

Electronically Submitted on 10/15/25 9:18 AM

~~RECEIVED NOT FILED~~
Superior Court of California,
County of Madera
10/15/2025 at 09:18:32 AM
By: Elyssa Barajas, Deputy Clerk

FILED
Superior Court of California,
County of Madera
10/20/2025

Adrienne Calip / Clerk of Court
By: Elyssa Barajas, Deputy Clerk

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10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF MADERA**

13 MAI VANG, individually and on behalf of all
14 others similarly situated,

15 Plaintiffs,

16 v.

17 STANTON OPTICAL, an unknown California
18 entity; MY EYELAB, an unknown California
19 entity; NOW OPTICS, LLC, a Limited
20 Liability Company; VISION PRECISION
21 HOLDINGS, LLC, a Limited Liability
22 Company; DANIEL STANTON, an
23 individual; and DOES 1 through 20, inclusive,

24 Defendants.

Case No. MCV090610

~~PROPOSED~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint Filed: October 25, 2023
Trial Date: None Set

1 ~~PROPOSED~~ ORDER AND JUDGMENT

2 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

3 On April 4, 2024, the Court entered an Order granting the Parties Joint Stipulation of Class
4 Action and PAGA Settlement; and Motion for Preliminary Approval (“Preliminary Approval
5 Order”), thereby preliminarily approving the settlement of the above-entitled action (the “Action”)
6 reached between Plaintiff Mai Vang (“Plaintiff”) and Defendants Now Optics, LLC and Vision
7 Precision Holdings, LLC (“Now Optics”) (collectively, the “Parties”), in accordance with the
8 Parties’ Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement” or
9 “Agreement”). The Court now has before it an order and judgment granting final approval of the
10 Settlement (“Final Approval Order and Judgment”).

11 Due and adequate notice having been given to Class Members and PAGA Members, and the
12 Court having reviewed the Settlement and duly considered all papers filed in support of the
13 Settlement including Declaration of Garvin Brown of ILYM Group, Inc. Regarding Notice and
14 Settlement Administration, all other papers filed and proceedings had hereto, the record in this
15 Action, and any oral argument, and good cause appearing, **THE COURT HEREBY ORDERS,**
16 **ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. The Court, for purposes of this Final Approval Order and Judgment, incorporates
18 and refers to all terms and definitions as set forth in the Settlement and confirmed below.

19 2. The Court finds that the Settlement has been made and entered into in good faith, the
20 terms of which are fair, reasonable, and adequate; was reached following meaningful discovery and
21 investigation conducted by Plaintiff and her counsel of record, including RAIMONDO | MILLER,
22 ALC and Pancer Law Corporation (“Class Counsel”); is the result of serious, informed, adversarial,
23 and arm’s-length negotiations between the Parties before an experienced class action mediator; and
24 therefore, meets the requirements for final approval. In so finding, the Court has considered all the
25 evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk,
26 expense, and complexity of the claims presented; the likely duration of further litigation; the
27 settlement amount reached; the extent of investigation and discovery completed; and the experience
28 and views of Class Counsel. The Court has further considered the absence of any objections to or

1 requests for exclusion from the Settlement. Accordingly, the Court hereby GRANTS Plaintiff's
2 Motion for Final Approval and ORDERS judgment to be entered in accordance with the terms herein
3 ("Judgment").

4 3. The Court certifies, for settlement purposes only, the following Class or Class
5 Members: "all current and former hourly-paid, non-exempt employees of Now Optics who were
6 employed by defendant in the state of California at any time during the Class Period ("Class
7 Members"). The Class Settlement Period is from June 10, 2018, through October 27, 2023.

8 4. For purposes of this Order, the Aggrieved Employees are defined as follows: "Class
9 Members who were employed by Defendant during the PAGA Settlement period." The PAGA
10 Settlement Period is from May 9, 2022, through October 27, 2023.

11 5. The Court finds that Plaintiff exhausted all administrative remedies required to bring
12 the PAGA claims asserted in this Action and are authorized to act as private attorneys general with
13 respect to the PAGA Released Claims being released under the Settlement. The Court further finds
14 that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
15 Development Agency ("LWDA") has been given timely notice of the Settlement, and has not
16 objected.

17 6. The Court finds that an ascertainable class of 884 class members exists and a well-
18 defined community of interest exists on the questions of law and fact involved because in the context
19 of the Settlement: (i) common issues of fact and law predominate over any individual questions; (ii)
20 the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating,
21 entering into, and implementing the Settlement, Plaintiff and Class Counsel have fairly and
22 adequately represented and protected the interest of the Class Members.

23 7. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
24 Administrator, completed the distribution of Class Notice to the Class in a manner that complies
25 with California Rule of Court 3.766. The Class Notice informed 884 prospective Class Members
26 and inclusive PAGA Members of the Settlement terms, their rights under the settlement and ability
27 to receive their settlement share, and informed the prospective Class Members of their rights to
28 submit a request for exclusion, their rights to comment on or object to the Settlement, and their

1 rights to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
2 Settlement. Sufficient period of time to respond and to act was provided by each of these
3 procedures. Therefore, the Parties provided adequate notice to all Class Members in compliance
4 with the law and due process. No Class Members filed a timely written objection to the Settlement
5 as part of this notice process, no Class Members filed a written statement of intention to appear at
6 the Final Approval and Fairness Hearing, and there were no requests for exclusion. However, on
7 or about September 18, 2025, the Parties entered into a Stipulation agreeing that prospective Class
8 Member Allison Dopp will be deemed to have timely and effectively opted out of the settlement of
9 the class action claims in this Settlement.

10 8. The Court hereby approves the terms set forth in the Settlement Agreement and finds
11 that the Settlement Agreement is, in all respects, fair, adequate, reasonable, consistent, and
12 compliant with all applicable requirements of the California Code of Civil Procedure, the California
13 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
14 and any other applicable law, and in the best interests of each of the Parties and Class Members.

15 9. Effective on the date when Defendants fully fund the entire Gross Settlement
16 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
17 Payments, Plaintiffs, Participating Class Members, the LWDA, and Aggrieved Employees, and
18 Class Counsel will release all claims against all Released Parties as follows:

19 a. “Released Parties” means Defendants and Defendants’ parent companies,
20 subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint
21 employers, and joint venturers past, present, and/or future, and each of their
22 direct and/or indirect officers, directors, members, managers, employees,
23 agents, representatives, attorneys, insurers, reinsurers, partners, investors,
24 shareholders, and administrators.

25 b. Release by Participating Class Members. All Participating Class Members, on
26 behalf of themselves and their respective former and present spouses,
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns,
28 release Released Parties from all claims that were alleged, or reasonably could

1 have been alleged, against Released Parties any and all claims, rights, demands,
2 liabilities and causes of action that are alleged, or reasonably could have been
3 alleged based on the facts and claims asserted in the operative Complaint in this
4 Action, and the May 9, 2023 PAGA Notice, including the following claims: (i)
5 failure to pay all regular wages, minimum wages, and overtime wages due; (ii)
6 failure to provide meal periods or compensation in lieu thereof; (iii) failure to
7 provide rest periods or compensation in lieu thereof; (iv) failure to provide
8 complete, accurate wage statements; (v) failure to pay wages timely at time of
9 separation; (vi) failure to pay regular rate wages based on overtime, meal period
10 premiums, and/or sick pay; (vii) failure to reimburse all business expenses, and
11 (viii) unfair business practices that could have been premised on the claims,
12 causes of action, or legal theories of relief described above or any of the claims,
13 causes of action or legal theories of relief pleaded in the operative Complaint.
14 This release shall apply to claims arising during the Class Period and should
15 advise that the Participating Class Members have not opted out, and as a result,
16 understand that they cannot participate in the Dopp Action for any claims or
17 receive any damages or compensation for such claims during the Class Period.
18 Participating Class Members also shall be deemed to have acknowledged and
19 agreed that that the Released Class Claims are disputed, the payments set forth
20 herein constitute full payment of any amounts alleged due to them for the
21 Released Class Claims, and that California Labor Code section 206.5 is not
22 applicable.

23 c. "Released PAGA Claims" Plaintiff, all PAGA Members, the LWDA, and the
24 State of California release the Released Parties from the Released PAGA
25 Claims.

26 d. Release of Additional Claim & Rights by Plaintiff: Plaintiff releases all claims
27 known or unknown, accrued or unaccrued, that she has or may have against
28 Released Parties, including execution of a California Civil Code section 1542

1 release and waiver. In consideration of the monetary sum provided to her by
2 Defendants, and subject to court approval, Plaintiff fully releases and forever
3 discharges the Released Parties from any all actions, causes of action, claims,
4 charges, complaints, liabilities, obligations, promises, agreements,
5 controversies, damages, actions, suits, rights, demands, liens, costs, losses,
6 debts, penalties, fines, wages, liquidated damages, restitutionary amounts,
7 attorneys' fees and costs, interest, punitive damages and expenses (including,
8 without limitation, back wages, penalties, liquidated damages, and attorneys'
9 fees and costs actually incurred) or liabilities of whatever kind or nature,
10 whether known or unknown, which Plaintiff has ever had, or hereafter may
11 claim to have, arising on or before the date the Agreement is signed, including,
12 without limitation, any claims for alleged violations of any contracts, express or
13 implied (including but not limited to any contract of employment); any contract
14 or covenant of good faith or fair dealing (express or implied); any tort, including,
15 without limitation, negligence, fraud, misrepresentation under California Labor
16 Code § 970, negligent infliction of emotional distress, intentional infliction of
17 emotional distress, slander and defamation; wrongful or constructive
18 termination; any "retaliation" claims; any claims relating to any breach of public
19 policy; any legal restrictions on Defendant's right to discharge employees or
20 refuse to hire applicants; and any federal, state, or other governmental statute,
21 regulation, order or ordinance, including, without limitation: (1) Title VII of the
22 Civil Rights Act of 1964 (race, color, religion, sex, and national origin
23 discrimination or harassment, including retaliation for reporting discrimination
24 or harassment); (2) 42 U.S.C. section 1981 (discrimination); (3) sections 503
25 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (4) Equal
26 Pay Act, 29 U. S .C. section 206(d) (equal pay); (5) Americans with Disabilities
27 Act, 42 U.S.C. sections 12100 et seq. (disability discrimination); (6) Family and
28 Medical Leave Act, 29 U.S.C. sections 2601 et seq. (family/medical leave); (7)

1 California Fair Employment and Housing Act, Cal. Gov't Code sections 12900
2 et seq. (discrimination or harassment in employment and/or housing, including
3 discrimination or harassment based on race, religious creed, color, national
4 origin, ancestry, disability, marital status, sex (including pregnancy), sexual
5 orientation, or age, including, without limitation, retaliation for reporting
6 discrimination or harassment); (8) California Family Rights Act, Cal. Gov't
7 Code sections 12945.1 et seq. (family/medical leave); (9) California Labor
8 Code, including but not limited to California Labor Code sections 2698 et seq.
9 (PAGA), or any Industrial Welfare Commission Wage Order; (10) the Fair
10 Labor Standards Act, 29 U.S.C. sections 201 et seq.; (11) Executive Order
11 11246 (race, color, religion, sex, and national origin discrimination or
12 harassment); (12) Executive Order 11141 (age discrimination); (13) California
13 Business and Professions Code sections 17200 et. seq., and (14) Employee
14 Retirement Income Security Act, 29 U.S.C. sections 1000 et seq. (employee
15 benefits). Plaintiff waives all rights and benefits afforded by California Civil
16 Code section 1542, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
22 DEBTOR OR RELEASED PARTY.

23 10. The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 11. Defendants shall fully fund the Gross Settlement Amount and the amounts necessary
26 to fully pay Defendants' employer payroll taxes owed on the Individual Class Payments within 14
27 calendar days of the Effective Date of the Settlement.

1 12. From the Gross Settlement Amount, Fifty-Two Thousand Two Hundred Fifty
2 Dollars and Zero Cent (\$52,250.00) shall be allocated from the Gross Settlement Amount for
3 settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay
4 seventy-five percent (75%) of the PAGA Payment, or Thirty-Nine Thousand One Hundred Eighty-
5 Seven Dollars and Fifty Cents (\$39,187.50), to the California Labor and Workforce Development
6 Agency ("LWDA"). Thirteen Thousand Sixty-Two Dollars and Fifty Cents (\$13,062.50) will be
7 distributed to PAGA Members. Aggrieved Employees' Released PAGA Claims are hereby
8 extinguished.

9 13. The Court confirms the appointment of Plaintiff as the Class Representative, for
10 settlement purposes only. In addition to any recovery that Plaintiffs are eligible to receive as a Class
11 Member, the Court approves and orders Class Representative Service Payments from the Gross
12 Settlement Amount in the amount of Seven Thousand Five Hundred Dollars and Zero Cents
13 (\$7,500.00) to Plaintiff, for her role and service as the Class Representative, for the risks and work
14 attendant to that role, and for her general release of claims, both known and unknown, and waiver
15 of section 1542 rights.

16 14. The Court awards Three Hundred Forty-Eight Thousand Two Hundred Ninety-Eight
17 Dollars and Fifty Cents (\$348,298.50) to Class Counsel, RAIMONDO | MILLER, ALC and Pancer
18 Law Corporation as attorneys' fees and finds this amount to be fair and reasonable in light of the
19 benefit obtained for the Class. The Court grants final approval of, awards, and orders the Class
20 Counsel fees payment to be made in accordance with the Settlement, with the following change:
21 RAIMONDO | MILLER, ALC to receive, of the fee award, \$185,000.00, and Pancer Law
22 Corporation to receive \$163,298.50. The Court awards \$9,357.65 to Class Counsel RAIMONDO |
23 MILLER, ALC in litigation costs, an amount which the Court finds to be reflective of the reasonable
24 costs incurred. This final amount is \$642.35 less than was allowed at preliminary approval of the
25 \$10,000.00 estimate at that time, which amount will be added to the net settlement amount available
26 for distribution to the class members. The Court grants final approval of and orders the Class
27 Counsel litigation expenses payment in this amount to be made in accordance with the Settlement.

1 15. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
2 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
3 Administrator in the amount of \$20,000.00 from the Gross Settlement Amount for its services and
4 costs of administration.

5 16. The Administrator shall issue all payments from the Gross Settlement Amount in
6 accordance with the Settlement and this Final Approval Order within 14 days after Defendant funds
7 the Gross Settlement Amount. Checks for Individual Class Payments and Individual PAGA
8 Payments shall be sent via United States Postal Service First-Class Mail. All settlement payment
9 checks shall be negotiable for 180 days from the date of mailing. Following the expiration of the
10 180-day check-cashing deadline, the Administrator shall transmit the funds represented by such
11 uncashed settlement checks to the California Controller's Unclaimed Property Fund in the name of
12 the Class Member and/or PAGA Member that failed to cash their check prior to the Void Date.

13 20. In accordance with California Rule of Court 3.771(b), notice of this Final Approval
14 Order and Judgment shall be given to the Class by the Administrator, who shall post a copy of this
15 Final Approval Order and Judgment on its website, the address of which was provided to Class
16 Members in the Class Notice, for no less than 90 calendar days following entry hereof.

17 21. This Final Approval Order and Judgment is intended to be a final disposition of the
18 Action in its entirety and is intended to be immediately appealable.

19 22. The obligations set forth in the Settlement are deemed part of this Final Approval
20 Order and Judgment, and the Parties are ordered to carry out the Settlement according to its terms
21 and provisions.

22 23. Following entry of this Final Approval Order and Judgment, and without affecting
23 the finality thereof, pursuant to Code of Civil Procedure section 664.6 and Rules of Court, Rule
24 3.769(h), the Court shall retain continuing jurisdiction over the Action and the Settlement, solely
25 for purposes of (i) enforcing the Settlement and the Judgment, (ii) addressing settlement
26 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

27 24. The Settlement is finally approved but is not an admission by Defendants of the
28 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of

1 law. The Parties have agreed that neither this Order and related Judgment, the Settlement, nor any
2 document referred to herein, nor any action taken to carry out the Settlement is, may be construed
3 as or may be used as an admission by or against Defendants of any fault, wrongdoing, or liability
4 whatsoever. The Parties have agreed that entering into or carrying out of the Settlement, and any
5 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
6 evidence of, an admission or concession with regard to the denials or defenses by Defendants.
7 Notwithstanding these restrictions, Defendants may file in the Action or in any other proceeding
8 this Order and related Judgment, the Settlement, or any other papers and records on file in the Action
9 as evidence of the settlement to support a defense of *res judicata*, collateral estoppel, release, or
10 other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or
11 Released PAGA Claims.

12 25. The Court sets a Compliance Hearing re: Distribution for February, 2026 at
13 11:00 AM in Department 44. Class Counsel are ordered to file a final report and declaration
14 by the Administrator regarding settlement distribution no later than five court days prior to the
15 Compliance Hearing. No appearance is required at the Compliance Hearing if the Administrator's
16 declaration filed prior to the hearing reports that all the distributions under the Settlement are
17 complete.

18 26. Nothing in the Settlement or this order purports to extinguish or waive Defendants'
19 rights to continue to oppose the merits of the claims in this Action, or class treatment of these claims
20 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

21
22 **IT IS SO ORDERED AND ADJUDGED.**

23
24 Dated: 10/20/2025



Judge of the Superior Court
The electronic signature and seal on
this document have the same validity
and legal force and effect as an original
signature and court seal. California
Government Code §68150(g).