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MONICA FERNANDEZ and EVA ZAVALA

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]*

**DECLARATION OF MILAN MOORE
IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: August 27, 2026

Time: 2:00 p.m.

Dept.: CX102

1 I, MILAN MOORE, declare as follows:

2 1. I am a Partner at Lidman Law, APC, counsel for the named plaintiffs Monica Fernandez
3 and Eva Zavala (collectively, "Plaintiffs") and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2015 graduate of UConn School of Law. I was admitted to the California State Bar
8 in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced
9 exclusively in the area of employment litigation. Prior to joining Lidman Law, APC, I worked for an
10 employment litigation boutique, where I successfully represented employees in discrimination,
11 harassment, retaliation and wrongful termination cases in both state and federal court. While non-
12 exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing
13 research and analysis, drafting complaints, attending court hearings, corresponding with opposing
14 counsel, drafting and responding to written discovery, preparing for and taking and defending
15 depositions, drafting and opposing motions for remand, demurrers and motions to strike, motions to
16 compel, drafting mediation briefs, and attending mediations.

17 3. Beginning on June 11, 2018, I worked as an associate at my current firm, Lidman Law,
18 APC. In December 2024, I was promoted to Partner. I am currently staffed on approximately seventy
19 (70) active wage and hour class action lawsuits in both state and federal court.

20 4. I have been appointed Class Counsel in *Hanke v. C&W Facility Services, Inc.*, Case No.
21 CIVDS1814412, California Superior Court, County of San Bernardino, Honorable Judge David Cohn
22 presiding; *Molina v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los
23 Angeles, Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*,
24 Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F.
25 Highberger presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior
26 Court, County of Los Angeles, Honorable Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*,
27 Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes
28

1 presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior
2 Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Guzman v. Century Blinds*,
3 Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S.
4 Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior
5 Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Romero v. Fillmore*
6 *Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable
7 Judge Maren E. Nelson presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior
8 Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v. Canton Food Co.*,
9 *Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S.
10 Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*, Case No. 2:18-cv-06036-PSG-
11 SS, United States District Court for the Central District of California, the Honorable Judge Philip S.
12 Gutierrez presiding.

13 5. In 2023 and 2024, Thomson Reuters and Los Angeles Magazine recognized me as a Top
14 Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyer. This is an
15 honor awarded to no more than two and a half percent of attorneys under the age of forty in Southern
16 California each year.

17 6. I have been intimately involved in every aspect of this case from its inception through the
18 present, and I believe that the proposed Settlement is a favorable result for the Settlement Class Members
19 under the circumstances presented.

20 7. On November 17, 2023, Plaintiff Fernandez filed a putative class action complaint against
21 Defendant Michael Nicholas Designs (“Michael Nicholas Designs, Inc”) in Orange County Superior
22 Court. On November 17, 2023, Plaintiff Fernandez submitted a letter to the California Labor &
23 Workforce Development Agency (“LWDA”) and Defendant Michael Nicholas Designs advising of her
24 intention of filing a PAGA claim based on the Labor Code violations alleged in her operative complaint.
25 On January 22, 2024, Plaintiff Fernandez filed a First Amended Complaint (“FAC”) adding a cause of
26 action for penalties under the PAGA.

1 8. On July 18, 2024, Plaintiff Zavala submitted a letter to the LWDA and Defendant Michael
2 Nicholas Designs advising of her intention of filing a PAGA claim based on the Labor Code violations
3 alleged within the letter.

4 9. Plaintiff Fernandez and Defendant Michael Nicholas Designs, Inc. entered a stipulation
5 allowing Plaintiff Fernandez leave to amend her FAC to add Eva Zavala as a named plaintiff. On August
6 26, 2024, Plaintiff Fernandez filed a Second Amended Complaint (“SAC”) adding Plaintiff Zavala.

7 10. On February 4, 2025, Plaintiffs filed an Amendment to Complaint adding Michael
8 Nicholas Designs, LLC as a named defendant.

9 11. Therefore, Plaintiffs allege that Defendants: (1) failed to pay all overtime wages owed;
10 (2) failed to pay all minimum wages owed; (3) failed to provide meal periods; (4) failed to authorize and
11 permit all rest periods; (5) failed to provide accurate, itemized wage statements; (6) failed to pay all
12 wages owed upon termination; (7) engaged in unfair competition; and (8) are liable for civil penalties
13 under the PAGA.

14 12. As explained in detail in the Motion for Preliminary Approval, Plaintiffs’ primary theories
15 of liability are related to Defendants’ alleged unlawful wage and timekeeping policies and practices.
16 Specifically, Plaintiffs allege that they and other non-exempt employees were required to wait in line to
17 be able to clock in at 6:30 a.m., often times waiting in line up to 30 minutes before clocking in. They
18 further allege that Defendants did not compensate their non-exempt employees for this time.
19 Accordingly, Plaintiffs contend that Defendants did not compensate Plaintiffs and other non-exempt
20 employees for all minimum and overtime wages earned.

21 13. Defendants contend that non-exempt employees did not wait up to 30 minutes in line
22 waiting to clock in. Defendants further contend that they compensated Settlement Class members for all
23 of their time worked. Defendants assert that Plaintiffs would be unable to certify this class given the
24 individualized inquiries that would be required.

25 14. Plaintiffs further allege that they and the Settlement Class Members were not provided
26 with all legally-compliant meal periods beginning before the end of the fifth hour of work and that
27 Defendants did not require them to clock in and out for meal periods. Further, Plaintiffs allege that
28

1 Defendants used a bell signaling system that rang twice, exactly 30 minutes apart, and Plaintiffs and other
2 non-exempt employees had to be back at their workstations at the time of the second bell resulting in
3 short or otherwise unlawful meal periods.

4 15. Defendants contend they have always maintained a lawful meal period policy and there
5 was no obligation to record the start and stop time of meal periods because all operations ceased during
6 that time. Further, Defendants contend that they have always provided non-exempt employees with an
7 opportunity to take legally compliant meal periods, and any non-compliant meal periods were solely the
8 result of employee choice, rather than any policy or practice of Defendants. Defendants point out that
9 under *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, they are only required to
10 “provide” the opportunity to take meal periods, not “ensure” meal periods are taken, and that they have
11 always done so. Defendants argue that they had a lawful bell schedule for breaks, and that employees
12 were instructed to report any non-compliant meals in order to receive a meal period premium. Finally,
13 Defendants contend Plaintiffs’ meal period claim is not suited for class certification, given that individual
14 inquiries would be required to assess which employees took non-compliant meal periods, how many meal
15 periods were non-compliant or missed, and the reasons why a particular employee took a non-compliant
16 meal period or missed a meal period during a particular shift.

17 16. Plaintiffs allege that they and Settlement Class Members were also not authorized and
18 permitted to take all required rest periods due to Defendants’ rest period practices. Specifically, Plaintiffs
19 contend that due to work demands and the bell signaling system, non-exempt employees were not
20 authorized and permitted to take duty-free net 10-minute rest periods.

21 17. Defendants counter they have always maintained and enforced lawful rest period policies
22 and practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
23 periods in compliance with California law. Defendants also argue that Plaintiffs’ rest period claim is
24 inherently unsuited for class treatment as it requires an individualized inquiry into whether each
25 Settlement Class Member was in fact authorized and permitted to take a compliant rest period, which
26 would devolve into an unmanageable series of mini-trials.

1 18. Plaintiffs further allege that Defendants issued inaccurate wage statements in violation of
2 Labor Code § 226 as a result of the alleged unpaid wages and unpaid meal and rest period premium wages
3 described above. Specifically, Plaintiffs contend that this conduct violated Labor Code § 226(a) because
4 the wage statements issued to Settlement Class Members did not include all hours worked.

5 19. Defendants argue that their alleged wage statement violations could not be shown to be
6 “knowing and intentional,” and that Plaintiffs cannot show that they or any other employee “suffer[ed]
7 injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
8 imposition of penalties.

9 20. Plaintiffs allege that Defendants are also liable for waiting time penalties under Labor
10 Code section 203 as a result of their failure to pay all wages at the time of separation of employment.

11 21. Defendants assert they have strong defenses to the waiting time claim because there exist
12 good-faith disputes as to Plaintiffs’ underlying claims, precluding imposition of penalties.

13 22. Plaintiffs also seek civil penalties under the PAGA as a result of the foregoing alleged
14 Labor Code violations.

15 23. Defendants argue that Plaintiffs’ PAGA claim will fail for the same reasons that their
16 underlying claims will fail. Defendants also maintain that, given their good faith defenses, this Court
17 would exercise its discretion to substantially reduce any PAGA penalties if it were to find Defendants
18 liable for any of Plaintiffs’ claims.

19 24. These considerations not only bore heavily on the negotiations leading to the Settlement,
20 but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of
21 further litigation. Class Counsel carefully vetted the claims at issue and conducted a detailed liability
22 analysis of class-wide data to arrive at the calculated damages figures.

23 25. The Parties engaged in informal discovery. After agreeing to participate in private
24 mediation, Defendants informally produced a 20% sampling of timekeeping and payroll data for the
25 putative class, as well as their wage and hour policies and other documents and information relevant to
26 the claims alleged.

27 After the detailed review of the timekeeping and payroll records and Defendants’ wage and hour
28 policies, Class Counsel drew on their extensive experience in similar cases to assess the strengths and

1 weaknesses of Plaintiffs' case. This informal discovery allowed the Parties to assess the merits and value
2 of Plaintiffs' claims and Defendants' defenses thereto, if a settlement could not be reached.

3 26. On January 30, 2025, a mediation was held with Marc J. Feder, Esq., a well-respected
4 wage and hour class action mediator. During mediation, the Parties vigorously debated their opposing
5 legal positions, the likelihood of certification of Plaintiffs' claims, and the legal basis for the claims and
6 defenses. Ultimately, the Parties agreed to the mediator's proposal and signed a Memorandum of
7 Understanding. In the months that followed, the Parties finalized the terms of settlement and executed
8 the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement").

9 27. Plaintiffs submitted the Settlement to the Court and the LWDA with their Motion for
10 Preliminary Approval on May 23, 2025. On October 30, 2025, the Court required the Parties to amend
11 the settlement agreement and submit a supplemental brief. The Parties executed a First Amendment to
12 Class Action and PAGA Settlement Agreement and submitted the amendment to the Court and LWDA
13 with supplemental briefing on January 26, 2026.

14 28. On March 3, 2026, the Court issued an order Granting Preliminary Approval of the
15 Settlement. A true and correct copy of the Order Granting Preliminary Approval is attached hereto as
16 **Exhibit A**. Plaintiffs submitted the Order Granting Preliminary Approval to the LWDA on March 25,
17 2026. A true and correct copy of the submission to the LWDA of the Order Granting Preliminary
18 Approval is attached hereto as **Exhibit B**.

19 29. On May 11, 2026, per the Parties' stipulation and request, the Court further amended the
20 order granting preliminary approval correcting the Class and PAGA Periods to accurately reflect the end
21 of the Class and PAGA Periods per the Settlement. A true and correct copy of the Further Amended
22 Order Granting Preliminary Approval is attached hereto as **Exhibit C**. The Further Amended Order
23 Granting Preliminary Approval was submitted to the LWDA on May 12, 2026. A true and correct copy
24 of the submission to the LWDA of the Further Amended Order Granting Preliminary Approval is
25 attached hereto as **Exhibit D**.

26 30. The Settlement Class encompasses: all individuals who worked as non-exempt employees
27 of Defendants Michael Nicholas Designs, LLC and/or Michael Nicholas Designs, Inc. in California at
28 any time during the Class Period. The Class Period is the period of time starting on March 23, 2021 and

1 ending on June 30, 2025.

2 31. In my experience in wage and hour class action matters similar to this one, fee awards
3 generally average around one-third of the gross recovery.

4 32. My law firm's and co-counsel's work on this case includes, but is not limited to: pre-filing
5 investigation, analyzing Plaintiffs' claims, conducting legal research, reviewing Defendants' documents
6 and policies, analyzing Settlement Class Members' timekeeping data and payroll records, drafting a
7 mediation brief, preparing for and attending mediation, negotiating and revising the memorandum of
8 understanding, negotiating and revising the long-form Settlement, drafting the preliminary approval
9 motion and attending the hearing, fielding calls from Class Members, communicating with the Settlement
10 Administrator, preparing this Motion, and otherwise litigating the case.

11 33. Class Counsel should also be compensated for the risks involved in undertaking this
12 litigation and expending considerable effort, all while working on a pure contingency basis. Since
13 undertaking representation of Plaintiff, Class Counsel have borne all the costs of litigation without
14 receiving any compensation for almost three years. During this time, Class Counsel have expended a
15 total of \$11,482.01 in actual costs, have devoted substantial time to this litigation, and expect to incur
16 approximately \$450.00 future costs for filing this motion, the final declaration regarding distribution of
17 settlement, service and messenger fees, and/or postage fees. A true and correct copy of my firm and co-
18 counsel's firm's costs is attached hereto as **Exhibit E**.

19 34. My experience in matters similar to this one was integral in evaluating the strengths and
20 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
21 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
22 federal law, as well as the procedural law of class action litigation. This case involved legal issues
23 including questions surrounding Defendants' obligation to "provide" meal periods and "authorize and
24 permit" rest periods, and the propriety of statutory penalties, to name just a few.

25 35. Given the considerable potential for adverse outcomes in this case, including, but not
26 limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel
27 was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other
28

practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiffs were not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiffs were successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for almost three (3) years with no payment, all while bearing the risk of non-payment if Plaintiffs were unsuccessful. Moreover, Class Counsel has advanced a total of \$11,482.01 (and anticipate incurring an additional \$450.00 in actual costs in connection with the final approval, final distribution, and related tasks) in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the event Plaintiff did not prevail in this lawsuit.

36. In this case, Class Counsel have a lodestar of \$135,847.50 which results in a multiplier of 1.89 compared to the \$257,786.67 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27 th Year Attorney)	\$950	55.6	\$52,820.00
Paul K. Haines (19th Year Attorney)	\$975	10.4	\$10,140.00
Milan Moore (10th Year Attorney)	\$725	57.5	\$41,687.50
Tiara Gose-Hardy (7th Year Attorney)	\$625	41.8	\$26,125.00
Paralegals	\$250	20.3	\$5,075.00
Total Lodestar			\$135,847.50

Attached as **Exhibit F** is a true and correct copy of the billing records of Class Counsel.

37. Mr. Lidman's proposed hourly rate of \$950, Mr. Haines' proposed hourly rate of \$975, my proposed hourly rate of \$725, and Ms. Gose-Hardy's rate of \$625, are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is

1 attached hereto as **Exhibit G**. Based on the *Laffey* Matrix, the hourly rate for a 20-plus year attorney
2 is \$1,227, the hourly rate for a 19th year attorney is \$1,019, the hourly rate for a 10th year attorney is
3 \$902, and the hourly rate for a 7th year attorney is \$625.

4 38. The attorneys' fee award requested is consistent with those routinely awarded by
5 California superior courts. California superior courts frequently grant common fund awards of 33%. *See*,
6 *e.g.*, *Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007)
7 (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No.
8 RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar
9 crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County,
10 Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck);
11 *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee
12 award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732
13 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*,
14 JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee
15 recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award
16 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
17 December 26, 2000) (33-13% of the settlement)

18 39. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
19 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
20 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
21 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian, Los Angeles Sup. Ct.*, Nov. 19, 1990,
22 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
23 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-
24 409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case
25 No. 26-56886 (40%).

26 40. The fee award will be split as follows: 46.5% to Haines Law Group, APC; 31% to Lidman
27 Law, AP; and 22.5% to referring firm (Michael Burgis & Associates, P.C.).
28

41. Plaintiffs have provided written approval of the split of attorneys' fees in this action.

42. Being a private law practice, my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

43. The requested service award to Plaintiffs of \$7,500.00 is also reasonable. Plaintiffs took on significant risks, including the risk that they could be liable for Defendants' costs if this case was unsuccessful. Plaintiffs also were integral in the prosecution of this action, by, among other things, providing substantial factual information and documents to Class Counsel, attending multiple conferences with Class Counsel to discuss the claims and theories at issue in the litigation, being available for mediation, as well as the significant risks Plaintiffs undertook by agreeing to serve as the named plaintiffs in this case. Further, Plaintiffs put their future employment prospects at risk by becoming a named plaintiff in an employment action since the lawsuit is public record and may become known to prospective employers when evaluating them for employment. Additionally, Plaintiffs agreed to a general release and a 1542 waiver.

44. Pursuant to Labor Code § 2699(1)(2), Plaintiffs are submitting a copy of the Motion for Final Approval and all supporting documents via the LWDA's website on the same date that it is filing this motion and will file a proof of service after the Motion for Final Approval and all supporting documents are submitted to the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 5, 2026, at El Segundo, California.

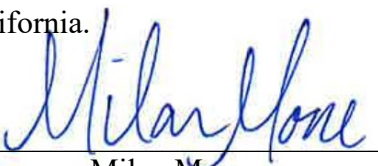

Milan Moore

EXHIBIT A

EXHIBIT A

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]*

**[] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 19, 2026

Time: 2:00 p.m.

Dept.: CX102

Complaint Filed: November 17, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Monica Fernandez and Plaintiff Eva Zavala (“Plaintiffs”) for
2 Preliminary Approval of Class Action Settlement (“Motion”) came on regularly for hearing
3 before this Court on February 19, 2026 at 2:00 p.m. in Department CX102. The Court, having
4 considered the proposed Class Action and PAGA Settlement Agreement and Class Notice
5 attached as **Exhibit 3** to the Declaration of Milan Moore (**ROA #90**) filed concurrently with the
6 Motion for Preliminary Approval of Class Action Settlement and the First Amendment to Class
7 Action and PAGA Settlement Agreement attached as **Exhibit A** to the Supplemental
8 Declaration of Milan Moore (**ROA #120**) (collectively, the “Settlement”); having considered
9 Plaintiffs’ Motion, Memorandum of Points and Authorities in support thereof, and supporting
10 declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE**
11 **FOLLOWING:**

12 1. The Court GRANTS preliminary approval of the class action settlement as set
13 forth in the Settlement and finds its terms to be within the range of reasonableness of a
14 settlement that ultimately could be granted approval by the Court at a Final Fairness Hearing.
15 For purposes of the Settlement, the Court finds that the proposed Settlement Class is
16 ascertainable and that there is a sufficiently well-defined community of interest among the
17 members of the Settlement Class in questions of law and fact. Therefore, for settlement
18 purposes only, the Court grants conditional certification of the following Settlement Class:

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

22 For purposes of this Settlement Agreement, the “Class Period” shall mean
23 the period of time starting on March 23, 2021 and ending on the date that
the Court enters an order preliminarily approving the Settlement.

24 Additionally, for the purposes of this settlement only, Aggrieved Employees or PAGA
25 Members shall be defined as:

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

1 The PAGA Period means the period of time starting on November 17,
2 2022 and ending on the date that the Court grants preliminary approval of
3 the settlement.

4 2. For purposes of the Settlement, the Court designates named Plaintiff Monica
5 Fernandez and Plaintiff Eva Zavala as Class Representatives, and Scott M. Lidman, Milan
6 Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group,
7 APC as Class Counsel.

8 3. The Court conditionally designates Phoenix Settlement Administrators (“PSA”)
9 as the third-party Settlement Administrator for mailing notices.

10 4. The Court preliminarily approves the following allocations from the Gross
11 Settlement Amount:

- 12 a. Attorneys’ Fees in the amount of \$257,786.67
- 13 b. Verified costs up to \$20,000.00
- 14 c. Class Representative Service Awards in the amount of \$15,000.00
15 (\$7,500 per Plaintiff)
- 16 d. Settlement Administration costs in the amount of \$13,500.00
- 17 e. PAGA Penalties in the amount of \$40,000.00 (75% to LWDA, 25% to
18 Agg. Employees)

19 5. The Court approves, as to form and content, the following documents to be
20 mailed to the Settlement Class in both English and Spanish:

- 21 a. Court Approved Notice of Class Action Settlement and Hearing Date for
22 Final Court Approval attached hereto as **Exhibit A**;
- 23 b. Workweek Challenge Form attached hereto as **Exhibit B**;
- 24 c. Request for Exclusion Form attached hereto as **Exhibit C**; and
- 25 d. Objection Form attached hereto as **Exhibit D**.

26 6. The Court finds that the form of notice to the Settlement Class regarding the
27 pendency of the action and of the Settlement, and the methods of giving notice to Settlement
28

1 Class members constitute the best notice practicable under the circumstances, and constitute
2 valid, due, and sufficient notice to all members of the Settlement Class. The form and method
3 of giving notice complies fully with the requirements of California Code of Civil Procedure
4 section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the
5 California and United States Constitutions, and other applicable law.

6 7. The Court further approves the procedures for Settlement Class members to opt
7 out of or object to the Settlement, as set forth in the Court Approved Notice of Class Action
8 Settlement and Hearing Date for Final Court Approval.

9 8. The procedures and requirements for filing objections in connection with the
10 Final Fairness Hearing are intended to ensure the efficient administration of justice and the
11 orderly presentation of any Settlement Class member's objection to the Settlement, in
12 accordance with the due process rights of all Settlement Class members.

13 9. The Court directs the Settlement Administrator to mail the Court Approved
14 Notice of Class Action Settlement and Hearing Date for Final Court Approval to all of the Class
15 members in accordance with the terms of the Settlement.

16 10. The Class Notice shall provide at least 60 calendar days' notice (and an
17 additional 30 days for any Notices remailed) for Settlement Class members to dispute, opt out
18 of, or object to, the Settlement.

19 11. The Final Fairness Hearing on the question of whether the Settlement should be
20 finally approved as fair, reasonable, and adequate is scheduled in Department CX102 of the
21 above-entitled Court, located at 751 W. Santa Ana Boulevard, Santa Ana, CA 92701 on July
22 30, 2026 at 2PM.

23 12. At the Final Fairness Hearing, the Court will consider: (a) whether the
24 Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class;
25 (b) whether a judgment granting final approval of the Settlement should be entered; and (c)
26 whether Plaintiffs' application for reasonable attorneys' fees, reimbursement of litigation
27 expenses, service award to Plaintiffs, and payment of penalties under the Labor Code Private
28

Attorneys General Act (“PAGA”) should be granted.

13. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys’ fees, litigation expenses, Plaintiffs’ service award, settlement administration costs, and payment of PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

14. An implementation schedule is below:

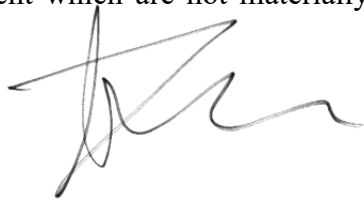
Event	Date
Defendants to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing (July 8, 2026)
Final Fairness Hearing:	July 30, 2026

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed. Pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court rule 3.769(h), the Court retains jurisdiction over the Parties, Action, and the Settlement solely for the purposes of enforcing the Settlement and/or Judgment, addressing settlement matters, and addressing post-judgment matters as are permitted by law.

16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: March 3, 2026



Honorable Layne H. Melzer

EXHIBIT A

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Fernandez, et al. v. Michael Nicholas Designs, Case No. 30-2023-01362788-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

If you worked for Michael Nicholas Designs, Inc. and/or Michael Nicholas Designs, LLC in California as a non-exempt, hourly employee between March 23, 2021 and ending on [date of preliminary approval], then you may get money from a class action and PAGA settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants and Released Parties that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Settlement Written Objections Must be Submitted by 	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the July 30, 2026 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on July 30, 2026. You don’t have to attend but you do have the right to appear (or hire an attorney at your own cost to appear on your behalf), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked (at least one day during the Class Period of March 23, 2021 through [the date of preliminary approval]) and how many pay periods you worked (at least one day during the PAGA Period of November 17, 2022 through [the date of preliminary approval]), respectively. A workweek runs from Sunday and ends on the ensuing Saturday. Pay periods run on a biweekly schedule starting on Sunday and ending on the second ensuing Saturday. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the third page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Michael Nicholas Designs, LLC and Michael Nicholas Designs, Inc. (“Defendants”), for alleged wage and hour violations. The Action was filed by individuals classified by at least one of the Defendants as non-exempt employees, Monica Fernandez and Eva Zavala (“Plaintiffs”) and seek recovery for (1) unpaid minimum wages, unpaid overtime wages, failure to provide meal and rest periods and pay related premiums, failure to provide accurate and itemized wage statements, failure to pay all wages at termination, and unfair competition under California Business and Professions Code section 17200 for a class of individuals classified as non-exempt employees (“Class Members”) who worked for Defendants during the period of time starting on March 23, 2021 and ending on [date of preliminary approval] (“Class Period”); and also seeks (2) civil penalties under the California Private Attorney General Act (“PAGA”) for all individuals classified as non-exempt employees (“Aggrieved Employees”) who worked for Defendants during the period of time starting on November 17, 2022 and ending on [date of preliminary approval] (“PAGA Period”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ (less tax withholding) and your Individual PAGA Payment is estimated to be \$**. The actual amount you may receive likely will

be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [redacted] workweeks** during the Class Period and **you worked [redacted] pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by submitting the enclosed Workweek Challenge Form via fax, email, or mail by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.** At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for either of the Defendants during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants and Released Parties.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the enclosed Request for Exclusion Form or otherwise notifying the Administrator in writing via fax, email, or mail. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants and Released Parties, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can object to the Class Settlement by submitting the enclosed Objection Form via fax, email, and mail, or appearing at the Final Approval hearing. See section 7 of this notice for more information.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are individuals who worked for at least one of the Defendants and were classified as non-exempt employees. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal and rest periods, failing to provide accurate and itemized wage statements, and failing to pay all wages owed upon termination. Based on the same claims, Plaintiffs have also asserted a claim for unfair competition under California Business and Professions Code section 17200 and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul Haines of Haines Law Group, APC (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$773,360.00 as the Gross Settlement Amount (Gross Settlement). Defendants promise to pay a total of Seven Hundred Seventy-Three Thousand Three Hundred Sixty Dollars and Zero Cents (\$773,360.00). Defendants have agreed to deposit the money that is part of the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). The Gross Settlement Amount shall be funded in two separate payments. Defendants shall make the first payment in the amount of \$386,680.00 at the

time of Preliminary Approval or August 1, 2025, whichever is later. Assuming the Court grants Final Approval, the remaining funds, \$386,680.00 plus the amounts necessary to fully pay Defendants' share of payroll taxes, shall be due no later than six months after Final Approval.

The Gross Settlement Amount is estimated to be fully funded in [insert date]. Checks are estimated to be disbursed in [insert date].

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$257,786.67 ($\frac{1}{3}$ of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to each Plaintiff (total \$15,000.00) as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$13,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The calculation is explained more fully below in Section 4.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portions"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is

giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing via fax, email, or mail not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion (see enclosed Request for Exclusion Form) by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void. That is, Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release Defendants and all of their present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their owners, officers, managers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any persons acting by through, under or in concert with any of them ("Released Parties") from any and all claims that were alleged, or reasonably could have been alleged, based on or arising out of the facts stated in the Operative Complaint which occurred during the Class Period. The claims released include, without limitation: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit all rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to pay all wages owed upon termination; and (6) unfair business practices in violation of Business and Professions Code section 17200, et seq. premised on the above claims; and violation of or liability under California Labor Code under sections 201-204, 226 et seq., 226.7, 226.8, 510, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, the California Unfair Competition Law, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for penalties and attorneys' fees and costs. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including 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.

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting any and all claims for PAGA penalties against the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees release the Released Parties from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on or arising out of the facts stated in the Operative Complaint and/or the PAGA Notice which occurred during the PAGA Period. The claims released include, without limitation: (1) failure to pay minimum wage for all hours worked; (2) failure to pay all overtime compensation owed; (3) failure to provide all legally required meal periods and failure to pay meal period premiums; (4) failure to provide all legally required rest periods and failure to pay rest period premiums; (5) failure to furnish accurate and compliant itemized wage statement; (6) failure to pay all earned wages at least twice during each calendar month; (7) failure to timely pay all final wages due; and (8) failure to maintain accurate records. All Aggrieved Employees/PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement. All Aggrieved Employees release the Released Parties from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on or arising out of the facts stated in the Operative Complaint and/or the PAGA Notice and/or ascertained in the course of the Action and which occurred during the PAGA Period. The claims released include, without limitation: (1) failure to pay minimum wage for all hours worked; (2) failure to pay all overtime compensation owed; (3) failure to provide all legally required meal periods and failure to pay meal period premiums; (4) failure to provide all legally required rest periods and failure to pay rest period premiums; (5) failure to furnish accurate and compliant itemized wage statement; (6) failure to pay all earned wages at least twice during each calendar month; (7) failure to timely pay all final wages due; (8) failure to maintain accurate records; and (9) any and all related claims for attorneys' fees and costs. All Aggrieved Employees/PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: Dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during Class Period in order to establish the workweek amount. The workweek amount will then be multiplied by the number of workweeks attributable to each Participating Class Member in order to determine the correct amount to be payable to each Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class

Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the third page of this Notice. You have until [insert response date] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter or the enclosed Workweek Challenge Form to the Administrator via mail, e-mail or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. Defendants' payroll records shall be determinative for purposes of calculating the number of pay periods during the Class Period and PAGA Period. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if the Aggrieved Employee opts out of the Class Settlement.

Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit via fax, email, or mail the enclosed Request for Exclusion Form or a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "Monica Fernandez, et al. v. Michael Nicholas Designs," Case No. 30-2023-01362788-CU-OE-CXC and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the

request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs are asking the Court to approve. At least 16 Court days before the July 30, 2026 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Monica Fernandez, et al. v. Michael Nicholas Designs, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer at your own cost to object) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on July 30, 2026) at [REDACTED] (time) in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via online conference (<https://www.occourts.org/civil-remote-hearings>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ([redacted])'s website at ([redacted]). You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No. 230-2023-01362788_CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling ([redacted]).

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Scott M. Lidman Milan Moore Tiara Gose-Hardy Lidman Law, APC 2155 Campus Drive, Suite 150 El Segundo, California 90245 Telephone: (424) 322-4772 Facsimile: (424) 322-4775 Email: slidman@lidmanlaw.com mmoore@lidmanlaw.com tgose@lidmanlaw.com	Paul K. Haines Haines Law Group, APC phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Telephone: (424) 292-2350 Facsimile: (424) 292-2355 Email:phaines@haineslawgroup.com
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Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address

EXHIBIT B

EXHIBIT B

WORKWEEK CHALLENGE FORM

FERNANDEZ V. MICHAEL NICHOLAS DESIGNS

Orange County Superior Court Case No. 30-2023-01362788-CU-OE-CJC

You do NOT have to mail this Allocation Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Michael Nicholas Designs, Inc. and/or Michael Nicholas Designs, LLC records ("Defendants"):

You were employed by Defendants and worked a total of [] workweeks during the time period between March 23, 2021 and [PRELIMINARY APPROVAL].

You were employed by Defendants and worked a total of [] pay periods during the time period between November 17, 2022 and [PRELIMINARY APPROVAL].

Based on the above, your Individual Settlement Payment is estimated to be \$ [] and Individual PAGA Payment is estimated to be \$ [].

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval" that accompanies this Form. The Settlement Administrator will render all final decisions on disputes.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE

EXHIBIT C

EXHIBIT C

REQUEST FOR EXCLUSION FORM

FERNANDEZ V. MICHAEL NICHOLAS DESIGNS

Orange County Superior Court Case No. 30-2023-01362788-CU-OE-CJC

**SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM
PARTICIPATING IN THE CLASS ACTION SETTLEMENT**

By signing and returning this form, I represent that it is my desire to exclude myself from participating in the Settlement of the Class Action entitled ***Fernandez v. Michael Nicholas Designs.***, Orange County Superior Court Case No. 30-2023-01362788-CU-OE-CJC, and that I received notice of the Settlement. I understand by excluding myself, I will receive an Aggrieved Employee Payment if I worked during the PAGA Period, but I will not receive any other money from the settlement reached in this matter.

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Name (Please Print): _____
(First) (Middle) (Last)

Address: _____
(Street)

(City) (State) (Zip)

Last 4 Digits of Social Security Number: _____ Telephone No.: _____

Dated: _____ Signature: _____

**TO BE VALID, THIS FORM MUST BE POST-MARKED NO LATER THAN 2026,
2026 AND MAILED TO THE SETTLEMENT ADMINISTRATOR AT:**

Fernandez v. Michael Nicholas Designs

Administrator Name

c/o _____

EXHIBIT D

EXHIBIT D

OBJECTION FORM

FERNANDEZ V. MICHAEL NICHOLAS DESIGNS

Orange County Superior Court Case No. 30-2023-01362788-CU-OE-CJC

COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS ACTION SETTLEMENT

In order for you to object to the Class Action Settlement entitled *Fernandez v. Michael Nicholas Designs*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court, you may still complete all steps listed in 1-5 below in order to object to the Settlement.

1. Provide the following information:

Your Name (Please Print): _____
(First) (Middle) (Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number _____

4. Date and sign this form below:

Dated: _____

Signature: _____

5. **COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR
AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN**
_____.

Fernandez v. Michael Nicholas Designs

Administrator Name

c/o _____

EXHIBIT B

EXHIBIT B

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, March 3, 2026 4:21:59 PM

03/03/2026 04:21:37 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

On 03/03/2026 04:21:37 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-995002-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, March 3, 2026 4:26:49 PM

03/03/2026 04:26:24 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

On 03/03/2026 04:26:24 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-1040560-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C

EXHIBIT C

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
751 W. Santa Ana Blvd
Santa Ana, CA 92701

SHORT TITLE: Fernandez vs. Michael Nicholas Designs

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
SERVICE**

CASE NUMBER:
30-2023-01362788-CU-OE-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Order - Other dated 05/11/26, was transmitted electronically by an Orange County Superior Court email server on May 11, 2026, at 9:47:47 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

BARTKO PAVIA LLP
ARUDA@BARTKOPAVIA.COM

BARTKO PAVIA LLP
AVAROUJ@BARTKOPAVIA.COM

BARTKO PAVIA LLP
VARABIAN@BARTKOPAVIA.COM

HAINES LAW GROUP, APC
PHAINES@HAINESLAWGROUP.COM

LIDMAN LAW, APC
MMOORE@LIDMANLAW.COM

LIDMAN LAW, APC
SLIDMAN@LIDMANLAW.COM

LIDMAN LAW, APC
TGOSE@LIDMANLAW.COM

Clerk of the Court, by:



_____, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 11 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

**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]*

**[FURTHER AMENDED PROPOSED]
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 19, 2026

Time: 2:00 p.m.

Dept.: CX102

Complaint Filed: November 17, 2023

Trial Date: Not Set

1 The Motion of Plaintiff Monica Fernandez and Plaintiff Eva Zavala ("Plaintiffs") for
2 Preliminary Approval of Class Action Settlement ("Motion") came on regularly for hearing before
3 this Court on February 19, 2026 at 2:00 p.m. in Department CX102. The Court, having considered
4 the proposed Class Action and PAGA Settlement Agreement and Class Notice attached as **Exhibit**
5 **3** to the Declaration of Milan Moore (**ROA #90**) filed concurrently with the Motion for
6 Preliminary Approval of Class Action Settlement and the First Amendment to Class Action and
7 PAGA Settlement Agreement attached as **Exhibit A** to the Supplemental Declaration of Milan
8 Moore (**ROA #120**) (collectively, the "Settlement"); having considered Plaintiffs' Motion,
9 Memorandum of Points and Authorities in support thereof, and supporting declarations filed
10 therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

11 1. The Court GRANTS preliminary approval of the class action settlement as set
12 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
13 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
14 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
15 there is a sufficiently well-defined community of interest among the members of the Settlement
16 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
17 conditional certification of the following Settlement Class:

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

21 For purposes of this Settlement Agreement, the "Class Period" shall mean
22 the period of time starting on March 23, 2021 and ending on June 30, 2025.

23 Additionally, for the purposes of this settlement only, Aggrieved Employees or PAGA
24 Members shall be defined as:

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

28 The PAGA Period means the period of time starting on November 17, 2022
and ending on June 30, 2025.

1 2. For purposes of the Settlement, the Court designates named Plaintiff Monica
2 Fernandez and Plaintiff Eva Zavala as Class Representatives, and Scott M. Lidman, Milan
3 Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law Group,
4 APC as Class Counsel.

5 3. The Court conditionally designates Phoenix Settlement Administrators ("PSA")
6 as the third-party Settlement Administrator for mailing notices.

7 4. The Court preliminarily approves the following allocations from the Gross
8 Settlement Amount:

- 9 a. Attorneys' Fees in the amount of \$257,786.67
- 10 b. Verified costs up to \$20,000.00
- 11 c. Class Representative Service Awards in the amount of \$15,000.00 (\$7,500
12 per Plaintiff)
- 13 d. Settlement Administration costs in the amount of \$13,500.00
- 14 e. PAGA Penalties in the amount of \$40,000.00 (75% to LWDA, 25% to
15 Agg. Employees)

16 5. The Court approves, as to form and content, the following documents to be mailed
17 to the Settlement Class in both English and Spanish:

- 18 a. Court Approved Notice of Class Action Settlement and Hearing Date for
19 Final Court Approval attached hereto as **Exhibit A**;
- 20 b. Workweek Challenge Form attached hereto as **Exhibit B**;
- 21 c. Request for Exclusion Form attached hereto as **Exhibit C**; and
- 22 d. Objection Form attached hereto as **Exhibit D**.

23 6. The Court finds that the form of notice to the Settlement Class regarding the
24 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
25 members constitute the best notice practicable under the circumstances, and constitute valid, due,
26 and sufficient notice to all members of the Settlement Class. The form and method of giving
27 notice complies fully with the requirements of California Code of Civil Procedure section 382,
28

1 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
2 United States Constitutions, and other applicable law.

3 7. The Court further approves the procedures for Settlement Class members to opt
4 out of or object to the Settlement, as set forth in the Court Approved Notice of Class Action
5 Settlement and Hearing Date for Final Court Approval.

6 8. The procedures and requirements for filing objections in connection with the Final
7 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
8 presentation of any Settlement Class member's objection to the Settlement, in accordance with
9 the due process rights of all Settlement Class members.

10 9. The Court directs the Settlement Administrator to mail the Court Approved Notice
11 of Class Action Settlement and Hearing Date for Final Court Approval to all of the Class members
12 in accordance with the terms of the Settlement.

13 10. The Class Notice shall provide at least 60 calendar days' notice (and an additional
14 30 days for any Notices remailed) for Settlement Class members to dispute, opt out of, or object
15 to, the Settlement.

16 11. The Final Fairness Hearing on the question of whether the Settlement should be
17 finally approved as fair, reasonable, and adequate is scheduled in Department CX102 of the
18 above-entitled Court, located at 751 W. Santa Ana Boulevard, Santa Ana, CA 92701 on August
19 27, 2026 at 2:00 p.m.

20 12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
21 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
22 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs'
23 application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to
24 Plaintiffs, and payment of penalties under the Labor Code Private Attorneys General Act
25 ("PAGA") should be granted.

26 13. Counsel for the parties shall file memoranda, declarations, or other statements and
27 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
28

1 expenses, Plaintiffs' service award, settlement administration costs, and payment of PAGA
2 penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil
3 Procedure and the California Rules of Court.

4 14. An implementation schedule is below:

5 Event	6 Date
7 Defendants to provide Class Data to Settlement Administrator	20 calendar days after the Court enters an order granting preliminary approval.
8 Settlement Administrator to mail Notice Packets to Class Members	14 calendar days after receiving Class Data from Defendant
9 Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
10 Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing (August 5, 2026)
11 Final Fairness Hearing:	August 27, 2026

13 15. Pending the Final Fairness Hearing, all proceedings in this action, other than
14 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
15 Order, are stayed. Pursuant to California Code of Civil Procedure section 664.6 and California
16 Rules of Court rule 3.769(h), the Court retains jurisdiction over the Parties, Action, and the
17 Settlement solely for the purposes of enforcing the Settlement and/or Judgment, addressing
18 settlement matters, and addressing post-judgment matters as are permitted by law.

19 16. Counsel for the Parties are hereby authorized to utilize all reasonable procedures
20 in connection with the administration of the Settlement which are not materially inconsistent with
21 either this Order or the terms of the Settlement.

22 **IT IS SO ORDERED.**

23 Dated: MAY 11 2026

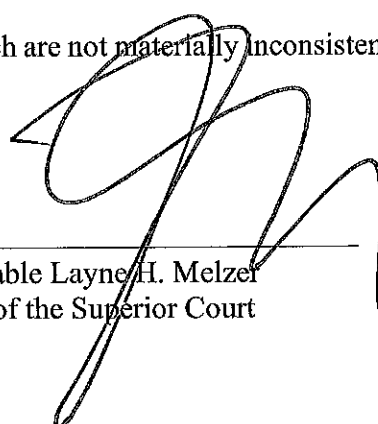
24 
Honorable Layne H. Melzer
Judge of the Superior Court

EXHIBIT A

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Fernandez, et al. v. Michael Nicholas Designs, Case No. 30-2023-01362788-CU-OE-CXC

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

If you worked for Michael Nicholas Designs, Inc. and/or Michael Nicholas Designs, LLC in California as a non-exempt, hourly employee between March 23, 2021 and ending on June 30, 2025, then you may get money from a class action and PAGA settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants and Released Parties that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u> </u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Settlement Written Objections Must be Submitted by <u> </u>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney at your own cost to appear on your behalf), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked (at least one day during the Class Period of March 23, 2021 through June 30, 2025 and how many pay periods you worked (at least one day during the PAGA Period of November 17, 2022 through June 30, 2025, respectively. A workweek runs from Sunday and ends on the ensuing Saturday. Pay periods run on a biweekly schedule starting on Sunday and ending on the second ensuing Saturday. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendants' records is stated on the third page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Michael Nicholas Designs, LLC and Michael Nicholas Designs, Inc. ("Defendants"), for alleged wage and hour violations. The Action was filed by individuals classified by at least one of the Defendants as non-exempt employees, Monica Fernandez and Eva Zavala ("Plaintiffs") and seek recovery for (1) unpaid minimum wages, unpaid overtime wages, failure to provide meal and rest periods and pay related premiums, failure to provide accurate and itemized wage statements, failure to pay all wages at termination, and unfair competition under California Business and Professions Code section 17200 for a class of individuals classified as non-exempt employees ("Class Members") who worked for Defendants during the period of time starting on March 23, 2021 and ending on June 30, 2025 ("Class Period"); and also seeks (2) civil penalties under the California Private Attorney General Act ("PAGA") for all individuals classified as non-exempt employees ("Aggrieved Employees") who worked for Defendants during the period of time starting on November 17, 2022 and ending on June 30, 2025 ("PAGA Period").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less tax withholding) and your Individual PAGA Payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual

PAGA Payment, then according to Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked 1 workweeks** during the Class Period and **you worked 1 pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by submitting the enclosed Workweek Challenge Form via fax, email, or mail by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. **Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.** At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for either of the Defendants during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants and Released Parties.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the enclosed Request for Exclusion Form or otherwise notifying the Administrator in writing via fax, email, or mail. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants and Released Parties, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.
- (3) **Object to the Settlement.** All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. You can object to the Class Settlement by submitting the enclosed Objection Form via fax, email, and mail, or appearing at the Final Approval hearing. See section 7 of this notice for more information.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are individuals who worked for at least one of the Defendants and were classified as non-exempt employees. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, failing to pay minimum wages, failing to provide meal and rest periods, failing to provide accurate and itemized wage statements, and failing to pay all wages owed upon termination. Based on the same claims, Plaintiffs have also asserted a claim for unfair competition under California Business and Professions Code section 17200 and a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”). Plaintiffs are represented by attorneys in the Action: Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of Lidman Law, APC and Paul Haines of Haines Law Group, APC (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$773,360.00 as the Gross Settlement Amount (Gross Settlement). Defendants promise to pay a total of Seven Hundred Seventy-Three Thousand Three Hundred Sixty Dollars and Zero Cents (\$773,360.00). Defendants have agreed to deposit the money that is part of the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). The Gross Settlement Amount shall be funded in two separate payments. Defendants shall make the first payment in the amount of \$386,680.00 at the time of Preliminary Approval or August 1, 2025, whichever is later. Assuming the Court

grants Final Approval, the remaining funds, \$386,680.00 plus the amounts necessary to fully pay Defendants' share of payroll taxes, shall be due no later than six months after Final Approval.

The Gross Settlement Amount is estimated to be fully funded in [insert date]. Checks are estimated to be disbursed in [insert date].

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$257,786.67 ($\frac{1}{3}$ of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to each Plaintiff (total \$15,000.00) as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$13,500.00 to the Administrator for services administering the Settlement.
 - D. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. The calculation is explained more fully below in Section 4.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portions"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the State Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing via fax, email, or mail not later than , that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion (see enclosed Request for Exclusion Form) by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void. That is, Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release Defendants and all of their present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their owners, officers, managers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any persons acting by through, under or in concert with any of them ("Released Parties") from any and all claims that were alleged, or reasonably could have been alleged, based on or arising out of the facts stated in the Operative Complaint which occurred during the Class Period. The claims released include, without limitation: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3) failure to provide meal periods; (4) failure to authorize and permit all rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to pay all wages owed upon termination; and (6) unfair business practices in violation of Business and Professions Code section 17200, *et seq.* premised on the above claims; and violation of or liability under California Labor Code under sections 201-204, 226 *et seq.*, 226.7, 226.8, 510, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, the California Unfair Competition Law, and the relevant Wage Orders issued by the Industrial Welfare Commission, and any and all related claims for penalties and attorneys' fees and costs. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including 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.

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting any and all claims for PAGA penalties against the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees release the Released Parties from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on or arising out of the facts stated in the Operative Complaint and/or the PAGA Notice which occurred during the PAGA Period. The claims released include, without limitation: (1) failure to pay minimum wage for all hours worked; (2) failure to pay all overtime compensation owed; (3) failure to provide all legally required meal periods and failure to pay meal period premiums; (4) failure to provide all legally required rest periods and failure to pay rest period premiums; (5) failure to furnish accurate and compliant itemized wage statement; (6) failure to pay all earned wages at least twice during each calendar month; (7) failure to timely pay all final wages due; and (8) failure to maintain accurate records. All Aggrieved Employees/PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement. All Aggrieved Employees release the Released Parties from any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on or arising out of the facts stated in the Operative Complaint and/or the PAGA Notice and/or ascertained in the course of the Action and which occurred during the PAGA Period. The claims released include, without limitation: (1) failure to pay minimum wage for all hours worked; (2) failure to pay all overtime compensation owed; (3) failure to provide all legally required meal periods and failure to pay meal period premiums; (4) failure to provide all legally required rest periods and failure to pay rest period premiums; (5) failure to furnish accurate and compliant itemized wage statement; (6) failure to pay all earned wages at least twice during each calendar month; (7) failure to timely pay all final wages due; (8) failure to maintain accurate records; and (9) any and all related claims for attorneys' fees and costs. All Aggrieved Employees/PAGA Members shall release all claims arising under PAGA regardless of their decision to participate in the Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as follows: Dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during Class Period in order to establish the workweek amount. The workweek amount will then be multiplied by the number of workweeks attributable to each Participating Class Member in order to determine the correct amount to be payable to each Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the third page of this Notice. You have until [insert response date] to challenge the number of

Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter or the enclosed Workweek Challenge Form to the Administrator via mail, e-mail or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. Defendants' payroll records shall be determinative for purposes of calculating the number of pay periods during the Class Period and PAGA Period. The Administrator will accept Defendants' calculation of Workweeks and/or PAGA Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee even if the Aggrieved Employee opts out of the Class Settlement.

Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit via fax, email, or mail the enclosed Request for Exclusion Form or a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "Monica Fernandez, et al. v. Michael Nicholas Designs," Case No. 30-2023-01362788-CU-OE-CXC and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs are asking the Court to approve. At least 16 Court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as Monica Fernandez, et al. v. Michael Nicholas Designs, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer at your own cost to object) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ (date) at _____ (time) in Department CX102 of the Orange County Superior Court, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via online conference (<https://www.occourts.org/civil-remote-hearings>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an e-mail to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://civilwebshopping.occourts.org/Search.do#searchAnchor>) and entering the Case Number for the Action, Case No. 230-2023-01362788_CU-OE-CXC. You can also make an appointment to personally review court documents in the courthouse at the Civil Complex Center by calling (657) 622-8451.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Scott M. Lidman Milan Moore Tiara Gose-Hardy Lidman Law, APC 2155 Campus Drive, Suite 150 El Segundo, California 90245 Telephone: (424) 322-4772 Facsimile: (424) 322-4775 Email: slidman@lidmanlaw.com mmoore@lidmanlaw.com tgose@lidmanlaw.com	Paul K. Haines Haines Law Group, APC phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Telephone: (424) 292-2350 Facsimile: (424) 292-2355 Email:phaines@haineslawgroup.com
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Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

EXHIBIT B

WORKWEEK CHALLENGE FORM

FERNANDEZ V. MICHAEL NICHOLAS DESIGNS

Orange County Superior Court Case No. 30-2023-01362788-CU-OE-CJC

You do NOT have to mail this Workweek Challenge Form to get your Individual Settlement Payment

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>>
ONLY IF (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment and Aggrieved Employee Payment:

According to Michael Nicholas Designs, Inc. and/or Michael Nicholas Designs, LLC records ("Defendants"):

You were employed by Defendants and worked a total of workweeks during the time period between March 23, 2021 and **June 30, 2025**.

You were employed by Defendants and worked a total of pay periods during the time period between November 17, 2022 and June 30, 2025.

Based on the above, your Individual Settlement Payment is estimated to be \$ and Individual PAGA Payment is estimated to be \$.

(IV) If you disagree with items in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendants' records, Defendants' records will control unless you are able to provide documentation that establishes that Defendants' records are mistaken. If there is a dispute about whether Defendants' information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval" that accompanies this Form. The Settlement Administrator will render all final decisions on disputes.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE
POSTMARKED NO LATER THAN <<RESPONSE DEADLINE.**

EXHIBIT C

EXHIBIT C

FERNANDEZ V. MICHAEL NICHOLAS DESIGNS

SUBMIT THIS FORM ONLY IF YOU WISH TO BE EXCLUDED FROM PARTICIPATING IN THE CLASS ACTION SETTLEMENT

Please note: Any person who submits this form will not receive an Individual Settlement Payment.

Dated: _____ Signature: _____

c/o

EXHIBIT D

EXHIBIT D

OBJECTION FORM

FERNANDEZ V. MICHAEL NICHOLAS DESIGNS

Orange County Superior Court Case No. 30-2023-01362788-CU-OE-CJC

**COMPLETE THIS FORM ONLY IF YOU WISH TO OBJECT TO THE
CLASS ACTION SETTLEMENT**

In order for you to object to the Class Action Settlement entitled *Fernandez v. Michael Nicholas Designs*, you must complete all steps listed in 1-5 below. You are not required to appear in Court in order to object to the Settlement. However, if you are planning on appearing in Court, please circle "yes" in Section 3 below. If you are planning on appearing in Court, you may still complete all steps listed in 1-5 below in order to object to the Settlement.

1. Provide the following information:

Your Name (Please Print): _____
(First) (Middle) (Last)

Your Address: _____

Last 4 Digits of your Social Security Number: _____

2. Describe the reasons for your objection to the Settlement (please attach additional documents if you need more space):

3. Do you intend to appear in Court at the Final Fairness Hearing, currently scheduled for [ADD DATE AND TIME].

Circle One: Yes No

You are not required to retain an attorney to object. However, if you are represented by an attorney, provide the name of your attorney and the attorney's phone number

4. Date and sign this form below:

Dated:

Signature: _____

5. **COMPLETE AND MAIL THIS FORM TO THE SETTLEMENT ADMINISTRATOR
AT THE ADDRESS BELOW SO THAT IT IS POST-MARKED NO LATER THAN**
12/31/2010.

Fernandez v. Michael Nicholas Designs

Administrator Name

c/o _____

EXHIBIT D

EXHIBIT D

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, May 12, 2026 6:51:51 PM

05/12/2026 06:51:32 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

On 05/12/2026 06:51:32 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-1040560-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: no-reply@formassembly.com
To: [Marlyn Ajanel](#)
Subject: Thank you for your Court Order or Judgment Submission
Date: Tuesday, May 12, 2026 6:48:54 PM

05/12/2026 06:48:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

On 05/12/2026 06:48:35 PM your Court Order or Judgment was successfully processed for case number LWDA-CM-995002-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT E

EXHIBIT E

Expense Summary
Monica Fernandez, et al. v. Michael Nicholas Designs, et al.

EXPENSE	AMOUNT
Mediation Costs	\$9,000.00
Filing, Service, and Messenger Fees	\$2,179.00
Jury Fees	\$170.07
Copying Costs	\$16.75
Document Purchase Fees	\$22.50
Postage Costs	\$26.94
FedEx Costs	\$66.75
Anticipated Costs for filing the Final Approval motion, court appearances, service fees, copying and postage	\$450.00
TOTAL:	\$11,932.01

EXHIBIT F

EXHIBIT F

Lidman Law, APC and Haines Law Group, APC
Billing Summary
Monica Fernandez, et al. v. Michael Nicholas Designs, et al.

Activity	Billing Initials/Hrs/Rate	Amount
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	SML 2.1 hrs @ \$950/hr PKH 2.3 hrs @ \$975/hr MM 0.4 hrs @ \$725/hr Paral. 1.2 hrs @ \$250/hr	\$4,827.50
Legal research regarding claims; drafting class action complaint and LWDA letters; initiating lawsuit.	SML 1.2 hrs @ \$950/hr MM 2.6 hrs @ \$725/hr Paral. 0.9 hrs @\$250/hr	\$3,250.00
Prepare and file amended complaints.	SML 0.6 hrs @ \$950/hr MM 1.2 hrs @\$725/hr TGH 0.7 hrs @\$625/hr Paral. 0.5 hrs @\$250/hr	\$2,002.50
Draft Belaire-West privacy notice	SML 0.3 hrs @ \$950/hr MM 0.8 hrs @ \$725/hr	\$865.00
Prepare one set of written discovery, including Special Interrogatories and Requests for Production	SML 1.2 hrs @ \$950/hr MM 3.3 hrs @ \$725/hr	\$3,532.50
Meeting and conferring with defense counsel regarding case and mediation; conducting detailed review and analysis of timekeeping and payroll records; review policies and procedures; reviewing and organizing mediation data production; preparing exposure analysis of claims; legal research and analysis re claims; drafting, revising and finalizing mediation brief; and communications with client re mediation.	SML 5.5 hrs @\$950/hr MM 6.7 hrs @\$725/hr TGH 0.3 hrs @\$625/hr Paral. 0.6 hrs @ \$250/hr	\$10,420.00

Attending mediation Marc J. Feder.	SML 9.2 hrs @ \$950/hr PKH 4.5 hrs @\$975/hr MM 9.2 hrs @\$725/hr TGH 9 hrs @\$625/hr	\$25,422.50
Negotiating, drafting, and revising the MOU, long-form settlement agreement and Notice Packet (which consists of <i>(i) Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval; (ii) Workweek Dispute & Change of Address Form; (iii) Request for Exclusion Form; and (iv) Objection Form</i>); exchanging multiple drafts of the MOU and long form agreement and notice packet documents with defense counsel; negotiating, drafting, and revising amendment to long-form settlement agreement and Notice Packet; multiple communications with defense counsel re the same; and communications with client re the same.	SML 5.6 hrs @ \$950/hr MM 9.8 hrs @\$725/hr TGH 4.1 hrs @\$625/hr Paral. 4.2 hrs @ \$250/hr	\$16,037.50
Drafting and filing misc. stipulations, joint reports, requests to continue, and notices, including Notice of Settlement and Notice of Rulings; communications with defense counsel and exchanging drafts of same with defense counsel.	SML 2.7 hrs @ \$950/hr MM 4.7 hrs @\$725/hr TGH 2.7 hrs @\$625/hr Paral. 2.5 hrs @ \$250/hr	\$8,285.00
Drafting, revising, and filing preliminary approval motion and supporting documents, including client declaration, attorneys'	SML 6.7 hrs @ \$950/hr PKH 0.6 hrs @ \$975/hr MM 4.2 hrs @ \$725/hr TGH 9.2 hrs @ \$625/hr	\$16,120.00

declaration and settlement administrator's declaration; drafting amendments to settlement agreement and revising notice packet; conferring with defense counsel; and drafting and filing supplemental brief and amended proposed order granting preliminary approval.	Paral. 1.5 hrs @ \$250/hr	
Correspondence with Settlement Administrator re settlement and after preliminary approval was granted; review and approval mailing of Notice Packets; review weekly correspondence from Settlement Administrator re: opt outs, disputes, and objections and communicate with Settlement Administrator re the same.	SML 1.8 hrs @ \$950/hr MM 0.7 hrs @\$725/hr TGH 1.5 hrs @\$625/hr Paral. 0.6 hrs @\$250/hr	\$3,305.00
Drafting and filing final approval motion and supporting documents, including attorneys' declarations and settlement administrator's declaration.	SML 4.8 hrs @ \$950/hr PKH 0.7 hrs @\$975/hr MM 3.6 hrs @\$725/hr TGH 8.7 hrs @\$625/hr Paral. 1.5 hrs @\$250/hr	\$13,665.00
Reviewing and saving Court-issued documents, including rulings and orders; and calendaring upcoming dates.	SML 1.6 hrs @ \$950/hr PKH 0.5 hrs @\$975/hr MM 1.8 hrs @\$725/hr TGH 1.3 hrs @\$625/hr Paral. 4.7 hrs @\$250/hr	\$5,300.00
Misc. meetings between co-counsel re: case status, updates, strategy, mediation, preliminary approval motion, and final approval motion.	SML 12.3 hrs @ \$950/hr PKH 1.8 hrs @\$975/hr MM 8.5 hrs @\$725/hr TGH 4.3 hrs @\$625/hr Paral. 2.1 hrs @\$250/hr	\$22,815.00
TOTAL:		\$135,847.50

EXHIBIT G

EXHIBIT G

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424

6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.