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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]*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 7. The Court finds that given the absence of objections to the Settlement, and objections
27 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.
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1 8. The Court orders that Defendants deposit the Gross Settlement Amount of \$773,360.00
2 and employer's share of payroll taxes on the portion allocated as wages with the Settlement
3 Administrator by no later than the Effective Date.²

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

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

10 11. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Monica
11 Fernandez is appropriate for her risks undertaken and service to the Settlement Class. The Court finds
12 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
13 payment in conformity with the terms of the Settlement.

14 12. The Court finds that a service award in the amount of \$7,500.00 for Plaintiff Eva Zavala
15 is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this
16 award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment
17 in conformity with the terms of the Settlement.

18 13. The Court finds that attorneys' fees in the amount of \$257,786.67 (46.5% to Haines Law
19 Group, APC; 31% to Lidman Law, APC; and 22.5% to referring firm), and litigation costs of \$11,932.01
20 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator
21 distribute these payments to Class Counsel in conformity with the terms of the Settlement.

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

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

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

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

13 17. The Court finds and determines that upon satisfaction of all obligations under the
14 Settlement and this Order, all Settlement Class Members, excluding the two (2) valid opt outs (Cory
15 Nakanaela Kaleikau Hachten and Richard Kim), will be bound by the Settlement, will have released the
16 Released Claims as set forth in the Settlement, and will be permanently barred from prosecuting against
17 Defendants any of the Released Claims pursuant to the Settlement.

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

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

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

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

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

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

14 23. This document shall constitute a final judgment pursuant to California Rule of Court
15 3.769(h) which provides, "If the court approves the settlement agreement after the final approval
16 hearing, the court must make and enter judgment. The judgment must include a provision for the
17 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
18 not enter an order dismissing the action at the same time as, or after, entry of judgment." Pursuant to
19 section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the
20 Settlement, the Final Approval Order, and this Judgment.

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

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1 24. The Settlement Administrator shall file a declaration regarding the disbursement of
2 Settlement funds on or before **October 8, 2027**, with the compliance hearing shall be set for some date
3 between **October 11, 2027** and **October 15, 2027**.

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

5
6 Dated: _____, 2026

Honorable Layne H. Melzer
Judge of the Superior Court