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and on behalf of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CLAUDIA VILLALPANDO, individually
and on behalf of others similarly situated,

Plaintiffs,

vs.

FAROS UNLIMITED, INC., a California
corporation; CHAU ON, an individual; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV22456

*Assigned for all purposes to the Honorable Elihu
M. Berle, Dept. 6*

**~~[REVISED PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: July 1, 2026
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: September 18, 2023
FAC Filed: April 22, 2024
Trial Date: Not set

~~[REVISED PROPOSED]~~ ORDER

On July 1, 2026 at 10:00 a.m. in Department 6 of the above-captioned Court located at 312 N. Spring Street, Los Angeles, California 90012, Plaintiff Claudia Villalpando's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement, came on for hearing before the Honorable Elihu M. Berle. Blackstone Law, APC appeared on behalf of Plaintiff and Atkinson, Andelson, Loya, Ruud & Romo appeared on behalf of Defendants Faros Unlimited, Inc. and Chau On ("Defendants").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class Action Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of Miriam Schimmel in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

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

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Attorneys' Fees and Costs, Class Representative Service Payment, Settlement Administration Costs, and payments to the Participating Class Members provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval

1 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
2 the Settlement and preliminarily finds that the monetary settlement awards made available to the Class
3 Members are fair, adequate, and reasonable when balanced against the probable outcome of further
4 litigation relating to certification, liability, and damages issues.

5 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
6 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
7 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
8 (b) common questions of law and fact predominate, and there is a well-defined community of interest
9 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
10 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
11 protect the interests of the members of the Class; (e) a class action is superior to other available
12 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
13 counsel for Plaintiff in her individual capacity and as the representative of the Class.

14 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
15 follows:

16 All current and former non-exempt employees who worked for Defendant in the
17 State of California at any time during the Class Period and who have not executed
any agreement that releases the claims in the alleged Action.

18 (The Class Period is defined as the period from August 21, 2020 through March 22,
19 2024.)

20 7. The Court provisionally appoints Jonathan M. Genish, Miriam Schimmel, Joana Fang,
21 Alexandra Rose and Jared Osborne of Blackstone Law, APC as counsel for the Class ("Class
22 Counsel").

23 8. The Court provisionally appoints Plaintiff Claudia Villalpando as the representative of
24 the Class ("Class Representative").

25 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
26 Settlement ("Administrator").

27 10. The Court approves the following schedule:
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Deadline for Delivery of Class Data to the Administrator	July 22, 2026
Deadline for Mailing of Class Notice	August 4, 2026
Deadline to File Motion for Final Approval, Attorneys' Fees and Costs, Service Payment, and Settlement Administration Costs	September 4, 2026
Response Deadline	October 5, 2026
Deadline to File Responses to Written Objections and for Administrator to Submit Final Report Regarding Requests for Exclusion and Written Objections	November 6, 2026
Hearing on Motion for Final Approval, Attorneys' Fees and Costs, Service Payment, and Settlement Administration Costs	November 16, 2026 at 9:00 a.m.

11. Defendant will provide the Administrator with the following information about each Class Member: full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, and such other information as is necessary for the Administrator to calculate Workweeks (if applicable) (collectively referred to as the "Class Data") in conformity with the Settlement Agreement.

12. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks credited to each of them by submitting a written challenge to dispute the Workweeks, and of each Participating Class Member's right and opportunity

1 to object to the Class Settlement by submitting a written objection to the Administrator. The Court
2 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
3 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
4 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
5 all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice in
6 English and Spanish by First-Class U.S. Mail to all Class Members, pursuant to the terms set forth in
7 the Settlement Agreement.

8 13. The Court hereby preliminarily approves the proposed procedure, set forth in the
9 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
10 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
11 with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the
12 Response Deadline, or, in the case of a re-mailed Class Notice, the Response Deadline shall be
13 extended fourteen (14) calendar days from the original Response Deadline. Any such person who
14 timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled
15 to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any
16 right to object, appeal, or comment thereon. Class Members who do not submit a timely and valid
17 Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement Agreement
18 and any final judgment based thereon.

19 14. A Final Approval Hearing shall be held before this Court in Department 6 of the Los
20 Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012, to
21 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
22 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and
23 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
24 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
25 be approved as fair, adequate, and reasonable to the Class Members; and determine whether to approve
26 the requests for the Attorneys' Fees and Costs, Class Representative Service Payment, and Settlement
27 Administration Costs.

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1 15. To object to the Class Settlement, a Participating Class Member must submit their
2 written objection to the Administrator on or before the Response Deadline. The objection must be
3 signed and must contain the information that is required, as set forth in the Class Notice, including and
4 not limited to the grounds for the objection. Participating Class Members, individually or through
5 counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether
6 they have submitted an objection.

7 16. In the event the Settlement does not become effective in accordance with the terms of
8 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
9 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
10 the parties shall revert back to their respective positions as of before entering into the Settlement
11 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
12 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

13 17. The Court reserves the right to adjourn or continue the date of the Final Approval
14 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
15 Members and retains jurisdiction to consider all further applications arising out of or connected with
16 the Settlement.

17 **IT IS SO ORDERED.**

18 Dated: 07/15/2026



Elihu M. Berle

Elihu M. Berle / Judge
Honorable Elihu M. Berle
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Claudia Villalpando v. Faros Unlimited, Inc., et al.
Los Angeles County Superior Court Case No. 23STCV22456

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant Faros Unlimited, Inc.’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Settlement, object to the Settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action settlement has been reached between Plaintiff Claudia Villalpando (“Plaintiff”) and Defendants Faros Unlimited, Inc. and Chau On (“Defendants”) (Plaintiff and Defendants are collectively referred to as the “Parties”) in the case entitled *Claudia Villalpando v. Faros Unlimited, Inc.*, Los Angeles County Superior Court Case No. 23STCV22456 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on November 16, 2026 at 9:00 a.m. (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“Class” or “Class Member(s)” means all current and former hourly-paid and/or non-exempt employees who worked for Defendants within the State of California at any time during the Class Period and who have not executed any agreement that releases the claims alleged in the Action.

“Class Period” means the period from August 21, 2020 through March 22, 2024.

II. BACKGROUND OF THE ACTION

On September 18, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint (“Operative Complaint”) in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.* Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties have entered into a Class Action Settlement Agreement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Administrator”), Plaintiff Claudia Villalpando as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Jared Osborne
Kyle Wilson
Blackstone Law, APC

If you are a Class Member, you need not take any action to receive an Individual Class Payment, but you have the opportunity to request exclusion from the Settlement (in which case you will not receive an Individual Class Payment), object to the Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or Class Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his services in the Action; and (3) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Administrator.

Class Members are eligible to receive payment of their *pro rata* share of the Net Settlement Amount (“Individual Class Payment”) based on the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Payment that each Class Member may be entitled to receive (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Class Payment.

Each Individual Settlement Payment will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Payment will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Payments resulting in a net payment to the Settlement Class Member (“Individual Class Payment”). The employer’s share of taxes and contributions in connection with the wages portion of Individual Settlement Payments (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

If the Court grants final approval of the Settlement, Individual Class Payments will be mailed to Settlement Class Members at the address that is on file with the Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

- **From August 21, 2020 through March 22, 2024 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Administrator

("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and case number of the Action (*Villalpando v. Faros Unlimited, Inc., et al.*, Case No. 23STCV22456); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Administrator at the specified address listed in Section IV.B below, postmarked **on or before October 5, 2026**.

C. Your Estimated Individual Settlement Payment

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$ [REDACTED]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Payment reflected in this Class Notice is only an estimate. Your actual Individual Class Payment may be higher or lower.

If the Court grants final approval and there are no objectors, Defendants must fully fund the Gross Settlement Amount, plus Defendants' share of payroll taxes, no later than fourteen (14) business days after the Court enters a final Judgment. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail settlement checks and make the Court-approved payments under the Settlement.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released the Released Parties of all Released Claims.

"Released Claims" means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, and shall specifically include claims for Defendants' alleged failure to: (1) pay minimum and overtime wages, (2) provide compliant meal and rest periods and associated premium payments, (3) timely pay wages during employment and upon termination, (4) provide compliant wage statements, and (5) reimburse necessary business-related expenses; in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, and California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations. The Released Claims do not include claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

"Released Parties" means Defendants and their former and present directors, officers, shareholders, owners, members, supervisors, managers, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. The Attorneys' Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to his Individual Class Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Administrator

Payment to the Administrator is estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Payments and Individual Class Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Class Payment unless you decide to exclude yourself from the Settlement.

Unless you elect to exclude yourself from the Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Claims against the Released Parties as described in Section III.D above.

As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

Class Members may request to be excluded from the Settlement by submitting a letter (“Request for Exclusion”) to the Administrator, at the following address:

[Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and case number of the Action (*Claudia Villalpando v. Faros Unlimited, Inc.*, Los Angeles County Superior Court Case No. 23STCV22456); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Settlement; and (d) be returned by mail to the Administrator at the specified address above, postmarked **on or before October 5, 2026**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Class Payment, will not be bound by the Settlement (and the release of Released Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Object to the Settlement

You can object to the Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Administrator.

The Notice of Objection must: (a) contain the case name and case number of the Action (*Claudia Villalpando v. Faros Unlimited, Inc.*, Los Angeles County Superior Court Case No. 23STCV22456); (b) contain your full name, signature,

address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement setting forth all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Administrator at the specified address listed in Section IV.B above, postmarked **on or before October 5, 2026**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, on **November 16, 2026, at 9:00 a.m.**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can find more information regarding appearing remotely through LA Court Connect online at: <https://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by visiting Stanley Mosk Courthouse, 111 North Hill Street, California 90012, during normal business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui/>

You may also visit the Administrator's website at [REDACTED] for more information and documents relating to the Settlement.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

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I, Karina Hernandez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On July 7, 2026, I served a copy of the following document(s):

- On the interested parties as follows:

Attorneys for Defendant, FAROS
UNLIMITED, INC. and CHAU ON

- Executed on July 7, 2026 at Beverly Hills, California.

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