

FILED
Superior Court of California
County of Los Angeles

06/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

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

BENJAMIN EDWARD SEILHAMER,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GUITAR CENTER STORES, INC.; and DOES
1 through 20, inclusive,

Defendants.

Case No. 23STCV00544

*Assigned for all purposes to:
Hon. Elihu M. Berle
Dept. 6*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

ORDER

This matter came on regularly for hearing on April 30, 2026, at 11:00 a.m., the Honorable Elihu M. Berle presiding, in the action entitled *Benjamin Edward Seilhamer, et al. v. Guitar Center Stores, Inc. et al.*, Case No. 23STCV00544. This hearing was set on January 20, 2026, when the Court heard Plaintiffs' Motion for Preliminary Approval of Class and Representative PAGA Settlement and Intervenor's Motion for Leave to Intervene. The Court advised Plaintiffs Benjamin Edward Seilhamer and Trevor West ("Plaintiffs") to amend the Settlement Agreement with Defendant Guitar Center Stores, Inc. ("Defendant") (Plaintiffs and Defendant, together, the "Parties") for Preliminary Approval with a certain class period definition. The above-entitled action is pending before this Court as a putative class and representative action (the "Action").

Plaintiffs Benjamin Edward Seilhamer and Trevor West, (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, and on behalf of the general public, have applied to this Court for an order preliminarily approving the amended, revised Settlement of the Action, in accordance with the Amended Class Action and PAGA Settlement Agreement and Amended Class Notice (the "Amended Settlement" or "Amended Agreement") entered into by Plaintiffs and Defendant Guitar Center Stores, Inc. ("Defendant"), which sets forth the terms and conditions for a proposed settlement and was filed with this Court on March 9, 2026 in the Supplemental Declaration of Victoria L. Harp in Support of Motion Preliminary Approval of Class Action Settlement as Exhibit 1.

Having reviewed the Supplemental Declaration of Victoria L. Harp in Support of Motion for Preliminary Approval, (which defined the class period and concluded there would be no escalator clause with a July 11, 2025 class cutoff date,) the July 23, 2025 Plaintiffs' Preliminary Approval of Class and Representative PAGA Settlement Motion and its supporting documents, and discussed with counsel at the April 30th hearing, and good cause appearing therefore, it is hereby ORDERED, ADJUDGED, AND DECREED:

1. This Order incorporates by reference the definitions in the Settlement attached as Exhibit 1 to the March 9, 2026 Supplemental Declaration of Victoria L. Harp in Support of Motion for Preliminary Approval, and all terms defined therein shall have the same meaning in this Order.

1 2. It appears to the Court on a preliminary basis that (a) the Settlement is fair, adequate and
2 reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate and
3 reasonable when balanced against the probable outcome of further litigation relating to liability and
4 damages issues; (c) sufficient investigation and research have been conducted such that counsel for the
5 Parties at this time are able to reasonably evaluate their respective positions; (d) settlement at this time
6 will avoid additional costs by all Parties, as well as avoid the delay and risks that would be presented by
7 the further prosecution of the Action; and (e) the Settlement has been reached as the result of non-
8 collusive, arms-length negotiations.

9 3. With respect to the Class and for purposes of proceeding pursuant to California Code of
10 Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis that (a)
11 Class Members are ascertainable and so numerous that joinder of all Class Members is impracticable;
12 (b) there are questions of law and fact common to the Class that predominate over any questions affecting
13 only individual Class Members; (c) Plaintiffs' claims are typical of the Class' claims; (d) class
14 certification is a superior method for implementing the Settlement and adjudicating this Action in a fair
15 and efficient manner; (e) the Class Representatives can fairly and adequately protect the Class' interests;
16 and (f) Class Counsel are qualified to serve as counsel for the Class.

17 4. Accordingly, solely for purposes of effectuating this Settlement, this Court hereby
18 conditionally certifies the class for settlement purposes only. The Class is defined as all non-exempt
19 employees employed by Defendant in California at any time from January 11, 2023 through July 11, 2025.

20 5. Plaintiffs Benjamin Edward Seilhamer and Trevor West are hereby preliminarily appointed
21 and designated, for all purposes, as the Class Representatives and the attorneys of Aegis Law Firm, PC are
22 hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"). Class Counsel is
23 authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which
24 may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the
25 Settlement. Any Class Member may enter an appearance either personally or through counsel of such
26 individual's own choosing and at such individual's own expense. Any Class Member who does not enter an
27 appearance or appear on his or her own will be represented by Class Counsel.

1 6. The Court hereby preliminarily approves the definition and disposition of the Gross
2 Settlement Amount (\$2,418,495.00) and the Net Settlement Amount as provided for in the Amended
3 Settlement, subject to modification at final approval.

4 7. The Court hereby preliminarily approves the Class Counsel Fees Payment of up to
5 thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$846,473.25,
6 and a Class Counsel Litigation Expenses Payment of not more than \$35,000.00, a Class Representative
7 Service Payments of up to \$10,000.00 to Benjamin Edward Seilhamer and Trevor West, and PAGA
8 Penalties in the amount of \$200,000, subject to final approval.

9 8. The Court hereby approves, as to form and content, the Amended Class Notice, to be
10 distributed to Class Members. The Court finds that distribution of the Amended Class Notice, substantially
11 in the manner and form set forth in the Settlement, meets the requirements of due process, is the best notice
12 practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled
13 thereto.

14 9. The Court hereby appoints Atticus Administration, LLC, as the neutral Settlement
15 Administrator and preliminarily approves an Administrator Expenses Payment not to exceed \$26,000.00,
16 which shall be paid from the Gross Settlement Amount. The Settlement Administrator is directed to mail or
17 cause to be mailed the Amended Class Notice to Class Members using the procedures set forth in the
18 Amended Settlement Agreement.

19 10. Defendant shall deliver the Class Data to the Settlement Administrator no later than May,
20 21, 2026.

21 11. The Settlement Administrator shall mail the Class Notice, no later than June 4, 2026.

22 12. The Hearing for the Motion for Final Approval of Settlement shall be September 4, 2026 at
23 9:00 a.m. in Department 6.

24 13. The deadline for filing motions for final approval, attorney fees and costs, incentive
25 payments, including any corresponding evidence is July 3, 2026.

26 14. The deadline for filing responses to objections and for the claims administrator to submit
27 final report regarding the opt-outs and the objections is August 21, 2026.

1 15. All costs of mailing of the Class Notice, whether foreseen or not, shall be paid from the
2 Gross Settlement Amount, including the cost of searching for Class Members' addresses as provided in
3 the Settlement, and all other reasonable costs of the Settlement Administrator up to \$26,000.00 as provided
4 in the Amended Settlement.

5 16. Any Class Member may choose to opt-out of and be excluded from the Class as provided in
6 the Amended Class Notice. Any Class Member who submits a valid and timely Request for Exclusion will
7 not be entitled to an Individual Class Payment, and will not be bound by the class portion of the Settlement,
8 or have any right to object, appeal or comment thereon. Any Class Member who does not submit a valid
9 and timely Request for Exclusion shall be a Participating Class Member and will be bound by all
10 determinations of the Court, the Settlement, and the Final Judgment. Aggrieved Employees cannot opt-out
11 or be excluded from the Release by Aggrieved Employees of PAGA claims. Any Request for Exclusion by
12 a Settlement Class Member will have no effect on the PAGA portion of the settlement.

13 17. A Final Fairness and Approval Hearing shall be held before this Court on September 4, 2026
14 at 9:00 a.m. in Department 6 of the Superior Court for the State of California, County of Los Angeles, Spring
15 Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012. All papers in support of
16 final approval and related awards for fees, costs, and the Class Representative Service Payments must be
17 filed and served by July 3, 2026.

18 18. Any Participating Class Member who wishes to object to the Settlement must do so by
19 following the instructions for submitting written objections that are set forth in the Amended Settlement
20 Agreement and Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall
21 retain final authority with respect to the consideration and admissibility of any objections. Any Participating
22 Class Member who objects to the Amended Settlement shall be bound by the order of the Court.

23 19. The Settlement is not a concession or admission, and shall not be used against the Released
24 Parties, as an admission or indication with respect to any claim of any fault or omission by the Released
25 Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document,
26 statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any
27 event be construed as, offered or admitted in evidence as, received as or deemed to be evidence of a
28 presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,

1 concession or damage in the Action, or in any other action or proceeding, except for purposes of enforcing
2 the Settlement once it receives final approval.

3 20. Pending the Final Approval and Fairness Hearing, all proceedings in this Action, other than
4 proceedings necessary to carry out or enforce the terms of the Amended Settlement and this Order, are
5 hereby stayed.

6 21. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the
7 Class Members for all matters relating to this Action, and this Settlement, including (without limitation)
8 all matters relating to the administration, interpretation, effectuation, and/or enforcement of this
9 Settlement and this Order.

10 22. The Court reserves the right to adjourn or continue the date of any hearing and all dates
11 provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider
12 all further applications arising out of or connected with the proposed Settlement.

13 23. Pursuant to California Code of Civil Procedure § 664.6 and rule 3.769(h) of the California
14 Rules of Court, the Court shall retain continuing jurisdiction over the Action and the Parties to interpret,
15 enforce, and effectuate the terms, conditions, intents, and obligations of the Agreement.

16 **IT IS SO ORDERED.**

17
18 Dated: 06/01/2026



Elihu M. Berle

Elihu M. Berle / Judge

Hon. Elihu M. Berle
Judge of the Superior Court