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**RECEIVED**  
LOS ANGELES SUPERIOR COURT

**APR 22 2019**

**S. DREW**

**CONFORMED COPY  
ORIGINAL FILED**  
Superior Court of California  
County of Los Angeles

**MAY 13 2019**

Sherri R. Carter, Executive Officer/Clerk of Court  
By: Dejane Wortham, Deputy  
Dejane Wortham

6 Attorneys for Plaintiff  
MARIAELENA SPRUNK, on behalf of herself and all  
7 others similarly situated

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF LOS ANGELES

11 MARIAELENA SPRUNK and SEBRINA  
BOW, on behalf of herself and all others  
12 similarly situated,

13 Plaintiffs,

14 v.

15 PLAN B CLUB, a business entity, form  
unknown, and DOES 1 through 100,  
16 inclusive,

17 Defendants.

) NO. BC471171 [CLASS ACTION]  
) [DESIGNATED COMPLEX]

) Date: April 19, 2019  
) Time: 3:00 p.m.  
) Dept: 11

) Hearing Judge: The Hon. Ann I. Jones  
) Date Action Filed: October 7, 2011  
) Trial Date: None

) ~~[PROPOSED]~~ JUDGMENT

18  
19 The Court having granted final approval of the class action and PAGA settlement  
20 herein, pursuant to California Rule of Court 3.769 and this Court's earlier order granting  
21 preliminary approval, judgment is entered as follows:

22 1. The Court has jurisdiction over the subject matter of this action, all settlement  
23 class members and defendant Prisma LLC, dba Plan B.

24 2. Final judgment is hereby entered in conformity with the settlement, this  
25 Court's preliminary approval order, and the order granting approval to the class action and  
26 PAGA settlement and release.

27 3. Class certification, previously granted is hereby made final and the Court  
28 identifies a settlement class of the following members:

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& CLARKE

1 "All persons employed by defendant as exotic dancers from October 7, 2011  
2 through July 15, 2015."

3 4. Notice was provided to settlement class members as set forth in the settlement  
4 agreement, subject to the Court's preliminary approval order. The notice process has been  
5 completed in conformity with the Court's orders. The Court finds that said notice was the  
6 best notice practicable under the circumstances and provided the settlement class members  
7 with due and adequate notice of the proceedings in matters set forth therein otherwise fully  
8 satisfied the requirements of California Code of Civil Procedure, section 1781(e),  
9 California Rule of Court 3.769, and due process.

10 5. The Court finds that given the absence of objections, and objections being a  
11 prerequisite to appeal, this judgment shall be considered final as of the date of notice of  
12 entry.

13 6. The settlement class members provide a full release based on the following  
14 provision in the settlement agreement:

15 "Upon the Effective Date, the Settlement Class Members (except those who  
16 validly and timely opt out other than Plaintiffs who are deemed Settlement  
17 Class Members), including their heirs, assigns, and estates, shall be deemed to  
18 fully forever, irrevocably and unconditionally release, and discharge  
19 Defendant and the Released Parties from any and all claims, debts, liabilities,  
20 demands, obligations, guarantees, penalties, premiums, costs, expenses,  
21 attorneys' fees, damages, liquidated damages, action or causes of action  
22 whatever kind or nature that were or could have been alleged in the Action,  
23 whether known or unknown, contingent or accrued, against Defendant or the  
24 Released Parties or any of them, under any federal (except FLSA claims),  
25 state or municipal statute, ordinance, regulation, order or common law,  
26 arising out of or related to the factual allegations in the Action ('Released  
27 Claims')."

28 (Settlement Agreement at paragraph 2.6.1.)

1           7.     Plaintiffs Mariaelena Sprunk and Sebrina Bow provide the following  
2 additional release, as follows:

3           “Subject to Court approval and in exchange for his general release including a  
4 full section 1542 release, Plaintiffs will receive a Service Award. More  
5 specifically, Plaintiffs agree to release, in addition to the Released Claims by  
6 Settlement Class Members described above, all claims, debts, liabilities,  
7 demands, obligations, guarantees, penalties, premiums, costs, expenses,  
8 attorneys’ fees, damages, liquidated damages, action or causes of action of  
9 any type whatsoever, between or among Plaintiffs and any of the Released  
10 Parties, whether known or unknown, to the greatest extent permitted by state  
11 or federal law, including, but not limited, to any and all claims (whether state,  
12 federal, or administrative) for compensation, salaries, wages, bonuses,  
13 commissions, overtime, benefits, sick pay, holiday pay, vacation, paid time  
14 off, paid leave benefits, penalties, interest, damages, back or front pay, costs,  
15 expenses, attorneys’ fees, employee benefits, promises on any and all of the  
16 above, remedies of any other type, breach of contract or duty, fraud,  
17 misrepresentation, defamation, disparagement, blackballing, discrimination or  
18 harassment in any form, wrongful discharge of employment; termination in  
19 violation of public policy; discrimination; harassment; retaliation; failure to  
20 provide reasonable accommodation; failure to engage in a good faith  
21 interactive process; breach of contract, both express and implied; breach of  
22 covenant of good faith and fair dealing, both express and implied; promissory  
23 estoppel; negligent or intentional infliction of emotional distress; negligent or  
24 intentional interference with contract or prospective economic advantage;  
25 unfair business practices; libel; slander; negligence; personal injury; assault;  
26 battery; invasion of privacy; false imprisonment; conversion; and disability  
27 benefits; any and all claims for violation of any federal, state, local, municipal  
28 or other governmental statute or ordinance, including, but not limited to, Title

KNAPP,  
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1 VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the  
2 National Labor Relations Act; the Rehabilitation Act of 1973; the Americans  
3 with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards  
4 Act, except as prohibited by law; the Fair Credit Reporting Act; the  
5 Occupational Safety and Health Act; the Consolidated Omnibus Budget  
6 Reconciliation Act of 1985; the Employee Retirement Income Security Act of  
7 1974; the Worker Adjustment and Retraining Notification Act; the Family  
8 and Medical Leave Act, except as prohibited by law; the Sarbanes-Oxley Act  
9 of 2002; the Internal Revenue Code of 1986, as amended; HIPAA, the  
10 California Family Rights Act; the California Labor Code; the California  
11 Industrial Welfare Commission Wage Orders; the California Business &  
12 Professions Code; and the California Fair Employment and Housing Act; the  
13 California Civil Code; the California Government Code; the California  
14 Constitution; and all claims for punitive damages, exemplary damages,  
15 attorneys' fees and costs, as well as any other statutes, laws regulations or  
16 damages of similar effect; all state or local laws or administrative orders, and  
17 any other related claims and/or penalties of any nature whatsoever including a  
18 general release of all claims including a Civil Code § 1542 waiver, any and  
19 all claims for monetary recovery and personal or individual relief, except as  
20 prohibited by law (collectively, "General Release").

21  
22 Plaintiffs understand that his General Release includes unknown claims and  
23 that they are, as a result, waiving all rights and benefits afforded by Section  
24 1542 of the California Civil Code. Section 1542 of the Civil Code provides:

25  
26 **A general release does not extend to claims which the creditor does not**  
27 **know or suspect to exist in his or her favor at the time of executing the**  
28 **release, which if known by him or her must have materially affected his**

1           **or her settlement with the debtor.”**

2 (Settlement Agreement at paragraph 2.6.3.)

3           The following settlement class members have timely requested exclusion from the  
4 class. Shelly Anderson, Dana Elder, Yuka Abiru and Adela Jandova.

5           8.       The Court finds that no settlement class members objected to the settlement.

6           9.       The Court has approved the Class and PAGA action settlement, and each of  
7 the releases and other terms, as set forth in the settlement agreement, as fair, reasonable and  
8 adequate.

9           10.      All of the claims asserted in the action are dismissed with prejudice as to the  
10 class representatives, plaintiffs Mariaelena Sprunk and Sebrina Bow, and all settlement  
11 class members, except those who have timely requested exclusion from the settlement,  
12 permanently barring them from pursuing any of the release claims as defined in the  
13 settlement agreement.

14           11.      Defendant Prisma LLC, dba Plan B shall pay the amount of \$450,000 as the  
15 settlement fund to be distributed as discussed in this Court’s order, and this judgment.

16           12.      The expenses of class administration occurred by CPT Group, Inc. in the  
17 amount of \$11,750 are approved for payment. These expenses are to be paid from the  
18 settlement fund.

19           13.      The Court confirms the appointment of Mariaelena Sprunk and Sebrina Bow  
20 as class representatives for the purposes of settlement. The class representative  
21 enhancement award payable from the settlement in the amount of \$9,250 is approved for  
22 payment to Mariaelena Sprunk. The class representative enhancement award payable from  
23 the settlement fund in the amount of \$2,500 is approved for payment to Sebrina Bow.

24           14.      The PAGA penalty of \$35,000 payable from the settlement fund is approved  
25 with 75% of this amount payable to the State, LWDA, and 25% payable, \$2,500 to each  
26 plaintiff, Mariaelena Sprunk and Sebrina Bow, and the remainder to the settlement class.

27           15.      Class counsel’s attorneys’ fees in the amount of \$190,000, payable from the  
28 settlement fund, are approved for the services of class counsel, Knapp, Petersen & Clarke.

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& CLARKE

1 16. Class counsel's costs in the amount of \$25,000 payable from the settlement  
2 fund, are approved to be paid to Knapp, Petersen & Clarke.

3 17. Except as otherwise set forth herein, each party is to bear its own attorneys'  
4 fees and costs. The consideration and payment set forth in the settlement agreement and  
5 this judgment are the only consideration, fees and expenses, that defendant Prisma LLC,  
6 dba Plan B and released parties shall be obligated to provide or otherwise fund or pay in  
7 connection with the settlement.

8 18. Neither the settlement nor any of the terms set forth in the settlement  
9 agreement constitute an admission by defendant Prisma LLC, dba Plan B or any of the  
10 other released parties of liability to the class representative or any settlement class member  
11 nor does this judgment constitute a finding by the Court of the validity of any of the claims  
12 alleged in the lawsuit, or of any liability of defendant Prisma LLC, dba Plan B or any  
13 released parties.

14 19. This document shall constitute a final judgment pursuant to California Rule of  
15 Court 3.769(h) which provides:

16 "If the court approves the settlement agreement after the final approval  
17 hearing, the court must make and enter judgment. The judgment must include  
18 a provision for the retention of the court's jurisdiction over the parties to  
19 enforce the terms of the judgment. The court may not enter an order  
20 dismissing the action at the same time as, or after, entry of judgment."

21 20. Without affecting the finality of this judgment in any way, the Court will  
22 retain jurisdiction to enforce the settlement agreement in this judgment and its order.

23 **A JUDGMENT AS DESCRIBED ABOVE IS ENTERED:**

24  
25  
26 Dated: **MAY 13 2019**

**RAFAEL A. ONGKEKO, JUDGE**

*for* \_\_\_\_\_  
Hon. Ann I. Jones  
Judge of the Superior Court of the State of  
California

27  
28  
KNAPP,  
PETERSEN  
& CLARKE

1 **PROOF OF SERVICE**  
2 **Sprunk v. Plan B Club**  
3 **BC471171**

4 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

5 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
6 and am not a party to the within action. My business address is 550 North Brand Boulevard, Suite  
7 1500, Glendale, California 91203-1922. On April 22, 2019, I caused the foregoing document(s)  
8 described as [PROPOSED] JUDGMENT to be served on the interested parties in this action as  
9 follows:

10  **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set  
11 forth on the attached service list.

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

14 Executed on April 22, 2019, at Glendale, California.

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**SERVICE LIST**  
**Sprunk v. Plan B Club**  
**BC471171**

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