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MONICA FERNANDEZ and EVA ZAVALA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

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

Plaintiff,

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 PLAINTIFF MONICA
FERNANDEZ IN SUPPORT OF MOTION
FOR APPROVAL OF CLASS ACTION
SETTLEMENT**

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

Complaint Filed: November 17, 2023
Trial Date: None Set

1 **DECLARATION OF MONICA FERNANDEZ**

2 I, MONICA FERNANDEZ, declare as follows:

3 1. I am an individual over the age of 18 and the named plaintiff in this matter. This
4 declaration is submitted in support of approval of the proposed class action settlement (“Settlement”)
5 reached in this case. 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 was employed by Defendant Michael Nicholas Designs (“Defendant”) as an hourly,
8 non-exempt employee from approximately the year 2016 through May 2022. I worked as a general
9 helper at Defendant’s Fullerton location. During my employment with Defendant, I, along with the other
10 hourly, non-exempt employees, was subject to Defendant’s wage and hour policies and practices.

11 3. I am informed and believe, and on that basis state, that throughout my employment with
12 Defendant, I was not paid for all my time worked. Specifically, I regularly had to wait in line with other
13 employees for 5 to 10 minutes to be able to use the time clock to clock in for the day’s shift. I was not
14 paid for the time I was waiting in line and under Defendant’s control which left me underpaid for all of
15 my time worked, including overtime.

16 4. I do not believe I received a full 30 minutes for lunch breaks. Defendants notified its
17 employees of the beginning and end of the lunch period by the ringing of a bell, with 30 minutes between
18 each bell. Defendant required me to be back at my work station by the time the second bell rang. This
19 resulted in my meal periods being less than 30 minutes. I also do not believe I received all rest breaks
20 to which I was entitled. Similar to meal periods, I had to be back at my workstation before the second
21 bell rang resulting in short rest periods. Despite all of this, I was not paid meal period or rest period
22 premiums.

23 5. Because of all of the above issues, I do not believe I received accurate, itemized wage
24 statements nor was I paid all of my wages owed at the time of my separation of employment with
25 Defendant.

26 6. I have worked closely with my lawyers on this case. I answered all of their questions
27 about my employment and made myself available to speak and meet with my lawyers whenever I was
28

needed, including the entire day of the mediation on January 30, 2025 and throughout the settlement process.

7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit my former co-workers and current employees of Defendant by helping them recover money owed to them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees would not have to take on. For example, I knew that there was a risk that I could be responsible for Defendant's costs if we lost the case. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability, I accepted that burden for the benefit of other employees of Defendant because I wanted Defendant to pay its current and former employees for all unpaid wages according to the law and face consequences for not doing so.

8. I have been actively involved in this case since joining this lawsuit. Without revealing and/or waiving attorney-client privileged communications, I have communicated with my attorneys on numerous occasions. I estimate that I have spent approximately six to eight hours meeting with my lawyers concerning the case and my responsibilities as a class representative, which included, among other things, gathering various employment and non-employment related documents for use in the lawsuit, reviewing documents with my lawyers and answering their questions, answering follow up questions and providing guidance regarding Defendant's timekeeping, break schedules, and other policies and procedures that Defendant required me and the hourly employees to follow, and reviewing the settlement documents.

9. I also made sure to ask my lawyers any questions I had about the terms of the settlement agreement because I wanted to understand everything before I signed it.

10. As part of the proposed Settlement, I have also agreed to a full general release of claims related to my employment with Defendant that extends beyond the release of claims applicable to members of the Class as defined in the Settlement. I understand that this includes all claims, whether known or unknown, under federal, state, or local law against Defendant.

11. I believe my claims are typical of the members of the Class because they were required to follow the same policies and procedures I was required to follow when I worked for Defendant. I believe Defendant's policies and procedures were the same for all hourly employees in California.

1 Since the same policies and procedures apply to myself and the other hourly, non-exempt employees,
2 I believe they were not paid for all wages earned including overtimes wages, did not receive all meal
3 and rest periods, did not receive accurate wage statements, and were not paid all wages owed upon
4 separation of employment.

5 12. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
6 employees. I understand that as the proposed class representative, I am responsible for representing
7 the interests of all members of the class in litigation to recover money damages for the Class and I
8 consider the interests of the Class and put the interests of the Class before my own interests.

9 13. I understand that my attorneys will request that the Court award me Service Award of
10 \$7,500.00 for my service and efforts on the case. This proposed \$7,500.00 Service Award is not
11 contingent upon me supporting the proposed Settlement.

12 I have reviewed this written statement and fully understand all of its contents. I declare under
13 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

14 Executed on 9 April, 2025 at West Covina, California.

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Monica Fernandez (Apr 9, 2025 12:34 PDT)

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