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Attorneys for Plaintiff PAUL F. MAISNIER
individually and on behalf of all others similarly situated.

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

PAUL F. MAISNIER, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

NATIONAL VISION, INC. dba AMERICA'S
BEST CONTACTS AND EYEGLASSES; and
DOES 1-50, inclusive,

Defendants.

Case No. 24CV018644

ASSIGNED FOR ALL PURPOSES TO:
Honorable Jill Talley, Dept. 23

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT; JUDGMENT**

Date: July 25, 2025
Time: 9:00 a.m.
Dept.: 23

1 This matter came on for hearing on July 25, 2025 at 9:00 a.m. in Department 23 of the
2 above-captioned Court on Plaintiff’s Motion for Final Approval of Class Action Settlement,
3 attorneys’ fees and costs, Enhancement Payment, administration costs, PAGA payment and
4 Judgment. For purposes of this Order and Judgment, the Court refers to all defined terms (i.e.
5 terms with initial capitalization) as set forth in the Stipulation Of Class, Collective, And
6 Representative Action Settlement (“Settlement Agreement”) and the Amendment To Joint
7 Stipulation Of Class, Collective, And Representative Agreement. See Exhibit A of the
8 Supplemental Declaration Of James Hawkins In Support Of Motion For Preliminary Approval
9 Of Class/Collective Action Settlement. Having received and considered the Settlement
10 Agreement, the supporting papers filed by the Parties, and the evidence and argument received
11 by the Court in conjunction with the Motion for Preliminary Approval of Class Action
12 Settlement, and the instant Plaintiff’s Unopposed Motion for Final Approval, Attorneys’ Fees,
13 Costs, Enhancement Payment, Administration Costs, and Entering of Final Judgment, the Court
14 grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
15 FOLLOWING DETERMINATIONS:

16 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
17 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
18 Settlement, of their right to receive their proportional Individual Settlement Payment, of their right
19 to request exclusion from the Class and the Settlement, of their right to comment upon or object
20 to the Settlement and to appear in person or by counsel at the final approval hearing and of the
21 date set for the Final Approval hearing. Adequate periods of time were provided by each of these
22 procedures.

23 2. In response to the Notice, no members objected and three members requested
24 exclusion. There are no outstanding disputes regarding the Settlement.

25 3. The Court finds and determines that this notice procedure afforded adequate
26 protections to Class Members and provides the basis for the Court to make an informed decision
27 regarding approval of the Settlement based on the Class Members’ response. The Court finds and
28 determines that the Notice provided in the Action was the best notice practicable, which satisfied

1 the requirements of law and due process. The Court also finds that the FLSA Notice constitutes
2 the best notice practicable under the circumstances, is in full compliance with the laws of the State
3 of California and, to the extent applicable, the United States Constitution and the requirements of
4 due process

5 4. The Court further finds and determines that the terms of the Settlement are fair,
6 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
7 finally approved, and that all terms and provisions of the Settlement Agreement should be
8 and hereby are ordered to be consummated.

9 5. The Court has certified a Class, as those terms are defined in and by the terms of
10 the Settlement Agreement, and the Court deems this definition sufficient for purposes of
11 California Rule of Court 3.765(a).

12 6. The Court hereby approves the terms set forth in the Settlement Agreement and
13 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties
14 to effectuate the Settlement according to its terms. The Court finds that the Settlement was reached
15 as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral
16 mediator. The Court further finds that the Parties conducted extensive investigation, research, and
17 discovery and that their attorneys were able to reasonably evaluate their respective positions. The
18 Court also finds that Settlement will enable the Parties to avoid additional and potentially
19 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
20 case. The Court has reviewed the monetary recovery provided as part of the Settlement and
21 recognizes the significant value accorded to the Class.

22 7. The Court hereby confirms James Hawkins, APLC, as Class Counsel in this action.

23 8. The Court hereby confirms Plaintiff PAUL F. MAISNIER as the Class
24 Representative in this action.

25 9. The Court finds and determines that the individual settlement payments to Class
26 Members provided for by the terms of the Settlement to be paid to the Class are fair and reasonable.
27 The Court hereby gives final approval to and orders the payment of those amounts be made to the
28 participating members of the Class in accordance with the terms of the Settlement.

1 10. The Court finds and determines that the \$250,000.00 PAGA Payment for alleged
2 civil penalties in this case, of which the Labor and Workforce Development Agency (“LWDA”)
3 shall receive 65%, or \$162,500.00, with the remaining \$87,500.00 of the PAGA Payment payable
4 directly to Aggrieved Employees, is fair, reasonable, and appropriate. The Court hereby gives final
5 approval to and orders that the PAGA Payment be paid in accordance with the Settlement.

6 11. The Court finds and determines the Enhancement Payment in the sum of
7 \$25,000.00 to Plaintiff Maisnier is fair and reasonable. The Court hereby orders the Administrator
8 to make this payment to the Plaintiff/Class Representative in accordance with the terms of the
9 Settlement Agreement.

10 12. The Court finds and determines that the payment to be paid to the Settlement
11 Administrator, Ilym Group, Inc. in the sum of \$27,950.00 for its fees and expenses incurred is fair
12 and reasonable. The Court hereby orders the Administrator to make this payment to itself in
13 accordance with the terms of the Settlement Agreement.

14 13. The Court finds and determines that the FLSA Settlement Fund shall not exceed
15 \$50,000.00. The Court hereby orders the Administrator to make this payment to the Collective
16 Members in accordance with the terms of the Settlement Agreement.

17 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
18 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys’ fees in the sum of
19 \$1,481,729.21 and litigation costs of \$13,914.84. The Court finds such amounts to be fair and
20 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
21 accordance with the terms of the Settlement Agreement.

22 15. Neither Defendant nor any related persons or entities shall have any further liability
23 for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except
24 as provided for by the Settlement Agreement.

25 16. The Court finds and determines that the releases contained in the Settlement
26 Agreement and Amendment thereto are appropriate and shall bind all Class Members who did not
27 timely opt out of the Settlement and all PAGA Members and FLSA Employees.
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17. Nothing in this Order shall preclude any action to enforce the Parties' obligations pursuant to the Settlement Agreement or pursuant to this Order.

18. The Court finds and determines that nothing in the Settlement Agreement, this Order, or the Judgment (1) is intended or will be construed as an admission of liability or wrongdoing by Defendant or any Released Party or (2) may be offered or admitted in evidence against Defendant or any Released Party (other than solely in connection with this Settlement).

19. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, Preliminary Approval Order and this Order.

20. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

21. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this order and the Settlement.

JUDGMENT

22. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769, and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Class Members and PAGA Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction with this Judgment. By operation of this Judgment, and in accordance with the Settlement Agreement, the Plaintiff and each Participating Class Member, PAGA Member, Collective Member, and the California Labor and Workforce Development Agency shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged with respect to all Released Parties any and all Released Claims for the Class Settlement Period of May 1, 2020 through June 17, 2024. Without affecting the finality of this Judgment, the Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the Judgment.

IT IS SO ORDERED.

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Date: _____

By: _____

Hon. Jill Talley
Judge of the Superior Court