

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Claudia Villalpando and the Class

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

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

Plaintiff,

vs.

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

Defendants.

Case No. 23STCV22456

Honorable Elihu M. Berle
Department 6

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: November 16, 2026
Time: 9:00 a.m.
Dept.: 6

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

1 Plaintiff Claudia Villalpando's ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
3 Representative Service Payment, and Administration Expenses Payment came before this Court on
4 **November 16, 2026 at 9:00 a.m.** before the Honorable Elihu M. Berle in Department 6 of the above-
5 captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California
6 90012.

7 Having received and considered the Class Action Settlement Agreement ("Settlement
8 Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action Settlement, Class
9 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
10 Payment, and Administration Expenses Payment, the supporting papers filed by the Parties, the
11 Declarations of Class Counsel, the Class Representative, and the Administrator, and the evidence and
12 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
13 Action Settlement and documents thereto, the Court grants final approval of the Settlement and
14 **HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendants Faros Unlimited, Inc. and Chau On (together, "Defendants")
17 (collectively, with Plaintiff, the "Parties"), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: "All current and former non-exempt employees who worked for Defendants in the
20 State of California at any time during the Class Period and who have not executed any agreement that
21 releases the claims alleged in the Action." The "Class Period" is defined as the period from August
22 21, 2020 through March 22, 2024.

23 3. The Court appoints Plaintiff Claudia Villalpando as the Class Representative for
24 settlement purposes only.

25 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
26 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

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1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendants or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Participating Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff in the amount of
24 \$10,000.00.

25 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
26 to Class Counsel in the sum of \$166,666.67 and reimbursement of actual litigation costs and expenses
27 to Class Counsel in the sum of \$19,485.94. The attorneys’ fees and reimbursement of litigation costs
28 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is

determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of \$8,750.00 to ILYM Group, Inc. for performance of settlement administration services.

12. It is hereby ordered that within fourteen (14) business days after the Effective Date, Defendants will deposit the Gross Settlement Amount into an account established by the Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. It is hereby ordered that within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will distribute the Individual Class Payments to Participating Class Members, the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel, the Class Representative Service Payment to Plaintiff, and the Administration Expenses Payment to itself.

14. Each Individual Class Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to the California Controller's Unclaimed Property Division in the name of the Participating Class Member.

15. Upon entry of this Order and Judgment and date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the factual allegations arising during the Class Period as stated in the Operative Complaint and ascertained in the course of the Action including any and all claims for alleged violation of (1) Cal. Lab. Code §§ 1194, 1197, and 1197.1 for unpaid minimum wages; (2) Cal. Lab. Code §§ 510 and 1198 for unpaid overtime wages; (3) Cal. Lab. Code §§ 226.7 and 512(a) for unpaid meal period premiums; (4) Cal. Lab. Code § 226.7 for unpaid rest period premiums; (5) Cal. Lab. Code §§ 204 and 210 for wages not timely paid during employment; (6) Cal. Lab. Code § 226(a) for failure to

1 provide accurate wage statements; (7) Cal. Lab. Code §§ 201, 202, and 203 for final wages not timely
2 paid upon termination; (8) Cal. Lab. Code §§ 2800 and 2802 for failure to reimburse necessary
3 business expenses; and (9) Cal. Bus. & Prof. Code §§ 17200, et seq. for unfair competition
4 (collectively, “Released Class Claims”). Participating Class Members do not release any other claims,
5 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
6 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims
7 based on facts occurring outside the Class Period.

8 16. Upon entry of this Order and Judgment and date when Defendants fully fund the entire
9 Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the
10 Individual Class Payments, Plaintiff and Plaintiff’s respective former and present spouses,
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and
12 discharge the Released Parties from all claims, transactions, or occurrences that occurred during the
13 Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been,
14 alleged, based on the facts contained, in the Operative Complaint, or ascertained during the Action
15 and released under Section 5.2 of the Settlement Agreement; (b) claims, including but not limited to
16 all claims arising out of, based upon, or relating to Plaintiff’s employment with Defendants, in addition
17 to all claims that were, or reasonably could have been alleged based on the facts contained in the
18 Operative Complaint; and (c) the Parties acknowledge and agree that the Plaintiff’s release herein
19 includes all claims arising under the California Labor Code, including any potential individual claim
20 Plaintiff may have under the Private Attorneys General Act (“PAGA”) based on facts contained in the
21 Operative Complaint and/or PAGA notice (“Plaintiff’s Release”). The Plaintiff’s Release does not
22 extend to any claims or actions to enforce the Settlement Agreement, or to any claims for vested
23 benefits, unemployment benefits, disability benefits, social security benefits, or workers’
24 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
25 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the
26 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff’s
27 Release shall be and remain effective in all respects, notwithstanding such different or additional facts
28 or Plaintiff’s discovery of them. For purposes of the Plaintiff’s Release, Plaintiff expressly waives

1 and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil
2 Code, which reads:

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

7 17. "Released Parties" means Defendants and each if its former and present directors,
8 officers, shareholders, owners, members, supervisors, managers, attorneys, insurers, predecessors,
9 assigns, subsidiaries, and affiliates.

10 18. This Court shall retain jurisdiction with respect to all matters related to the
11 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
12 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
13 Settlement and the determination of all controversies relating thereto.

14 19. Notice of entry of this Order and Judgment shall be given to the Class Members by
15 posting a copy of this Order and Judgment on the Administrator's website for a period of at least sixty
16 (60) calendar days after the date of entry of this Order and Judgment.

17 20. A Non-Appearance Case Review re: Final Report is set for
18 _____ at _____ in Department 6 of this Court located at Spring
19 Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. The Administrator shall
20 file a Final Report by _____.

21 **IT IS SO ORDERED.**

22 Dated: _____

Honorable Elihu M. Berle