

**FILED**  
Superior Court of California  
County of Los Angeles

08/01/2023

David W. Slayton, Executive Officer / Clerk of Court

By:           L. M'Greené           Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

JOSALYN O'QUINN, ANGELITA BONDS,  
and KATARINA HAINES, individually and  
on behalf of themselves and those similarly  
situated and in their representative capacity on  
behalf of the State of California and fellow  
Aggrieved Employees;

Plaintiff,

v.

LAUGH FACTORY, INC., a California  
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: 19STCV28155

*[Assigned for all purposes to the Hon. Carolyn  
B. Kuhl, SSC-12]*

**[PROPOSED] FINAL JUDGMENT**

Date: August 1, 2023  
Time: 10:30 a.m.  
Dept.: 12

Action Filed: August 16, 2019  
Trial Date: None Set

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Attorneys for Plaintiffs JOSALYN O'QUINN, et al.

1 This matter came on regularly for hearing before this Court on August 1, 2023, pursuant  
2 to California Rule of Court 3.769 and this Court’s February 28, 2023 Order Granting Preliminary  
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the  
4 parties’ Class Action and PAGA Settlement Agreement and Class Notice (herein “Settlement”)<sup>1</sup>  
5 and the documents and evidence presented in support thereof, and the submissions of counsel,  
6 the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with  
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval  
9 of Class Action Settlement. The Settlement Class is defined as:

10 All persons employed by Defendants Laugh Factory, Inc. and Laugh  
11 Factory Long Beach (“Defendants”), or either of them in California and  
12 classified as non-exempt who worked for Defendants, or either of them,  
13 during the Class Period.

14 2. Class Period is defined as the period from January 1, 2018 to December 31, 2021.

15 3. Plaintiffs Josalyn O’Quinn, Angelita Bonds, and Katarina Haines are hereby  
16 confirmed as Class/PAGA Representatives, and Jean-Claude Lapuyade, Esq. of JCL Law Firm,  
17 APC, Shani Zakay of Zakay Law Group, and Scott Lidman of Lidman Law, APC are hereby  
18 confirmed as Class Counsel.

19 4. Notice was provided to the Settlement Class as set forth in the Settlement. The  
20 form and manner of notice were approved by the Court on February 28, 2023, and the notice  
21 process has been completed in conformity with the Court’s Order. The Court finds that said  
22 notice was the best notice practicable under the circumstances. The Class Notice (meaning the  
23 Court Approved Notice of Class Action Settlement and Hearing Date of Final Court Approval)  
24 provided due and adequate notice of the proceedings and matters set forth therein, informed  
25 Settlement Class members of their rights, and fully satisfied the requirements of California Code  
26 of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

27 <sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that  
28 assigned to them in the Settlement.

1           5.       The Court finds that no Settlement Class member objected to the Settlement, no  
2 class member has opted out of the Settlement, and that the 100% participation rate in the  
3 Settlement supports final approval.

4           6.       The Court hereby approves the settlement as set forth in the Settlement  
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement  
6 Agreement according to its terms.

7           7.       For purposes of settlement only, the Court finds that (a) the members of the  
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;  
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined  
10 community of interest among members of the Settlement Class with respect to the subject matter  
11 of the litigation; (c) the claims of the Class Representatives are typical of the claims of the  
12 members of the Settlement Class; (d) the Class Representatives have fairly and adequately  
13 protected the interests of the Settlement Class members; (e) a class action is superior to other  
14 available methods for an efficient adjudication of this controversy; and (f) Class Counsel are  
15 qualified to serve as counsel for the Class Representative and the Settlement Class.

16           8.       The Court orders that Defendants Laugh Factory, Inc. and Laugh Factory Long  
17 Beach deposit the Gross Settlement Amount of One Hundred Forty-Four Thousand Dollars and  
18 Zero Cents (\$144,000.00) with ILYM Group, Inc., the Settlement Administrator, as provided for  
19 in the Settlement. Specifically, Defendants shall transfer to the Administrator the first  
20 installment totaling \$50,000.04 within ten (10) calendar days after the date of this Order. Thirty  
21 (30) calendar days after Defendants transfer the first installment, Defendants shall transfer  
22 subsequent installments of \$7,833.33 per installment to the Administrator every thirty (30) days  
23 until the full Gross Settlement Amount has been paid, which shall total thirteen (13) total  
24 payments.

25           9.       The Court finds that the settlement payments, as provided for in the Settlement,  
26 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the  
27 individual payments in conformity with the terms of the Settlement.

1           10.     The Court finds that a service payment in the amount of \$7,500.00 for Plaintiff  
2 Josalyn O’Quinn is appropriate for her risks undertaken and service to the Settlement Class. The  
3 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement  
4 Administrator make this payment in conformity with the terms of the Settlement.

5           11.     The Court finds that a service payment in the amount of \$7,500.00 for Plaintiff  
6 Angelita Bonds is appropriate for her risks undertaken and service to the Settlement Class. The  
7 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement  
8 Administrator make this payment in conformity with the terms of the Settlement.

9           12.     The Court finds that a service payment in the amount of \$7,500.00 for Plaintiff  
10 Katarina Haines is appropriate for her risks undertaken and service to the Settlement Class. The  
11 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement  
12 Administrator make this payment in conformity with the terms of the Settlement.

13           13.     The Court finds that attorneys’ fees in the amount of \$48,000.00 (\$12,000 to JCL  
14 Law Firm, APC; \$12,000 to Zakay Law Group, APLC; and \$24,000 to Lidman Law, APC) and  
15 litigation costs of \$16,274.64 (\$6,339.50 to JCL Law Firm, APC; \$3,601.09 to Zakay Law  
16 Group, APLC; and \$6,334.05 to Lidman Law, APC) for Class Counsel, are fair, reasonable, and  
17 adequate, and orders that the Settlement Administrator distribute these payments to Class  
18 Counsel in conformity with the terms of the Settlement.

19           14.     The Court orders that the Settlement Administrator shall be paid \$5,500.00 from  
20 the Gross Settlement Amount for all of its work done and to be done until the completion of this  
21 matter, and finds that sum appropriate.

22           15.     The Court finds that the payment to the California Labor & Workforce  
23 Development Agency (“LWDA”) in the amount of \$7,500.00 for its share of the settlement of  
24 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act  
25 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute  
26 this payment to the LWDA in conformity with the terms of the Settlement.

1           16. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for  
2 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendants  
3 separately from, and in addition to, the Gross Settlement Amount.

4           17. The Court finds and determines that upon satisfaction of all obligations under the  
5 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will  
6 have released the Released Claims as set forth in the Settlement, and will be permanently barred  
7 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

8           18. Upon the Effective Date, by virtue of this Judgment, all Participating Class  
9 Members, on behalf of themselves and their respective former and present representatives,  
10 agents, attorneys, heirs, administrators, successors, and assigns, release Defendants and each of  
11 its former and present directors, officers, shareholders, agents, principals, heirs, representatives,  
12 owners, accountants, auditors, consultants, attorneys, insurers, predecessors, successors, assigns,  
13 subsidiaries, and affiliates (“Released Parties”) from (i) all claims that were alleged, or  
14 reasonably could have been alleged, based on the Class Period facts stated in the Operative  
15 Complaint including, but not limited to, all claims for: (i) failure to pay minimum wages; (ii)  
16 failure to pay overtime wages; (iii) failure to provide meal and/or rest breaks; (iv) failure to  
17 provide accurate, itemized wage statements; (v) failure to provide wages when due; and (vi)  
18 failure to provide reporting time pay, and (vii) claims for unfair competition arising from (i)  
19 through (vi).

20           19. The time period for the release of the Released Claims against the Released  
21 Parties shall be the same time period as the Class Period.

22           20. All Aggrieved Employees, including those who are Non-Participating  
23 Class Members, are deemed to release, on behalf of themselves and their respective  
24 former and present representatives, agents, attorneys, heirs, administrators, successors,  
25 and assigns, the Released Parties from all claims for PAGA penalties that were alleged,  
26 or reasonably could have been alleged, based on the PAGA Period facts stated in the  
27 Operative Complaint and the PAGA Notices.

1           21.     The time period for the release of the PAGA Released Claims against the  
2 Released Parties shall be the same time period as the PAGA Period. The PAGA Period is August  
3 12, 2018 to December 31, 2021.

4           22.     Plaintiffs and their respective former and present spouses, representatives, agents,  
5 attorneys, heirs, administrators, successors, and assigns generally, release and discharge  
6 Released Parties from all claims, transactions, or occurrences that occurred during the Class  
7 Period, including, but not limited to including but not limited to any and all tort claims, contract  
8 claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy  
9 claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims,  
10 invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any  
11 and all claims arising under any federal, state or other governmental statute, law, regulation or  
12 ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the  
13 California Labor Code, the Wage Orders of California’s Industrial Welfare  
14 Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age  
15 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act,  
16 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the  
17 California Family Rights Act, the Family Medical Leave Act, California’s Whistleblower  
18 Protection Act, California Business & Professions Code Section 17200 et seq., and any and all  
19 claims arising under any federal, state or other governmental statute, law, regulation or  
20 ordinance, as well as the following: (a) all claims that were, or reasonably could have been,  
21 alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that  
22 were, or reasonably could have been, alleged based on facts contained in the Operative  
23 Complaint, Plaintiffs’ PAGA Notices. (“Plaintiffs’ Releases.”) Plaintiffs’ Releases do not extend  
24 to any claims or actions to enforce this Agreement, or to any claims for vested benefits,  
25 unemployment benefits, disability benefits, social security benefits, workers’ compensation  
26 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs  
27 acknowledge that they may discover facts or law different from, or in addition to, the facts or  
28

1 law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs'  
2 Releases shall be and remain effective in all respects, notwithstanding such different or additional  
3 facts or Plaintiffs' discovery of them. For purposes of Plaintiffs' Releases, Plaintiffs expressly  
4 waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California  
5 Civil Code, which reads:

6 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**  
7 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**  
8 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
9 **EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR**  
10 **HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER**  
11 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

12 23. The releases identified and described/defined shall become effective on the date  
13 on which both the following have occurred Defendant fully funds the Gross Settlement Amount  
14 and the employer's share of payroll taxes.

15 24. This document shall constitute a final judgment pursuant to California Rule of  
16 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final  
17 approval hearing, the court must make and enter judgment. The judgment must include a  
18 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the  
19 judgment. The court may not enter an order dismissing the action at the same time as, or after,  
20 entry of judgment."

21 25. The Court will retain jurisdiction to enforce the Settlement, the Final Approval  
22 Order, and this Judgment.

23 **JUDGMENT IS SO ENTERED.**

24 08/01/2023

25 Dated: \_\_\_\_\_, 2023



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl  
Judge of the Superior Court