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FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS
01/14/2026
NOC ONASOBOLESKI CLERK OF THE COURT
JULIENNE DE SANTOS, DEPUTY



8 Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF KINGS**

11 JUAN A CHAVEZ MARTINEZ, TIMEKA R.
12 THORP, and CHRISTOPHER ALLEN
13 COFFEY, individuals, on behalf of themselves,
14 the State of California, as private attorneys
15 general, and all others similarly situated,

16 Plaintiffs,

17 v.

18 WOLD AMUSEMENTS INC., a California
19 corporation; and DOES 1 TO 50,

20 Defendants.
21

Case Number: 23CU0364

~~Proposed~~ Order

Date: January 13, 2026
Time: 8:15 am
Dept.: 2
Judge: Hon. Robert S. Burns

Complaint Filed: September 25, 2023
FAC Filed: December 4, 2023
SAC Filed: November 21, 2025

1 ~~[PROPOSED]~~ ORDER

2 Plaintiffs’ unopposed Motion for Preliminary Approval of a Class Action Settlement came
3 before this Court on January 13, 2026, in Department 2, the Honorable Robert S. Burns, presiding. The
4 Court having considered the papers submitted in support of the application of the parties, HEREBY
5 ORDERS THE FOLLOWING:

6 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
7 the terms set forth in the Settlement Agreement and Release of Class Action (the “Settlement
8 Agreement”) attached as **Exhibit A** to the Declaration of Jonathan Melmed in support of Plaintiffs’
9 Motion for Order Granting Preliminary Approval of Class Action Settlement. All terms used herein
10 shall have the same meaning as defined in the Settlement Agreement. The settlement set forth in the
11 Settlement Agreement appears to be fair, adequate and reasonable to the Class, and the Court
12 preliminarily approves the terms of the Settlement Agreement, including, without limitation:

- 13 a. A non-reversionary Gross Settlement Amount of **\$100,000.00**;
- 14 b. The Class Representative enhancement payments to the named Plaintiffs up to
15 **\$15,000.00 (\$5,000.00 for each Plaintiff)**;
- 16 c. Court approved attorneys’ fees to Class Counsel of up to **\$33,333.33**,
17 representing one-third of the Gross Settlement Amount;
- 18 d. Court approved litigation costs to Class Counsel of up to **\$10,000.00**;
- 19 e. Fees and Costs of the Settlement Administrator of up to **\$15,000.00**; and
- 20 f. A PAGA allocation of \$10,000.00, with **\$7,500.00** (i.e., 75%) payable to the
21 California Labor & Workforce Development Agency for its portion of the
22 PAGA penalties.

23 This Court has considered the papers in support of the Motion and the Settlement Agreement
24 and finds that, pursuant to C.R.C. Rule 3.769(d), the proposed Class should be certified for settlement
25 purposes only. Specifically, the Court finds for settlement purposes only that the proposed Class: (a) is
26 ascertainable; (b) is sufficiently numerous; (c) meets the commonality requirements; (d) the claims of
27 the Class Representatives are typical of the claims of the proposed Class Members; (e) Class
28 Representatives’ counsel has and is able to adequately represent the proposed Class; (f) the Class

1 Representatives are adequate to represent the Class; and (g) class-wide treatment of this dispute is
2 superior to individual litigation because common issues predominate over individual issues for
3 settlement purposes.

4 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
5 subject only to any objections that may be raised at the final fairness hearing and final approval by this
6 Court.

7 A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and
8 costs to Class Counsel, and the Class Representatives' enhancement award should be finally approved
9 as fair, reasonable and adequate as to the members of the Class is scheduled on the date and time set
10 forth in the Implementation Schedule.

11 This Court approves, as to form and content, the Notice of Proposed Class Action Settlement
12 ("Class Notice"), in substantially the form attached herein as **Exhibit 1**. The Court approves the
13 procedure for Class Members to participate in, to opt out of, and to object to, the Settlement as set forth
14 in the Settlement Agreement.

15 The Court directs the mailing of the Class Notice by first class mail to the Class Members in
16 accordance with the Implementation Schedule set forth below. The Court finds the dates selected for
17 the mailing and distribution of the Notice, as set forth in the Implementation Schedule, meet the
18 requirements of due process and provide the best notice practicable under the circumstances and shall
19 constitute due and sufficient notice to all persons entitled thereto.

20 It is ordered that the Settlement Class is preliminarily certified for settlement purposes only.

21 The Court preliminarily certifies for settlement purposes only the Settlement Class defined as
22 follows: *all individuals who are or were employed by Defendants as non-exempt employees during the*
23 *Class Period. See Settlement Agreement, at § 1.7. The Class Period is defined as the period of time*
24 *from September 25, 2019, through the date of preliminary approval of the settlement. See Settlement*
25 *Agreement, at § 1.10.*

26 Class Members who do not timely and validly Opt Out of the Class Settlement will be deemed
27 to participate in the Class Settlement and shall become Class Participants without having to submit a
28 claim form or take any other action. *See Settlement Agreement, at § 7.3. Each of the Releasing Parties,*

1 including each Class Participant, will be bound by the release of Released Claims as a result of the
2 Class Settlement and to the terms of the final judgment and the satisfaction of such judgment. *See*
3 Settlement Agreement, at § 11.1.

4 “Released Claims” shall mean those claims arising out of or related to the allegations set forth
5 in the operative complaint and/or PAGA notice to the California Labor and Workforce Development
6 Agency that arose during the Class Period and/or PAGA Period, including claims for: **(1)** failure to pay
7 minimum wage for all hours worked in violation of Labor Code sections 1194 and 1194.2, and the
8 applicable IWC Wage Order(s); **(2)** failure to pay proper overtime wages in violation of Labor Code
9 sections 510, 1197, and 1198, and the applicable IWC Wage Order(s); **(3)** failure to provide compliant
10 rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the
11 applicable IWC Wage Order(s); **(4)** failure to provide compliant meal periods and pay missed meal
12 period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage
13 Order(s); **(5)** failure to maintain accurate employment records in violation of Labor Code section 1174;
14 **(6)** failure to pay timely wages during employment in violation of Labor Code sections 204, 210;
15 **(7)** failure to pay all wages due and owing at separation in violation of Labor Code sections 201, 202,
16 and 203; **(8)** failure to provide complete and accurate wage statements in violation of Labor Code
17 sections 226 and 226.3; **(9)** failure to pay sick leave in violation of Labor Code section 246;
18 **(10)** deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation
19 of California’s Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); **(11)** statutory penalties
20 based on the foregoing pursuant to PAGA (Lab. Code, §§ 2698-2699.6); and **(12)** all claims for
21 liquidated damages, penalties, interest, fees, costs based on the foregoing. *See* Settlement Agreement,
22 at § 1.35. *See* Settlement Agreement, at § 1.35.

23 The Court appoints Plaintiffs Juan A. Chavez Martines, Timeka R. Thorp, and Christopher
24 Allen Coffey as Class Representatives, and Jonathan Melmed and Laura M. Supanich of Melmed Law
25 Group P.C. as Class Counsel.

26 The Court appoints Apex Class Action LLC as the Settlement Administrator.

27 To facilitate administration of the Settlement pending final approval, the Court hereby enjoins
28 Plaintiffs and all Class Members from filing or prosecuting any claims, suits or administrative

proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the time for filing claims with the Settlement Administrator has elapsed.

The Court orders the following **Implementation Schedule** for further proceedings:

a.	Deadline for Defendant to Submit Class Member Information to Settlement Administrator	[within 14 days after the Preliminary Approval Date]
b.	Deadline for Settlement Administrator to Mail Notice to Class Members	[within 28 days after preliminary approval]
c.	Deadline for Class Members to Postmark Requests for Exclusion	[45 days after mailing of the Class Notice]
d.	Deadline for Class Members to submit any Objections to Settlement	[45 days after mailing of the Class Notice]
e.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	[21 days prior to Final Approval and Fairness Hearing]
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees, Costs, and Enhancement Award	[16 Court days prior to Final Approval and Fairness Hearing]
g.	Final Approval and Fairness Hearing (the Court's first available date after _____, 2026)	10:00 a.m. on _____, 2026 at _____ a.m.

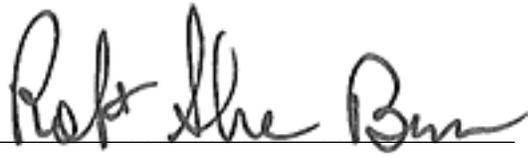
If any of the dates in this Implementation Schedule falls on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

The Court shall retain jurisdiction over the Action for all purposes pursuant to California Rule of Court 3.769 and California Rule of Civil Procedure § 664.6 to enforce the terms of the Settlement.

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IT IS SO ORDERED.

Dated: February 1, 2021



Hon. Robert S. Burns
Judge of the Superior Court, County of Kings