SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

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

Plaintiffs,

v.

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

Defendants.

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

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

[AMENDED PROPOSED] ORDER 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

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

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

> All individuals who worked as non-exempt employees of Defendants Michael Nicholas Designs, LLC and/or Michael Nicholas Designs, Inc. in California at any time during the Class Period.
>
> For purposes of this Settlement Agreement, the "Class Period" shall mean the period of time starting on March 23, 2021 and ending on the date that the Court enters an order preliminarily approving the Settlement.

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

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

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

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

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

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

a. Attorneys' Fees in the amount of $257,786.67

b. Verified costs up to $20,000.00

c. Class Representative Service Awards in the amount of $15,000.00 ($7,500 per Plaintiff)

d. Settlement Administration costs in the amount of $13,500.00

e. PAGA Penalties in the amount of $40,000.00 (75% to LWDA, 25% to Agg. Employees)

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

a. Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval attached hereto as **Exhibit A**;

b. Workweek Challenge Form attached hereto as **Exhibit B**;

c. Request for Exclusion Form attached hereto as **Exhibit C**; and

d. Objection Form attached hereto as **Exhibit D**.

6. The Court finds that the form of notice to the Settlement Class regarding the pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class members constitute the best notice practicable under the circumstances, and constitute valid, due,

and sufficient notice to all members of the Settlement Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

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

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

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

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

11. The Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, reasonable, and adequate is scheduled in Department CX102 of the above-entitled Court, located at 751 W. Santa Ana Boulevard, Santa Ana, CA 92701 on July 30, 2026 at _____ a.m. / p.m.

12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiffs, and payment of penalties under the Labor Code Private 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: _____, 2026

_____
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 [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 __ workweeks** during the Class Period and **you worked __ 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 $257,786.67 ($^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 require 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 require 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 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** _____. 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 _____ (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

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 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 _____
_____
_____