

**FILED****KERN COUNTY SUPERIOR COURT****08/25/2025****BY Fogerson, Vickie  
DEPUTY**

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(Additional Counsel Listed on Next Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA****COUNTY OF KERN**

Coordination Proceeding Special Title  
 (Cal. Rules of Ct., Rule 3.550)

**AMF BOWLING WAGE AND HOUR  
CASES****INCLUDED ACTIONS:**

JAY PATEL, on behalf of himself and all other  
 aggrieved employees of Defendants in the State  
 of California,

Plaintiff,

v.

AMF BOWLING CENTERS, INC., a Virginia  
 Corporation, and DOES 1 THROUGH 50,  
 inclusive,

Defendants.

SHEILACY OWENS, individually, and on  
 behalf of other aggrieved employees pursuant to  
 the California Private Attorneys General Act;

Plaintiff,

v.

AMF BOWLING CENTERS, INC., a Virginia  
 corporation; and DOES 1 through 100,  
 inclusive,

Defendants.

Case No.: JCCP 5278

*Patel* Case No.: BCV-20-10523  
 Kern County Superior Court

*Owens* Case No.: 23CV025902  
 Alameda County Superior Court

*Van Horn* Case No.: 24CECG00030  
 Fresno County Superior Court

[Assigned for all purposes to the Honorable Bernard  
 C. Barmann Jr., Division H]

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

Date: August 25, 2025

Time: 8:30 a.m.

Division: H

Judge: Hon. Bernard C. Barmann Jr.

Complaint Filed: July 2, 2020

FAC Filed: September 16, 2020

SAC Filed: March 18, 2025

Trial Date: None Set

1 SARA VAN HORN, on behalf of herself and all  
2 others similarly situated, and on behalf of the  
general public,

3 Plaintiff,

4 v.

5 AMF BOWLING CENTERS, INC., a Virginia  
6 Corporation, AMF BOWLING CENTERS,  
INC. DBA BOWLMOR AMF CENTERS, and  
7 DOES 1 through 10, inclusive

8 Defendants.  
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Attorneys for Plaintiff Sara Van Horn

1 Plaintiffs Jay Patel, Sheilacy Owens, Pablo Gonzales, and Sara Van Horn's ("Plaintiffs") Motion  
2 for Preliminary Approval of Class Action and PAGA Settlement with Defendant AMF Bowling Centers,  
3 Inc. ("AMF" or "Defendant") (collectively, the "Parties") came before this Court on August 25, 2025. The  
4 Court, having considered the Parties' proposed Stipulation of Class and PAGA Representative Action  
5 Settlement ("Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Preliminary Approval, and  
6 all papers filed in support thereof,

7 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

8 1. This Order Granting Motion for Preliminary Approval of Class Action and PAGA  
9 Settlement ("Order") incorporates by reference all defined terms set forth in the Settlement Agreement,  
10 which is attached as Exhibit 1 to the Declaration of Graham S.P. Hollis in Support of Plaintiffs' Motion  
11 for Preliminary Approval of Class Action and PAGA Settlement, filed on July 9, 2025. To the extent the  
12 terms used in this Order are defined in the Settlement Agreement, the defined terms shall have the same  
13 meaning as set forth in the Settlement Agreement.

14 2. This Court has jurisdiction over the claims asserted in this Action and has personal  
15 jurisdiction over Plaintiffs, Defendant, and the Class.

16 3. The Court conditionally finds, for settlement purposes only, that the proposed Class meets  
17 the requirements for certification under California Code of Civil Procedure section 382. The Court  
18 provisionally certifies, for settlement purposes only, pursuant to California Code of Civil Procedure  
19 section 382 and California Rules of Court, rule 3.764, the Class defined as follows:

20 All current and former non-exempt employees of Defendant AMF who  
21 worked for AMF in California at any time between April 27, 2019 and  
Preliminary Approval Date, or if applicable, the Alternate End Date.

22 4. Should for any reason the Settlement not become final, the fact that the Parties were willing  
23 to stipulate to class certification as part of the Settlement shall have no bearing on, nor be admissible in  
24 connection with, the issue of whether a class should be certified in a non-settlement context.

25 5. Plaintiffs Jay Patel, Sheilacy Owens, Pablo Gonzales, and Sara Van Horn are hereby  
26 appointed and designated, for settlement purposes only, as the representatives of the Class.

27 6. The following attorneys are hereby appointed and designated as counsel for the Class:  
28 Graham S.P. Hollis, Dawn M. Berry, and Samara A. Bahu of GrahamHollis APC; Edwin Aiwazian,

Joanna Ghosh, and Melissa LeBlanc-Mansell of Lawyers for Justice, PC; and Roman Otkupman and Nidah Farishta of Otkupman Law Firm. The Court conditionally finds that Class Counsel is qualified to serve as counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such Class Member's own choosing and at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

7. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable, and adequate, and one that would ultimately merit final approval by this Court. The Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The Court finds, on a preliminary basis, that the Settlement is fair, adequate, and reasonable as to all Class Members when balanced against the potential outcomes of further litigation relating to liability and damages issues. The Court further finds that the Settlement has been reached as the result of serious and non-collusive, arm's-length negotiations by the Parties.

8. A Final Approval Hearing shall be held before this Court, located at 1215 Truxtun Ave., Bakersfield, California 93301, on December 18, 2025 at 8:30 a.m./~~p.m.~~ in Division H, to determine all necessary matters concerning the Settlement, including: whether the proposed Settlement of the Action should be finally approved by the Court; whether a Judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be finally approved as fair, reasonable, and adequate to the Class Members; and to finally approve the Class Counsel's fees and costs, the Class Representative Service Awards, the PAGA Penalties, and the Settlement Administrator's fees and costs.

9. Plaintiffs shall file their motion for final approval of the Settlement, including a request for approval for the Class Representative Service Awards, Class Counsel's fees and costs, the PAGA Penalties, and the Settlement Administrator's fees and costs no later than 16 court days prior to the Final Approval Hearing.

10. Within seven calendar days of this Order, Defendant shall provide the Settlement

1 Administrator with the Class Data, consisting of each Class Members' name, last known address, Social  
2 Security number, and the number Class Period Workweeks and PAGA Period Workweeks.

3 11. The Court hereby approves, as to form and content, the Notice of Class and Representative  
4 Action Settlement ("Class Notice"), attached as Exhibit 2 to the Declaration of Graham S.P. Hollis. The  
5 Court finds that distribution of the Class Notice, substantially in the manner and form set forth in the  
6 Settlement Agreement and this Order, meets the requirements of due process, is the best notice practicable  
7 under the circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

8 12. Counsel for the Parties are authorized to correct any typographical errors in the Class  
9 Notice and make clarifications, to the extent the same are found or needed, so long as such corrections do  
10 not materially alter the substance of the documents.

11 13. The Court hereby appoints Apex Class Action Administration as the Settlement  
12 Administrator. The Settlement Administrator shall administer the Settlement in accordance with the  
13 Settlement Agreement and this Order.

14 14. The Court orders the Settlement Administrator to simultaneously mail or cause to be mailed  
15 to Class Members the Class Notice by first class mail at their last known address within 20 calendar days  
16 of the date of this Order. The Settlement Administrator shall use the procedures and methods outlined in  
17 the Settlement Agreement.

18 15. Any Class Member may elect to be excluded from the class action portion of the Settlement  
19 by submitting a timely written and signed request to be excluded from the Class Settlement to the  
20 Settlement Administrator (an Opt-Out), as provided in the Settlement Agreement and Class Notice. To be  
21 valid, all Opt-Outs must be post marked on or before the Opt-Out Response Deadline. Class Members  
22 who do not submit a timely Opt-Out to the Settlement Administrator shall be bound by the Settlement  
23 Agreement, all determinations of this Court, and final judgment. PAGA Members are bound by and cannot  
24 request to be excluded from the PAGA Settlement.

25 16. Any Class Member who did not Opt-Out of the Settlement may object to the Settlement or  
26 express his or her views regarding the Settlement and may present evidence, and file briefs or other papers  
27 that may be proper and relevant to the issues to be heard and determined by the Court, as provided in the  
28 Settlement Agreement and Class Notice. All objections must be post marked on or before the end of the

1 Objection Deadline. Any Class Member who does not make their objection at or before the final approval  
2 hearing shall be deemed to have waived any such objection and shall be foreclosed from objecting to the  
3 Settlement at a later date.

4 17. The Settlement is not a concession or admission and shall not be used against Defendant  
5 or any of the AMF Releasees as an admission or indication with respect to any claim of any fault or  
6 omission by Defendant or any of the AMF Releasees. Whether or not the Settlement is finally approved,  
7 neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor  
8 any reports or accounts thereof, shall in any event be:

9 a. Construed as, offered or admitted in evidence as, received as or deemed to be  
10 evidence for any purpose adverse to Defendant or any of the AMF Releasees,  
11 including, but not limited to, evidence of a presumption, concession, indication, or  
12 admission by Defendant or any of the AMF Releasees of any liability, fault,  
13 wrongdoing, omission, concession, or damage; or

14 b. Disclosed, referred to, or offered or received in evidence against Defendant or any  
15 of the AMF Releasees in any further proceeding in the Action, or in any other civil,  
16 criminal, or administrative action or proceeding, except for purposes of settling the  
17 Action pursuant to the Settlement Agreement.

18 18. As of the date this Order is signed, all dates and deadlines associated with the Action shall  
19 be stayed, other than those pertaining to the administration of the Settlement.

20 19. In the event the Settlement does not become effective in accordance with the terms of the  
21 Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to  
22 become effective for any reason, this Order shall be rendered null and void and shall be vacated and the  
23 Parties shall revert to their respective positions as of before entering into the Settlement Agreement.

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1           20.     The Court reserves the right to adjourn or continue the date of the Final Approval Hearing  
2 and all dates provided for in the Settlement Agreement without further notice to Class Members, and  
3 retains jurisdiction to consider all further applications arising out of or connected with the proposed  
4 Settlement.

5           **IT IS SO ORDERED.**

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7           Dated: August 25, 2025

  
Signed: 8/25/2025 09:16 AM  
Hon. Bernard C. Barmann, Jr.  
Judge of the Superior Court