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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] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVES' SERVICE
PAYMENTS, AND ATTORNEYS' FEES
AND COSTS**

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

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

FILED
Superior Court of California
County of Los Angeles

08/01/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. McGreené Deputy

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1 This matter came on regularly for hearing before this Court on August 1, 2023, pursuant to
2 California Rule of Court 3.769 and this Court's February 28, 2023 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Class
4 Action and PAGA Settlement Agreement and Class Notice (herein "Settlement")¹ and the documents
5 and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved
6 in this case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All persons employed by Defendants Laugh Factory, Inc. and Laugh Factory Long
15 Beach ("Defendants"), or either of them in California and classified as non-exempt
16 who worked for Defendants, or either of them, during the Class Period.

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

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

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

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

1 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
2 3.769, and due process.

3 5. The Court finds that no Settlement Class member objected to the Settlement, that zero
4 (0) class members have opted out of the Settlement, and that the 100% participation rate in the
5 Settlement supports final approval.

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

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

18 8. The Court finds that given the absence of objections to the Settlement, and objections
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

1 10. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 11. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

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

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

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

19 15. The Court finds that attorneys’ fees in the amount of \$48,000.00 (\$12,000 to JCL Law
20 Firm, APC; \$12,000 to Zakay Law Group, APLC; and \$24,000 to Lidman Law, APC) and litigation
21 costs of \$16,274.64 (\$6,339.50 to JCL Law Firm, APC; \$3,601.09 to Zakay Law Group, APLC; and
22 \$6,334.05 to Lidman Law, APC) for Class Counsel, are fair, reasonable, and adequate, and orders that
23 the Settlement Administrator distribute these payments to Class Counsel in conformity with the terms
24 of the Settlement.

25 16. The Court orders that the Settlement Administrator shall be paid \$5,500.00 from the
26 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
27 finds that sum appropriate.
28

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

6 18. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
7 portion of the Net Settlement Amount allocated to wages shall be paid by Defendants separately from,
8 and in addition to, the Gross Settlement Amount.

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

13 20. The Settlement is not an admission by Defendants nor is this Order a finding of the
14 validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor
15 any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
16 deemed an admission of liability, culpability, or wrongdoing on the part of Defendants.

17 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
18 and the Judgment entered in connection with the Settlement.

19 19. The Settlement Administrator shall file a declaration regarding the disbursement of
20 Settlement funds on or before April 30, 2025, which accounts for the 13 installment payments and 180
21 day void deadline for check cashing.

22 **IT IS SO ORDERED.**

23
24 Dated: 08/01/2023, 2023



Carolyn B. Kuhl / Judge

Honorable Carolyn B. Kuhl
Judge of the Superior Court