

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

MONICA FERNANDEZ, as an individual;
EVA ZAVALA, as an individual; and
on behalf of all others similarly situated,

Plaintiffs,

v.

MICHAEL NICHOLAS DESIGNS, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 30-2023-01362788-CU-OE-CXC

*[Assigned for all purposes to the Hon. Layne H.
Melzer, Dept. CX102]*

**[AMENDED PROPOSED] ORDER OF FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT**

Date: August 27, 2026
Time: 2:00 p.m.
Dept.: CX102

Action Filed: November 17, 2023
Trial Date: Not Set

1 This matter came on regularly for hearing before this Court on August 27, 2026, pursuant to
2 California Rule of Court 3.769 and this Court's May 11, 2026 Further Amended Order Granting
3 Preliminary Approval of Class and PAGA Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Class Action and PAGA Settlement Agreement and First Amendment to Class
5 Action and PAGA Settlement Agreement (collectively "Settlement")¹ attached as Exhibit A to the
6 Supplemental Declaration of Milan Moore in Support of Motion for Preliminary Approval of Class
7 Action Settlement (ROA # 127) and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is
11 the product of good faith, arm's-length negotiations between the parties. Good cause appearing
12 therefor, the Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action Settlement
13 and ORDERS as follows:

14 1. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class
16 consisting of:

17 All individuals who worked as non-exempt employees of Defendants
18 Michael Nicholas Designs, LLC and/or Michael Nicholas Designs, Inc. in
California at any time during the Class Period.

19 The Class Period is the period of time starting on March 23, 2021 and
20 ending on June 30, 2025.

21 Additionally, for the purposes of this Settlement only, Aggrieved Employees includes:

22 All individuals who worked as non-exempt employees of Defendants
23 Michael Nicholas Designs, LLC and/or Michael Nicholas Designs, Inc. in
California at any time during the PAGA Period.

24 The PAGA Period is period of time starting on November 17, 2022 and
25 ending on June 30, 2025.

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27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned
28 to them in the Settlement.

1 2. Plaintiff Monica Fernandez and Plaintiff Eva Zavala are hereby confirmed as Class
2 Representatives, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC,
3 and Paul Haines of Haines Law Group, APC are hereby confirmed as Class Counsel.

4 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form
5 and manner of notice were approved by the Court on May 11, 2026, and the notice process has been
6 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
7 practicable under the circumstances. The Notice Packet (consisting of the *Court Approved Notice of*
8 *Class Action Settlement and Hearing Date for Final Court Approval, Workweek Challenge Form,*
9 *Request for Exclusion Form, and Objection Form*) provided due and adequate notice of the
10 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully
11 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
12 3.769, and due process.

13 4. The Court finds that zero (0) Notices were undeliverable, zero (0) of the 921 Settlement
14 Class members objected to the Settlement, two (2) Class Members have opted out of the Settlement,
15 and that the 99.7% participation rate in the Settlement supports final approval. The names of the two
16 valid opt outs are: Cory Nakanaela Kaleikau Hachten and Richard Kim.

17 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
18 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
19 according to its terms.

20 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
21 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)
22 there are questions of law or fact common to the Settlement Class, and there is a well-defined
23 community of interest among members of the Settlement Class with respect to the subject matter of
24 the litigation; (c) the claims of the Class Representatives are typical of the claims of the members of
25 the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests
26 of the Settlement Class members; (e) a class action is superior to other available methods for an
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efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representatives and the Settlement Class.

7. The Court finds that given the absence of objections to the Settlement, and objections being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

8. The Court orders that Defendants deposit the Gross Settlement Amount of \$773,360.00 and employer's share of payroll taxes on the portion allocated as wages with the Settlement Administrator by no later than the Effective Date.²

9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member.

10. The Court finds that the settlement payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments in conformity with the terms of the Settlement.

11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Monica Fernandez is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Eva Zavala is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

² This Settlement shall become effective on the "Effective Date," which is six months after the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. *See* Settlement, ¶ 1.18.

1 13. The Court finds that attorneys’ fees in the amount of \$232,008.00 (46.5% to Haines
2 Law Group, APC; 31% to Lidman Law, APC; and 22.5% to referring firm), and litigation costs of
3 \$11,388.32 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
4 Administrator distribute these payments to Class Counsel in conformity with the terms of the
5 Settlement.

6 14. The Court orders that the Settlement Administrator shall be paid \$13,500.00 from the
7 Gross Settlement Amount for all of its work done and to be done until the completion of this matter,
8 and finds that sum appropriate.

9 15. The Court finds that the payment to the California Labor & Workforce Development
10 Agency (“LWDA”) in the amount of \$30,000.00 (or 75% of the \$40,000 for PAGA Penalties) for its
11 share of the settlement of Plaintiffs’ representative action under the California Labor Code Private
12 Attorneys General Act (“PAGA”) is fair, reasonable, and adequate, and orders the Claims
13 Administrator to distribute this payment to the LWDA in conformity with the terms of the Settlement.
14 The remaining 25% or \$10,000 will be distributed to Aggrieved Employees.

15 16. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
16 portion of the Net Settlement Amount allocated to wages shall be paid by Defendants separately, and
17 in addition to, the Gross Settlement Amount.

18 17. The Court finds and determines that upon satisfaction of all obligations under the
19 Settlement and this Order, all Settlement Class Members, excluding the two (2) valid opt outs (Cory
20 Nakanaela Kaleikau Hachten and Richard Kim), will be bound by the Settlement, will have released
21 the Released Claims as set forth in the Settlement.

22 18. The Settlement is not an admission by Defendants nor is this Order a finding of the
23 validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall
25 be construed or deemed an admission of liability, culpability, or wrongdoing on the part of
26 Defendants.

1 19. All Participating Class Members release Defendants and all of their present and former
2 parent companies, subsidiaries, affiliates and joint ventures, and all of their owners, officers,
3 managers, directors, employees, agents, servants, registered representatives, attorneys, insurers,
4 successors and assigns, and any persons acting by through, under or in concert with any of them
5 (“Released Parties”) from any and all claims that were alleged, or reasonably could have been alleged,
6 based on or arising out of the facts stated in the Operative Complaint and/or ascertained in the court of
7 the Action and which occurred during the Class Period. The claims released include, without
8 limitation: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3)
9 failure to provide meal periods; (4) failure to authorize and permit all rest periods; (5) failure to
10 provide accurate, itemized wage statements; (6) failure to pay all wages owed upon termination; and
11 (7) unfair business practices in violation of Business and Professions Code section 17200, *et seq.*
12 premised on the above claims; and violation of or liability under California Labor Code under sections
13 201-204, 226 *et seq.*, 226.7, 226.8, 510, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1,
14 1198, the California Unfair Competition Law, and the relevant Wage Orders issued by the Industrial
15 Welfare Commission, and any and all related claims for penalties and attorneys’ fees and costs.

16 20. All Aggrieved Employees released the Released Parties from any and all claims for
17 PAGA penalties that were alleged, or reasonably could have been alleged, based on or arising out of
18 the facts stated in the Operative Complaint and/or the PAGA Notice and/or ascertained in the course
19 of the Action and which occurred during the PAGA Period. The claims released include, without
20 limitation: (1) failure to pay minimum wage for all hour worked; (2) failure to pay all overtime
21 compensation owed; (3) failure to provide all legally required meal periods and failure to pay meal
22 period premiums; (4) failure to provide all legally required rest periods and failure to pay rest period
23 premiums; (5) failure to furnish accurate and compliant itemized wage statements; (6) failure to pay all
24 earned wages at least twice during each calendar month; (7) failure to timely pay all final wages dur;
25 (8) failure to maintain accurate records; and (9) any and all related claims for attorneys’ fees and costs.

26 21. In consideration for Defendant’s promises and obligations under this Agreement, in
27 addition to the releases in the above paragraphs, Plaintiff Monica Fernandez and Plaintiff Eva Zavala
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1 release and discharge Released Parties from all claims, transactions, or occurrences that occurred
2 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could
3 have been, alleged, based on the facts contained, in the Operative Complaint; and (b) all PAGA claims
4 that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint
5 and Plaintiffs' PAGA Notices. Plaintiffs also agree to release, in addition to the Released Class
6 Claims and Released PAGA Claims, all claims whether known or unknown, under federal law, state
7 law, or local law against the Released Parties for the time period of March 23, 2021 through April 7,
8 2025. As part of this release, Plaintiffs further release all unknown claims against Defendants and any
9 of the Released Parties, covered by California Civil Code Section 1542, which states:

10 A general release does not extend to claims that the creditor or releasing party does not know
11 or suspect to exist in his or her favor at the time of executing the release and that, if known by
12 him or her, would have materially affected his or her settlement with the debtor or released
13 party.

14 22. The releases identified herein shall become effective on the date Defendants fully fund
15 the Gross Settlement Amount and the employer's share of payroll taxes pursuant to the terms of the
16 Settlement Agreement. Upon the effective date of the releases, all Settlement Class Members,
17 excluding the two (2) valid opt outs (Cory Nakanaela Kaleikau Hachten and Richard Kim), shall be
18 deemed to have, and by operation of Judgment shall have, released, waived and relinquished the
19 Released Class Claims and all Aggrieved Employees shall be deemed to have, and by operation of the
20 Judgment shall have, released, waived and relinquished the Released PAGA Claims.

21 23. This document shall constitute a final judgment pursuant to California Rule of Court
22 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
23 hearing, the court must make and enter judgment. The judgment must include a provision for the
24 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court
25 may not enter an order dismissing the action at the same time as, or after, entry of judgment."
26 Pursuant to section 664.6 of the California Code of Civil Procedure and California Rules of Court, rule
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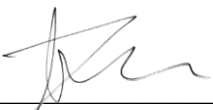
1 3.769(h), the Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and
2 this Judgment.

3 24. The Settlement Class members were provided notice that the Final Judgment would be
4 posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to
5 Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted for 180
6 days on the Settlement Administrator's website at fernandez-v-michael-nicholas-
7 designs.phoenixcases.com.

8 24. The Final Accounting hearing is set for **October 14, 2027** at 2:00 p.m. in Department
9 CX102. The Settlement Administrator's declaration regarding the disbursement of Settlement funds
10 shall be filed no later than sixteen (16) court days prior to the hearing date.

11 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

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13 Dated: September 9, 2026

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Honorable Layne H. Melzer
Judge of the Superior Court