

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MARGARITA HERNANDEZ;
MERCEDES HALDY; individually and
on behalf of all others similarly situated

Plaintiffs,

vs.

CHICO'S FAS, INC.; CHICO'S
RETAIL OPERATIONS, INC.; SOMA
INTIMATES, LLC; WHITE HOUSE
BLACK MARKET, INC. and Does 1
through 20, inclusive,

Defendants.

Case No. 37-2021-00053273-CU-OE-CTL

Assigned for all purposes to:

Hon. Katherine Bacal

Dept. C-69

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION AND
REPRESENTATIVE SETTLEMENT AND
ENTERING JUDGMENT**

Date: October 14, 2022

Time: 1:30 p.m.

Dept: C-69

1 This matter came on for hearing on October 14, 2022, at 1:30 p.m., in Department C-69
2 of the above-captioned Court on the unopposed Motion for Final Approval of Class and
3 Representative Action Settlement pursuant to California Rule of Court 3.769, this Court's Order
4 Granting Preliminary Approval filed May 20, 2022 and the Joint Stipulation for Settlement
5 ("Settlement Agreement"), a copy of which was filed in conjunction with the Plaintiffs' Motion
6 for Preliminary Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed
8 by the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement heard May 20, 2022 and
10 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
11 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent
13 to each Settlement Class Member by first-class mail. These papers informed the Settlement Class
14 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
15 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
16 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
17 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
18 were provided by each of these procedures. Four members of the class opted out and no member
19 of the Class filed written objection to the proposed Settlement as part of this notice process or
20 stated an intention to appear at the final approval hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Settlement Class Members and provides the basis for the Court to make an
23 informed decision regarding approval of the Settlement based on the responses of the Settlement
24 Class. The Court finds and determines that the notice provided in this case was the best notice
25 practicable, which satisfied the requirements of law and due process.

26 3. With respect to the Settlement Class and for purposes of approving this Settlement
27 only, this Court finds and concludes that: (a) the members of the Settlement Class are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are

1 questions of law or fact common to the Settlement Class, and there is a well-defined community
2 of interest among members of the Settlement Class with respect to the subject matter of the
3 Action; (c) the claims of Class Representatives Margarita Hernandez and Mercedes Haldy are
4 typical of the claims of the members of the Settlement Class; (d) the Class Representatives have
5 fairly and adequately protected the interests of the members of the Settlement Class; (e) a class
6 action is superior to other available methods for an efficient adjudication of this controversy; and
7 (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve
8 as counsel for Plaintiff in their individual and representative capacities for the Class.

9 4. The Court has certified a Settlement Class, as that term is defined in and by the
10 terms of the Settlement Agreement as all current and former non-exempt employees who are or
11 were employed by Defendants in California at any time during the Class Period.

12 5. The Court hereby confirms Aegis Law Firm, PC and Denis & Rasi, PC as Class
13 Counsel.

14 6. The Court hereby confirms Plaintiffs Margarita Hernandez and Mercedes Haldy
15 as the Class Representatives in this Action.

16 7. The Court finds and determines that the terms set forth in the Settlement
17 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
18 according to its terms, having found that the Settlement was reached as a result of informed and
19 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
20 that the Parties conducted extensive investigation, research, and informal discovery and that their
21 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
22 the Settlement will enable the Parties to avoid additional and potentially substantial litigation
23 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
24 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
25 value accorded to the Class.

26 8. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
28

1 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
2 should be and hereby are ordered to be consummated.

3 9. The Court hereby approves the Gross Settlement Amount of \$3,850,000.00.

4 10. The Court finds and determines that the Individual Settlement Payments to be
5 paid to participating Settlement Class Members as provided for by the Settlement are fair and
6 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
7 be made to the participating Settlement Class Members in accordance with the Settlement
8 Agreement.

9 11. The Court finds and determines that payment to the California Labor and
10 Workforce Development Agency of \$75,000.00 as its share of the settlement of the \$100,000.00
11 in civil penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final
12 approval to and orders that the payment of that amount be paid in accordance with the Settlement
13 Agreement.

14 12. The Court finds and determines that the fees and expenses in administering the
15 Settlement incurred by Simpluris, Inc. in the amount of \$ 40,017.00, are fair and reasonable. The
16 Court hereby gives final approval to and orders that the payment of that amount in accordance
17 with the Settlement.

18 13. The Court finds and determines the Class Representative Enhancement Awards
19 of \$5,000 for each Plaintiff are fair and reasonable. The Court hereby orders the Administrator
20 to make these payments to the Plaintiffs/Class Representatives in accordance with the terms of
21 the Settlement Agreement.

22 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
23 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
24 the sum of \$872,685.00 and litigation costs of \$19,184.43. Class Counsel requested one-third of
25 the gross settlement amount. However, the Court, conducted a cross-check with the lodestar, and
26 found and awarded reduced Class Counsel attorneys' fees of \$872,685.00 as fair and reasonable,
27 based on a lodestar of \$436,342.50 and a multiplier of 2. As to the cross-check: the Aegis firm's
28 counsel expended 322.1 billed hours, at rates ranging between \$350 up to \$825 per hour, with a

1 total lodestar for the Aegis firm of \$203,242.50. Campbell Decl. ¶ 26. The Denis & Rasi firm
2 expended 413 hours at rates of \$600 and \$525 per hour for a lodestar of \$233,100. Ethan Rasi
3 Decl. ¶¶ 17, 25 (196 hours at \$525/hr); Paul Denis Decl. ¶ 22 (217 hours at \$600/hr). Thus, the
4 total calculated lodestar is \$436,342.50. Attorneys' fees are thus awarded in the amount of
5 \$872,685.00 (which, with a lodestar cross-check, would result in utilizing a multiplier of 2). The
6 Court hereby orders the Settlement Administrator to make these payments in accordance with
7 the terms of the Settlement Agreement.

8 15. Without affecting the finality of this order or the entry of judgment in any way,
9 the Court retains jurisdiction of all matters relating to the interpretation, administration,
10 implementation, effectuation, and enforcement of this order and the Settlement.

11 16. Neither Defendant nor any related persons or entities shall have any further
12 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
13 except as provided for by the Settlement Agreement.

14 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
15 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
16 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
17 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
18 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
19 be construed as an admission or concession by or against Defendant or any related person or
20 entity.

21 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
22 under the Settlement or under this order, including the requirement that Defendants make
23 payment to the participating Settlement Class Members in accordance with the Settlement.

24 19. The Court hereby enters final judgment in accordance with the terms of the
25 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
26 filed on May 20, 2022, and this Order.

20. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

DATED: 10-25, 2022

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Honorable Katherine Bacal
JUDGE OF THE SUPERIOR COURT