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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

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

Plaintiff,

vs.

INCREDIBLE ENTERTAINMENT, INC., a
California corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2023-01351823-CU-OE-CXC

Honorable David A. Hoffer
Department CX103

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING SETTLEMENT APPROVAL
AND ENTERING JUDGMENT**

Complaint Filed: September 28, 2023
Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on May 11, 2026, Plaintiff Vannessa Zendejas' ("Plaintiff") Motion for Approval of PAGA Settlement came on for hearing. Jill J. Parker, Esq. of Parker & Minne, LLP appeared on behalf of Plaintiff. Ashley Duke, Esq. of O'Hagan Meyer LLP appeared on behalf of Defendant Incredible Entertainment, Inc. The Court scheduled a Final Report Hearing for August 14, 2028 at 1:30 p.m. Plaintiff was ordered to give notice to Defendant and to the Labor and Workforce Development Agency. A true and correct copy of the Court's Order Granting Motion for Approval of PAGA Settlement and Entering Judgment is attached hereto as Exhibit A.

Dated: May 13, 2026

PARKER & MINNE, LLP

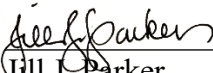
By: 
Jill J. Parker
Attorneys for Plaintiff

EXHIBIT A

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Attorneys for Vannessa Armesto, née Zendejas

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

MAY 12 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

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

Plaintiff,

vs.

INCREDIBLE ENTERTAINMENT, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2023-01351823-CU-OE-CXC

Honorable David A. Hoffer
Department CX103

~~REVISED PROPOSED~~ **ORDER
GRANTING MOTION FOR APPROVAL
OF PAGA SETTLEMENT AND
ENTERING JUDGMENT**

**Date: May 11, 2026
Time: 1:30 p.m.
Dept: CX103**

Complaint Filed: September 28, 2023
Jury Trial Date: None Set

1 **[PROPOSED] ORDER**

2 On May 11, 2026 at 1:30 p.m. in Department CX103 of the above-entitled Court, located
3 at 751 W. Santa Ana Boulevard, Santa Ana, California 92701, Plaintiff Vannessa Armesto, née
4 Zendejas's ("Plaintiff") Motion for Approval of PAGA Settlement ("Motion") came on for
5 hearing before the Honorable David A. Hoffer.

6 Plaintiff and Defendant Incredible Entertainment, Inc. ("Defendant") have executed a
7 PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"), attached as Exhibit
8 1 to the Declaration of Jill J. Parker in Support of Plaintiff's Motion for Approval of PAGA
9 Settlement. Having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, it is hereby **ORDERED, ADJUDGED, AND**
11 **DECREED AS FOLLOWS:**

12 1. Plaintiff's Motion for Approval of PAGA Settlement is granted in its entirety. Final
13 judgment is hereby entered in conformity with the Settlement.

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

17 3. The Court finds that Plaintiff has satisfied the prerequisites under the California
18 Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not
19 limited to, providing the California Labor and Workforce Development Agency ("LWDA") and
20 Defendant with notice of the specific provisions of the California Labor Code alleged to have been
21 violated, including, but not limited to, the facts and theories to support the alleged violations, in
22 conformity with California Labor Code § 2699.3(a).

23 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
24 in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to
25 intervene or appear in the above-captioned action ("Action").

26 5. The aggrieved employees covered under the Settlement consist of the following
27 individuals:

28 All current and former non-exempt and/or hourly-paid employees who worked for
Defendant in the State of California at any time during the PAGA Period (the "PAGA

1 Members”).

2 The PAGA Period is defined as the period from July 25, 2022 through the date that this Order and
3 Judgment is signed.

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code § 2699(s)(2), the Court has reviewed the sum
7 allocated for payment of penalties under PAGA (the “Net Settlement Amount”), and determines
8 that it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement
9 Amount. The Net Settlement Amount shall be the Gross Settlement Amount (\$150,000.00) less
10 the approved PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and
11 Administration Expenses Payment to Phoenix Settlement Administrators (the “Administrator”).
12 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA
13 (“LWDA Payment”) and twenty-five percent (25%) of the Net Settlement Amount shall be
14 distributed to the PAGA Members (“Employee PAGA Amount”) in accordance with this Order
15 and Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
18 Administrator to administer the Settlement and to make the payments as provided for by, and
19 consistent with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of Fifty Thousand Dollars and Zero Cents
21 (\$50,000.00) to Plaintiff’s Counsel, Lawyers *for* Justice, PC and Parker & Minne, LLP
22 (collectively, “Plaintiff’s Counsel”) for attorneys’ fees. This amount shall be paid from the Gross
23 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
24 Settlement Agreement.

25 10. The Court approves the payment of \$19,263.33 to Plaintiff’s Counsel for
26 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid
27 from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
28 Judgment and the Settlement Agreement.

1 11. Any allocation of attorneys' fees and costs between and among Plaintiff's Counsel
2 shall be made by the Administrator pursuant to the separate and independent agreement between
3 Plaintiff's Counsel.

4 12. The Court approves payment in the amount of Eight Thousand Four Hundred Ninety-
5 Eight Dollars and Seventy Cents (\$8,498.70) to the Administrator for the Administration Expenses
6 Payment. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
7 accordance with this Order and Judgment and the Settlement Agreement.

8 13. The Court approves the Notice of Representative PAGA Action Settlement (the
9 "Settlement Notice"), attached hereto as Exhibit 1, and the Administrator shall distribute the
10 Settlement Notice to PAGA Members at the same time that it distributes Individual PAGA
11 Payment checks to PAGA Members.

12 14. Within twenty-one days of the date this Order and Judgment is signed, Defendant
13 shall provide the Administrator with the PAGA Members List, in accordance with this Order and
14 Judgment and the Settlement Agreement.

15 15. Defendant shall fund the Gross Settlement Amount in twenty-four (24) equal monthly
16 installments of Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00). Defendant
17 shall make the first installment payment no later than ninety (90) days after the date this Order
18 and Judgment is signed. The remaining installment payments shall be made every thirty (30) days
19 thereafter until the Gross Settlement Amount has been fully funded.

20 16. Within fourteen (14) days after Defendant funds an amount sufficient to fully fund
21 the Employee PAGA Amount, the Administrator will mail checks for all Individual PAGA
22 Payments to PAGA Members. Within fourteen (14) days of the twenty-fourth (24th) and final
23 installment payment, the Administrator will disburse the LWDA PAGA Payment to the LWDA,
24 the Administration Expenses Payment to itself, the PAGA Counsel Fees Payment to Plaintiff's
25 Counsel, and the PAGA Counsel Litigation Expenses Payment to Plaintiff's Counsel.

26 17. All Individual PAGA Payment checks that are issued to PAGA Members shall be
27 valid and negotiable up to one hundred eighty (180) calendar days after the checks are initially
28 mailed to the PAGA Members, and thereafter, shall be cancelled. Any funds associated with such

1 cancelled checks will be distributed to the State of California's Unclaimed Property Fund.

2 18. PAGA Members shall not have the right to opt-out of or object to the Settlement. By
3 way of and upon the entry of this Order and Judgment, Plaintiff and each PAGA Member is
4 deemed to fully release and forever discharge Released Parties from the Released Claims.

5 19. Upon the Effective Date and the date that Defendant fully funds the entire Gross
6 Settlement Amount, Plaintiff and all PAGA Members are deemed to release, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs,
8 administrators, successors, and assigns, the Released Parties from any and all claims under the
9 California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 et seq.,
10 for the recovery of civil penalties, attorneys' fees, and costs, which Plaintiff and/or the PAGA
11 Members had, or may claim to have, against Defendant, arising out of the violations alleged in the
12 Complaint or the PAGA Notice, or which reasonably could have been alleged based on the facts
13 and legal theories contained in the Complaint or the PAGA Notice, including, but not limited to,
14 claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7,
15 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial
16 Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001.

17 20. Notice of this Order and Judgment shall be provided to PAGA Members through a
18 website maintained by the Settlement Administrator for the administration of this Settlement. The
19 Court orders the Settlement Administrator to post a copy of the operative Complaint, Settlement
20 Notice, Settlement Agreement, and this Order and Judgment on its website. This Order and
21 Judgment shall be submitted by Plaintiff to the LWDA through the online system established for
22 the filing of notices and documents, in conformity with California Labor Code § 2699(s)(3).

23 21. A final accounting hearing shall be held on May 30, 2028 at 1:30 p.m. or
24 August 14, 2028 at 1:30 a.m./(p.m.) in Dept. CX103 of the above-entitled
25 court, located at 751 W. Santa Ana Boulevard, Santa Ana, California 92701. Plaintiff's Counsel
26 shall submit a final administrator's report no later than ten (10) days prior to the final accounting
27 hearing addressing the status of the settlement administration, including the actual amounts paid
28 to the PAGA Members and the other amounts distributed under the Settlement, including any

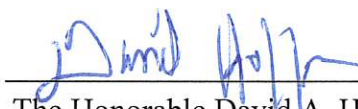
1 uncashed checks.

2 22. Without affecting the finality of this Order and Judgment, the Court shall retain
3 continuing jurisdiction over this action and the parties, and over all matters pertaining to the
4 implementation and enforcement of the terms of the PAGA Settlement Agreement pursuant to
5 Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or
6 controversies arising with or with respect to the interpretation, enforcement, or implementation of
7 the PAGA Settlement Agreement shall be presented to the Court for resolution.

8 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

9
10 Dated: _____

5/12/26



The Honorable David A. Hoffer
Judge of the Superior Court

EXHIBIT 1

NOTICE OF REPRESENTATIVE PAGA ACTION SETTLEMENT

Zendejas v. Incredible Entertainment, Inc., et al.

Orange County Superior Court Case No. 30-2023-01351823-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You are eligible to receive money from a lawsuit brought pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. ("PAGA") against Incredible Entertainment, Inc. ("Defendant") for alleged wage and hour violations. On July 25, 2023, a former employee, Vannessa Armesto ("Plaintiff") provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that she contends were violated (the "PAGA Notice"). On September 28, 2023, Plaintiff filed the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, et seq. (the "Complaint") in the action entitled *Zendejas v. Incredible Entertainment, Inc.*, Orange County Superior Court Case No. 30-2023-01351823-CU-OE-CXC (the "Action"). Plaintiff seeks payment of civil penalties under PAGA for all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the PAGA Period (July 25, 2022 to October 4, 2024) ("PAGA Members").

SUMMARY OF THE SETTLEMENT

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant violated California labor laws by failing to pay all minimum and overtime wages due, failing to timely pay wages due upon termination, failing to timely pay wages due during employment, failing to provide meal and rest periods, failing to issue accurate itemized wage statements, failing to maintain required payroll records, and failing to reimburse business expenses. Based on these claims, Plaintiff seeks civil penalties under PAGA. Plaintiff is represented by attorneys in the Action ("PAGA Counsel"):

Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Telephone: (818) 265-1020

Jill J. Parker, Esq.
S. Emi Minne, Esq.
PARKER & MINNE, LLP
700 S. Flower Street, Suite 1000
Los Angeles, California 90017
Telephone: (310) 882-6833

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that the Court has approved. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. The Settlement is for civil penalties under the

PAGA, and does not release claims for unpaid or underpaid wages. If you have a claim for unpaid or underpaid wages, this Settlement is without prejudice to your right to pursue such claims.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$150,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant will deposit the Gross Settlement into an account controlled by the Administrator of the Settlement by way of 24 monthly installments over the course of 2 years. The Administrator is using the Gross Settlement to pay the Individual PAGA Payments, PAGA Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to the LWDA. The Court entered Judgment on [insert date].
2. Court Approved Deductions from Gross Settlement. The Court has approved the following deductions from the Gross Settlement:
 - A. \$50,000.00 (one-third of the Gross Settlement) to PAGA Counsel for attorneys' fees and \$[insert amount of approved costs, not to exceed \$25,000.00] for their litigation expenses. To date, PAGA Counsel have worked and incurred expenses on the Action without payment.
 - B. [insert amount of approved administration costs, not to exceed \$10,000.00] to the Administrator for services administering the Settlement.
3. Net Settlement Distributed to LWDA and to PAGA Members. After making the above deductions in the amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") to the LWDA and the PAGA Members as follows: 75% to the LWDA and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Pay Periods.
4. Designation of Individual PAGA Payments as Penalties. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to this allocation, neither side is giving you any advice on whether your Payment is taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. You cannot opt-out of the Settlement. All PAGA Members are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the Complaint and the PAGA Notice during the PAGA Period (July 25, 2022 to October 4, 2024).

7. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice and to calculate and make payments. The Administrator will also mail and re-mail Settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is as follows:

Name of Settlement Administrator Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

8. PAGA Members' PAGA Release. Upon the Effective Date and the date when Defendant fully funded the entire Gross Settlement Amount, all PAGA Members are barred from asserting PAGA claims against Defendant that were asserted in the Complaint and the PAGA Notice and which arose during the PAGA Period. This means that all PAGA Members cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Release is as follows:

All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims under the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698 et seq., for the recovery of civil penalties, attorneys' fees, and costs, which Plaintiff and/or the PAGA Members had, or may claim to have, against Defendant, arising out of the violations alleged in the Complaint or the PAGA Notice, or which reasonably could have been alleged based on the facts and legal theories contained in the Complaint or the PAGA Notice, including, but not limited to, claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 and 5-2001.

The "Released Parties" are defined as Incredible Entertainment, Inc. and its past and present officers, directors, members, managers, and employees.

IV. HOW DID THE ADMINISTRATOR CALCULATE MY PAYMENT?

The Administrator calculated Individual PAGA Payments by: (a) dividing 25% of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member.

According to Defendant's records, during the period from July 25, 2022 to October 4, 2024 (i.e., the PAGA Period) you worked for Defendant as an hourly-paid or non-exempt employee in California for approximately [] Pay Periods.

Under the terms of the Settlement, your Individual PAGA Payment is \$ [].

V. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to PAGA Counsel or the Administrator using the contact information listed herein. Alternatively, you may also view the Settlement Agreement and documents filed in the Action for a fee by visiting the Court, at 751 West Santa Ana Boulevard, Santa Ana, California 92701 or 700 Civic Center Drive West, Santa Ana, California 92701, during business hours, or online by visiting the following website: <https://www.occourts.org/online-services/case-access>, clicking "Access Now" next to "Civil Case & Document Access", clicking "Accept Terms" on the following page, and then typing in the Case Number "30-2023-01351823" in the search field.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

VI. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.