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Attorneys for Plaintiffs

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

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

PLAINTIFFS,

vs.

LAUGH FACTORY, INC., a California  
 corporation, and Does 1 through 50, Inclusive,

DEFENDANTS.

Case No. 19STCV28155

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

Date: February 28, 2023

Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl

Dept.: 12

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

**02/28/2023**

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

1 This matter having come before the Honorable Judge Carolyn B. Kuhl of the Superior Court of  
2 the State of California, in and for the County of Los Angeles, at 10:30 a.m. on February 1, 2023, with  
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC Shani O. Zakay, Esq. of the Zakay Law Group,  
4 APLC, and Scott M. Lidman of Lidman Law, APC, as counsel for plaintiffs JOSALYN O'QUINN,  
5 ANGELITA BONDS, and KATARINA HAINES (hereinafter collectively "Plaintiffs"), and Scott J.  
6 Witlin, Esq. and Caroline C. Dickey, Esq. of Barnes & Thornburg LLP appearing for Defendants  
7 LAUGH FACTORY, INC. ("Defendants"). The Court, having carefully considered the briefs,  
8 argument of counsel and all the matters presented to the Court, and good cause appearing, hereby  
9 GRANTS Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement  
12 ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached hereto as  
13 **Exhibit "1"**. This is based on the Court's determination that the Settlement Agreement is within the  
14 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of  
15 Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms  
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that  
19 Defendants shall pay is One Hundred Forty-Four Thousand Dollars and Zero Cents (\$144,000.00). It  
20 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and  
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation  
22 relating to certification, liability, and damages issues. It further appears that investigation and research  
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective  
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional  
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further  
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of  
27 intensive, serious, and non-collusive arms-length negotiations.

1           4.       The Court preliminarily finds that the Settlement appears to be within the range of  
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court  
3 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily  
4 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and  
5 reasonable when balanced against the probable outcome of further litigation relating to certification,  
6 liability, and damages issues.

7           5.       Plaintiff seeks a Class Counsel Fees Payment in the amount of up to one-third of the  
8 Total Settlement Amount for attorneys' fees, currently estimated at Forty-Eight Thousand Dollars  
9 (\$48,000.00), Class Counsel Litigation Expenses Payment incurred not to exceed Twenty Thousand  
10 Dollars (\$20,000.00), and proposed Class/PAGA Representatives Service Payments to each of the  
11 Class/PAGA Representatives, Josalyn O'Quinn, Angelita Bonds, and Katarina Haines, in an amount  
12 not to exceed Seven Thousand Dollars (\$7,500) to each Class Representative. While these awards  
13 appear to be within the range of reasonableness, the Court will not approve the Class Counsel Fees  
14 Payment, the Class Counsel Litigation Expenses Payment, or the Class/PAGA Representatives Service  
15 Payments until the Final Approval Hearing.

16           6.       The Court recognizes that Plaintiffs and Defendants stipulate and agree to certification  
17 of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any  
18 other proceeding should this Settlement not become final. For settlement purposes only, the Court  
19 conditionally certifies the following Class:

20                   "all persons employed by Defendants, or either of them in California and  
21                   classified as non-exempt who worked for Defendants, or either of them,  
22                   during the Class Period [January 1, 2018, to December 31, 2021]."

23           7.       The Court concludes that, for settlement purposes only, the Class meets the requirements  
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is  
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)  
26 common questions of law and fact predominate, and there is a well-defined community of interest  
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the

Class/PAGA Representatives are typical of the claims of the Class Members; (d) the Class/PAGA Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class/PAGA Representatives in their individual capacities and as the representative of the Class Members.

8. The Court provisionally appoints plaintiffs JOSALYN O'QUINN, ANGELITA BONDS, and KATARINA HAINES as the representatives of the Class.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm, A.P.C., Shani Zakay, Esq. of the Zakay Law Group, APLC, and Scott M. Lidman of Lidman Law, APC as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the Proposed Notice of Class Action Settlement ("Class Notice") attached to the Agreement as **Exhibit "A"**. The Court finds that both notices appear to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the notices substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the Agreement.

11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within twenty-one (21) calendar days after the Preliminary Approval Date, Defendants shall provide to the Settlement Administrator the Class Data, including information regarding Class Members that Defendants will in good faith compile from its records, including each Class Member's full name; last known address; last known phone number; Social Security Number; and number of Class Period Workweeks and PAGA Periods. Within fourteen (14) days after receiving the Class Data from Defendants, the Settlement Administrator shall mail the Class Notice to all identified, potential Class

Members via first class U.S. Mail and electronic mail using the most current mailing address information available as identified by the Settlement Administrator.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Class Notice by following the instructions for requesting exclusion from the Settlement of the Released Class Claims that are set forth in the Class Notices. All requests for exclusion must be postmarked or received by the Response Deadline which is sixty (60) days after the date the Class Notice is mailed to the Class Members or, in the case of a re-mailed Class Notice, not more than fourteen (14) days from the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

13. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Class Notice. Class Members will have sixty (60) days from the date the Settlement Administrator mails the Class Notice to postmark their written objections to the Settlement Administrator.

14. A final approval hearing shall be held before this Court on                      at                      AM in Department 12 of the Los Angeles County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and

1 reasonable to the Class; and to finally approve the Class Counsel Fees Payment, Class Counsel  
2 Litigation Expenses Payment, Class/PAGA Representatives Service Payments, and the Administration  
3 Expenses Payment. All papers in support of the motion for final approval and the motion for Class  
4 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class/PAGA Representatives  
5 Service Payments shall be filed with the Court and served on all counsel no later than sixteen (16) court  
6 days before the Final Approval Hearing.

7 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder  
8 shall be construed as a concession or admission by Defendants in any way, and shall not be used as  
9 evidence of, or used against Defendants as, an admission or indication in any way, including with  
10 respect to any claim of any liability, wrongdoing, fault, or omission by Defendants or with respect to  
11 the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved,  
12 neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the  
13 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted  
14 in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendants,  
15 including, but not limited to, evidence of a presumption, concession, indication or admission by  
16 Defendants of any liability, fault, wrongdoing, omission, concession or damage.

17 16. In the event the Settlement does not become effective in accordance with the terms of the  
18 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become  
19 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties  
20 shall revert to their respective positions as of before entering into the Agreement. In such an event, the  
21 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used  
22 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of  
23 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

24 17. Pending final determination of whether the Settlement should be approved, Class/PAGA  
25 Representatives and all Class Members are barred and enjoined from filing, commencing, prosecuting,  
26 intervening in, instigating or in any way participating in the commencement or prosecution of any  
27 lawsuit, action or administrative, regulatory, arbitration or other proceeding, in any forum, asserting  
28

any claims that are, or relate in any way to, the Released Class Claims, unless and until they submit a timely request for exclusion pursuant to the Agreement.

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

19. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 02/28/2023



*Carolyn B. Kuhl*

Carolyn B. Kuhl / Judge

JUDGE OF THE SUPERIOR COURT