entered Judgment on April 11, 2023.

7 On December 20, 2023, the Court issued an order requiring Counsel to file a
8 proposed amended judgment concerning the amount of the distribution of unpaid cash
9 residue, and unclaimed or abandoned funds, to the *cy pres* recipient pursuant to Code of
10 Civil Procedure, section 384.

11 The Court having granted final approval of the Settlement Agreement on April 11,
12 2023, it is hereby ORDERED THAT FINAL JUDGMENT BE ENTERED as follows:

- 13 1. The Settlement Agreement shall be enforced according to its terms.
 - 14 2. For settlement purposes only, the Court certifies the class defined as follows:
15 All current and former hourly, non-exempt employees of Defendant at any time within the
16 period beginning April 24, 2018, and ending on December 8, 2022 (the "Class Period").
17 "PAGA Members" is defined as all current and former hourly, non-exempt employees of
18 Defendant at any time within the period beginning June 5, 2019, and ending on December
19 8, 2022 (the "PAGA Period"). PAGA Members are a subset of the Class Members.
 - 20 3. The Court finds that two individuals opted out of the settlement and shall not
21 be bound by the release by Participating Class Members: Andrew Goodall and Suki
22 Pelestor.
 - 23 4. Upon the Effective Date and funding in full of the Gross Fund Value by
24 Defendant, all Participating Class Members release all Released Parties from all Released
25 Class Claims. "Released Class Claims" means all claims that were alleged, or reasonably
26 could have been alleged, based on the Class Period facts stated in the Operative Complaint
27 and ascertained in the course of the Action including: (a) any and all claims involving any
28 alleged failure to pay for all hours worked; (b) any and all claims involving failure to pay
-

1 minimum wage; (c) any and all claims for failure to reimburse for required business
2 expenses; (d) any and all claims involving any alleged failure to properly provide meal
3 periods and/or authorize and permit rest periods, to pay premiums for missed, late, short or
4 interrupted meal and/or rest periods, or to pay such premiums; (e) any and all claims
5 involving any alleged failure to keep accurate records or to issue proper wage statements to
6 employees; (f) any claim for waiting time penalties under Labor Code section 203; and
7 (g) any and all claims for unfair business practices in violation of Business and Professions
8 Code sections 17200, et seq. Except as set forth in Section 6.1 and 6.3 of this Agreement,
9 Participating Class Members do not release any other claims, including claims for vested
10 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
11 unemployment insurance, disability, social security, workers' compensation, or claims
12 based on facts occurring outside the Class Period.

13 5. Upon the Effective Date and funding in full of the Gross Fund Value by
14 Defendant, all Non-Participating Class Members who are also PAGA Employees shall
15 release all Released Parties from all Released PAGA Claims, irrespective of whether they
16 opted-out of the Settlement and will be bound by this PAGA Release. The Released PAGA
17 Claims are defined as all claims for PAGA penalties that were alleged, or reasonably could
18 have been alleged, based on the PAGA Period facts stated in the Operative Complaint and
19 the PAGA Notice and ascertained in the course of the Action including: (a) any and all
20 claims involving any alleged failure to pay for all hours worked; (b) any and all claims
21 involving failure to pay minimum wage; (c) any and all claims for failure to reimburse for
22 required business expenses; (d) any and all claims involving any alleged failure to properly
23 provide meal periods and/or authorize and permit rest periods, to pay premiums for missed,
24 late, short or interrupted meal and/or rest periods, or to pay such premiums; (e) any and all
25 claims involving any alleged failure to keep accurate records or to issue proper wage
26 statements to employees; and (f) any claim for waiting time penalties under Labor Code
27 section 203. ("Released PAGA Claims"). The Released Class Claims expressly includes
28 release of all Released Parties regardless of whether the Released Party is expressly named

1 or generally described.

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

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

15 7. The Court finds that the settlement is fair, adequate, and reasonable.

16 8. The Court finds and determines that the Gross Settlement Amount of
17 \$880,000.00 and the Individual Class Payments paid to the Participating Class Members
18 under the Settlement are fair and reasonable.

19 9. Class Counsel is awarded \$308,000 in attorney fees and \$19,563.02 in costs.

20 10. Plaintiff Joshua Keith Seidel is awarded an enhancement payment of \$7,500.

21 11. The claims administrator, CPT Group, Inc., is awarded \$13,000 in costs.

22 12. Payment of \$11,250.00 (75% of \$15,000 PAGA penalty) to the LWDA is
23 approved.

24 13. Following administration of the Settlement, \$32,854.41 remained unclaimed
25 and abandoned, representing expired/void checks to 275 individuals.

26 14. Pursuant to the terms of the Settlement Agreement, the Settlement
27 Administrator shall pay the \$32,854.41 in unclaimed funds to the Dolores Huerta
28 Foundation, the non-party *cy pres* recipient designated by the Parties in the Settlement
Agreement.

1 15. Without affecting the finality of this Judgment, the Court shall retain
2 continuing jurisdiction over this action and the parties, including all Class Members, and
3 over all matters pertaining to the implementation and enforcement of the terms of the
4 Settlement Agreements pursuant to California Rule of Court 3.769(h). Except as provided
5 to the contrary herein, any disputes or controversies arising with or with respect to the
6 interpretation, enforcement, or implementation of the Settlement Agreement shall be
7 presented to the Court for resolution.

8
9
10 DATED: 01/16/2024



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

11
12 THE HON. LAWRENCE P. RIFF
13 LOS ANGELES COUNTY SUPERIOR COURT
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

Case No. 20STCV31938

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

I, IVETTE 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 January 11, 2024, I served the foregoing document described as:

[PROPOSED] AMENDED FINAL JUDGMENT

 X **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

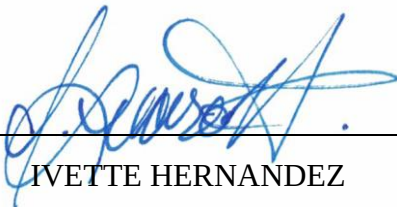
on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Samer Aref, Esq.
Liza Brereton, Esq.
Catherine Dellecker, Esq.
Asha Dhillon, Esq.
William Turner, Esq.
TURNER DHILLON LLP
777 South Figueroa Street, Suite 1525
Los Angeles, California 90017
Telephone: (213) 373-5502
Facsimile: (213) 373-5599
samer.aref@turnerdhillon.com
liza.brereton@turnerdhillon.com
catherine.dellecker@turnerdhillon.com
asha.dhillon@turnerdhillon.com
william.turner@turnerdhillon.com

Attorneys for Defendant AIDS HEALTHCARE FOUNDATION

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

Executed on this January 11, 2024 in Los Angeles, California.



IVETTE HERNANDEZ