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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 MARLIN MEJIA, BASILIA KONDE, and
16 GULALAY OMARZAY, individuals, on
17 behalf of themselves and on behalf of all
18 persons similarly situated,

19 Plaintiffs,

20 vs.

21 CHICO’S FAS, INC., a Corporation; and
22 DOES 1 through 50, inclusive,

23 Defendants.

CASE NO.: **23TRCV03862**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: February 5, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. Patricia A. Young

Dept: B

Date Filed: November 22, 2023

Trial Date: Not set

24 The unopposed motion of Plaintiffs Marlin Mejia, Basilia Konde, and Gulalay Omarzay
25 (collectively, “Plaintiffs”) for an order finally approving the First Amended Class Action and
26 PAGA Settlement Agreement (“Agreement”) with Defendant Chico’s FAS, Inc. (“Defendant”),
27 attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on
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1 for hearing on February 5, 2026 before the Honorable Patricia A. Young of the Superior Court of
2 the State of California, in and for the County Los Angeles.

3 **I.**

4 **FINDINGS**

5 Based on the oral and written argument and evidence presented in connection with the
6 motion, the Court makes the following findings:

7 1. All terms used herein shall have the same meaning as defined in the Agreement.

8 2. This Court has jurisdiction over the subject matter of this litigation pending before
9 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
10 Parties to this litigation, including the Class.

11 3. Based on a review of the papers submitted by Plaintiffs and a review of the
12 applicable law, the Court finds that the Gross Settlement Amount of Seven Hundred Fifty
13 Thousand Dollars and No Cents (\$750,000.00) and the terms set forth in the Agreement are fair,
14 reasonable, and adequate.

15 4. The Court further finds that the Settlement was the result of arm's length
16 negotiations conducted after Class Counsel had adequately investigated the claims and became
17 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
18 Settlement, and the assistance of an experienced mediator in the settlement process, among other
19 factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

20 **Preliminary Approval of the Settlement**

21 5. On September 16, 2025, the Court granted preliminary approval of the Settlement.
22 At this same time, the Court approved conditional certification of the Class for settlement
23 purposes only.

24 **Notice to the Class**

25 6. In compliance with the Preliminary Approval Order, the Court-approved Class
26 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
27 about October 30, 2025. Mailing of the Class Notice to their last-known addresses was the best
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1 notice practicable under the circumstances and was reasonably calculated to communicate actual
2 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
3 Class Members fully and accurately informed the Class Members of all material elements of the
4 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
5 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
6 fully with the laws of the State of California, the United States Constitution, due process and other
7 applicable law. The Class Notice fairly and adequately described the Settlement and provided
8 Class Members adequate instructions and a variety of means to obtain additional information.

9 7. The Response Deadline for opting out or submitting written objections to the
10 Settlement was December 15, 2025, which for re-mailings was extended by fourteen (14) days.
11 There was an adequate interval between notice and the deadline to permit Class Members to
12 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
13 Class Members to participate in this hearing, and all Class Members and other persons wishing to
14 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
15 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
16 Court determines that all Class Members who did not timely and properly submit a request for
17 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

18 **Fairness of the Settlement**

19 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
20 48 Cal.App.4th 1794, 1801 (1996).

21 a. The settlement was reached through arm's-length bargaining between the
22 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
23 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

24 b. Plaintiffs and Class Counsel's investigation and discovery have been
25 sufficient to allow the Court and counsel to act intelligently.

26 c. Counsel for all Parties are experienced in similar employment class action
27 and PAGA litigation. Class Counsel recommended approval of the Agreement.

1 d. The percentage of objectors and requests for exclusion is small. No
2 objections were received. One (1) request for exclusion was received.

3 e. The participation rate was high. 2,603 Participating Class Members will be
4 mailed a settlement payment, representing 99.96% of the overall Class.

5 9. The consideration to be given to the Class Members under the terms of the
6 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
7 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
8 Members' claims, given the uncertainties and significant risks of the litigation and the delays
9 which would ensue from continued prosecution of the action.

10 10. The Agreement is approved as fair, adequate and reasonable and in the best
11 interests of the Class Members.

12 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

13 11. An award of \$250,000 for attorneys' fees, representing one-third of the Gross
14 Settlement Amount, and \$23,949.03 for litigation costs and expenses, is reasonable, in light of the
15 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
16 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
17 and billing statement.

18 **Class Representative Service Payments**

19 12. The Agreement provides for a Class Representative Service Payments of not more
20 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
21 Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are reasonable in
22 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
23 effort in bringing and prosecuting this matter on behalf of the Class.

24 **Administration Expenses Payment**

25 13. The Administrator shall calculate and administer the payment to be made to the
26 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
27 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
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1 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
2 Administrator has documented \$18,950 in fees and expenses, and this amount is reasonable in
3 light of the work performed by the Administrator.

4 **PAGA Penalties**

5 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
6 of \$30,000.00, which shall be allocated \$22,500.00 to the Labor & Workforce Development
7 Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
8 Agreement pursuant to the PAGA and \$7,500.00 to be distributed to the Aggrieved Employees
9 and allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA
10 Penalties (\$7,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees
11 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay
12 Periods. “Aggrieved Employees” are all individuals who are or were previously employed by
13 Defendant and any of its subsidiaries in California and classified as a non-exempt employee at any
14 time during the PAGA Period (September 8, 2022 through December 31, 2024). Pursuant to
15 Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement
16 terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be
17 reasonable.

18 **II.**

19 **ORDERS**

20 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

21 15. The Class is certified for the purposes of settlement only. The Class is defined as
22 follows:

23 All individuals who are or were previously employed by Defendant and any of its
24 subsidiaries in California and classified as a non-exempt employee at any time
during the Class Period (January 1, 2022 through December 31, 2024).

25 16. All persons who meet the foregoing definition are members of the Class, except for
26 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The one (1)
27 individual who requested exclusion from the Class was: Rhani Bigay.
28

1 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
2 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
3 the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
4 the Administrator no later than 14 days after the Effective Date.

5 18. Class Counsel are awarded attorneys' fees in the amount of \$250,000 and costs in
6 the amount of \$23,949.03. Class Counsel shall not seek or obtain any other compensation or
7 reimbursement from Defendant, Plaintiffs or members of the Class.

8 19. The payment of Class Representative Service Payments in the amount of \$10,000
9 each to the Plaintiffs is approved.

10 20. The payment of \$18,950 to the Administrator for its fees and expenses is approved.

11 21. The PAGA Penalties of \$30,000 is approved and is to be distributed in accordance
12 with the Agreement.

13 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
14 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

15 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
16 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
17 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
18 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
19 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
20 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
21 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
22 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
23 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
24 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
25 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
26 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
27 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
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1 Claims and/or Released PAGA Claims.

2 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
3 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
4 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
5 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
6 to individual Class Members.

7 25. If the Agreement does not become final and effective in accordance with the terms
8 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
9 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
10 revert to their respective positions as of before entering into the Agreement, and expressly reserve
11 their respective rights regarding the prosecution and defense of this Action, including all available
12 defenses and affirmative defenses, and arguments that any claim in the Action could not be
13 certified as a class action and/or managed as a representative action.

14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
16 Plaintiffs, and all members of the Class, shall take nothing in the Action.

17 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
18 provided in the Agreement and in this Final Approval Order and Judgment.

19 28. Effective on the date when Defendant fully funds the entire Gross Settlement
20 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
21 Payments and the Class Representative Service Awards, Plaintiffs, Participating Class Members,
22 Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

23 (a) All Participating Class Members, on behalf of themselves and their
24 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
25 and assigns, release Released Parties from all claims that were alleged, or reasonably could have
26 been alleged, based on the facts and allegations stated in the Actions and/or the Operative
27 Complaint, which occurred during the Class Period, including any and all claims involving any
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1 alleged unfair business practices, failure to pay for all wages due (including minimum, overtime,
2 sick pay at the correct rate), failure to provide legally required meal periods and rest breaks and
3 failure to pay premium pay at the regular rate of pay for missed or improper meal periods and/or
4 rest breaks, failure to pay for reporting time pay, failure to timely pay all wages due, failure to
5 provide accurate wage statements, failure to keep accurate time records, and failure to reimburse
6 for business expenses, or alleged violation of Labor Code §§201–204, 210, 218, 221, 226, 226.7,
7 233, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2802, the applicable wage orders, and Business and
8 Professions Code § 17200, *et seq.* (collectively, the “Released Class Claims”). Except as set forth
9 in the Agreement, Participating Class Members do not release any other claims, including claims
10 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
11 unemployment benefits, social security benefits, workers’ compensation benefits, or claims based
12 on facts occurring outside the Class Period. The Released Parties are: Defendant and each of its
13 former and present directors, officers, shareholders, owners, employees, agents, principals,
14 representatives, attorneys, insurers and reinsurers, accountants, consultants, predecessors,
15 successors, acquirers, affiliates, parents, assigns and subsidiaries.

16 (b) All Plaintiffs and all Aggrieved Employees, on behalf of themselves and
17 their respective former and present representatives, agents, attorneys, heirs, administrators,
18 successors, and assigns, and Plaintiffs as agents and proxies of the State of California (including
19 the LWDA) are deemed to waive, release, and discharge the Released Parties from all claims for
20 PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual
21 allegations or legal theories stated in the Actions, the PAGA Notices, and/or the Operative
22 Complaint, which occurred during the PAGA Period, including any and all PAGA claims based
23 on any alleged unfair business practices, failure to pay for all wages due (including minimum,
24 overtime, sick pay at the correct rate), failure to provide legally required meal periods and rest
25 breaks and failure to pay premium pay at the regular rate of pay for missed or improper meal
26 periods and/or rest breaks, failure to pay for reporting time pay, failure to timely pay all wages
27 due, failure to provide accurate wage statements, failure to keep accurate time records, failure to
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1 reimburse for business expenses, failure to provide suitable seating, or alleged violation of Labor
2 Code §§ 201–204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1,
3 1198, 2802, 2699, *et seq.*, the applicable wage orders, California Code of Regulations, Title 8,
4 Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14),
5 and the applicable wage orders. Except as set forth in this Agreement, Aggrieved Employees do
6 not release any other claims, including claims for vested benefits, wrongful termination, violation
7 of the Fair Employment and Housing Act, unemployment benefits, social security benefits,
8 workers' compensation benefits, or claims based on facts occurring outside the PAGA Period.

9 (c) Plaintiffs and their respective former and present spouses, representatives,
10 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
11 Released Parties (which as defined above specifically includes Defendant), and each and all of
12 them, from the Plaintiffs' Release, as fully set forth in the Agreement.

13 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
14 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
15 Administrator shall transmit the funds represented by such checks to the California Controller's
16 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
17 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

18 30. The Court hereby enters judgment in the entire Action as of the filing date of this
19 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
20 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
21 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
22 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
24 **ORDERED.**

25 Dated: _____

26 _____
27 HON. PATRICIA A. YOUNG
28 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA