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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

CAMERON YOUNG,

Plaintiff,

vs.

THE GAP, INC., a Delaware Corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CGC-18-568507

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Amended Joint Stipulation of Class Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Cameron Young (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendant The Gap, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Cameron Young v. The Gap, Inc.*, No. CGC-18-568507 (San Francisco County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to fees and expenses of experts, investigation expenses, postage, telephone, and photocopying charges, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Class Settlement Amount, or Seven Hundred Fifty Thousand Dollars (\$750,000). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Thirty Five Thousand Dollars (\$35,000), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Class Counsel” means Capstone Law APC.

4. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within thirty (30) calendar days after Notice of Entry of Order Granting Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most recent mailing address and telephone number; Social Security number; dates of employment; the

1 respective number of Workweeks that each Class Member worked during the Class Period; and any
2 other relevant information needed to calculate settlement payments.

3 5. "Class Member(s)" or "Settlement Class" means all current and former non-exempt
4 employees who worked for The Gap, Inc. in its Fresno, California Distribution Center at any time from
5 July 30, 2014 to the date of Preliminary Approval.

6 6. "Class Period" means the period from July 30, 2014 to the date of Preliminary
7 Approval.

8 7. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff
9 in recognition of his effort and work in prosecuting the Action on behalf of Class Members. Subject to
10 the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and
11 all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of Ten
12 Thousand Dollars (\$10,000).

13 8. "Class Settlement Amount" means the Class Settlement Amount of Two Million Two
14 Hundred Fifty Thousand Dollars (\$2,250,000), to be paid by Defendant in full satisfaction of all
15 Released Claims arising from the Action, which includes all Individual Settlement Payments to
16 Participating Class Members, Attorneys' Fees and Costs, the Class Representative Enhancement
17 Payment, the Labor and Workforce Development Agency Payment, and Settlement Administration
18 Costs. In no event will Defendant be liable for more than the Class Settlement Amount except as
19 otherwise explicitly set forth herein. There will be no reversion of the Class Settlement Amount to
20 Defendant. Defendant will be separately responsible for any employer payroll taxes required by law,
21 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Class
22 Settlement Amount.

23 9. "Court" means the San Francisco County Superior Court.

24 10. "Defendant" means Defendant The Gap, Inc.

25 11. "Effective Date" means the latter of: (i) if no timely objections are filed, or are
26 withdrawn prior to final approval, the date of service of notice of entry of the Court's order granting final
27 approval of the Amended Joint Stipulation of Class Action Settlement and Release; or (ii) if timely
28 objections are filed and not withdrawn, then either the final resolution of any appeals timely filed, or the

1 expiration date of the time for filing or noticing any such appeals.

2 12. "Individual Settlement Payment" means each Participating Class Member's respective
3 share of the Net Settlement Amount.

4 13. "Labor and Workforce Development Agency Payment" means the amount that the
5 Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection
6 with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").
7 The Parties have agreed that One Hundred Thousand Dollars (\$100,000) of the Class Settlement
8 Amount will be allocated to the resolution of Class Members' claims arising under PAGA. Pursuant to
9 PAGA, Seventy-Five Percent (75%), or Seventy Five Thousand Dollars (\$75,000), of the PAGA
10 Settlement Amount will be paid to the California Labor and Workforce Development Agency, and
11 Twenty-Five Percent (25%), or Twenty Five Thousand Dollars (\$25,000), of the PAGA Settlement
12 Amount will be included in the Net Settlement Amount.

13 14. "Net Settlement Amount" means the portion of the Class Settlement Amount remaining
14 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the
15 Labor and Workforce Development Agency Payment, and Settlement Administration Costs. The Net
16 Settlement Amount will be distributed to Participating Class Members.

17 15. "Notice of Objection" means a Class Member's valid and timely written objection to the
18 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the case name and
19 case number; (ii) the objector's full name, signature, address, and telephone number, (iii) a written
20 statement of all grounds for the objection accompanied by any legal support for such objection; (iv)
21 copies of any papers, briefs, or other documents upon which the objection is based; and (v) a statement
22 whether the objector intends to appear at the Fairness Hearing.

23 16. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
24 attached as Exhibit A.

25 17. "Parties" means Plaintiff and Defendant collectively.

26 18. "Participating Class Members" means all Class Members who do not submit timely and
27 valid Requests for Exclusion.

28 19. "Plaintiff" means Plaintiff Cameron Young.

1 20. “Preliminary Approval” means the Court order granting preliminary approval of the
2 Settlement Agreement.

3 21. “Released Claims” means any and all claims, demands, rights, liabilities, and causes of
4 action that were or could have been pleaded under local, state or federal law arising out of, relating to, or
5 based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or
6 failures to act pleaded in the operative complaint against The Gap, Inc. through the date of Preliminary
7 Approval, including but not limited to claims related to unpaid wages and overtime compensation, meal
8 and rest break violations, untimely final paychecks, inaccurate itemized wage statements, failure to
9 maintain payroll records, unreimbursed business expenses, and unfair and unlawful business practices,
10 and for civil penalties under the Private Attorney General Act related to the claims above.

11 22. “Released Parties” means Defendant; its past or present officers, directors, shareholders,
12 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
13 reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and
14 attorneys, if any.

15 23. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
16 request to be excluded from the Settlement. The Request for Exclusion must: (i) identify the case name
17 and case number; (ii) set forth the name, address, telephone number and last four digits of the Social
18 Security Number of the Class Member requesting exclusion; (iii) be signed by the Class Member; (iv) be
19 returned to the Settlement Administrator; (v) clearly state that the Class Member does not wish to be
20 included in the Settlement; and (vi) be faxed or postmarked on or before the Response Deadline.

21 24. “Response Deadline” means the deadline by which Class Members must postmark or
22 fax to the Settlement Administrator Requests for Exclusion or Notices of Objection to the Settlement
23 Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the
24 Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday
25 or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
26 Postal Service is open.

27 25. “Settlement Administration Costs” means the costs payable from the Class Settlement
28 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,

1 establishing a settlement website (“Settlement Website”), printing, distributing, and tracking documents
 2 for this Settlement, tax reporting, distributing the Class Settlement Amount, and providing necessary
 3 reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid
 4 from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount
 5 represented by the Settlement Administrator as being the maximum costs necessary to administer the
 6 Settlement. Based on an estimated Settlement Class of approximately Four Thousand Three Hundred
 7 (4,300) Class Members, the Settlement Administration Costs are currently estimated to be Twenty-Five
 8 Thousand Dollars (\$25,000).

9 26. “Settlement Administrator” means CPT Group Inc., or any other third-party class action
 10 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
 11 administering this Settlement. The Parties each represent that they do not have any financial interest in
 12 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
 13 could create a conflict of interest.

14 27. “Workweeks” means the number of days of employment for each Class Member during
 15 the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to
 16 the nearest whole number. All Class Members will be credited with at least one Workweek.

17 **TERMS OF AGREEMENT**

18 The Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

19 28. Funding of the Class Settlement Amount. Defendant will make a one-time deposit of
 20 the Class Settlement Amount into a Qualified Settlement Account to be established by the Settlement
 21 Administrator. Defendant will pay the employer’s share of payroll taxes separately. After the Effective
 22 Date, the Class Settlement Amount will be used for: (i) Individual Settlement Payments; (ii) the Labor
 23 and Workforce Development Agency Payment; (iii) the Class Representative Enhancement Payment;
 24 (iv) Attorneys’ Fees and Costs; and (v) Settlement Administration Costs. Defendant will deposit the
 25 Class Settlement Amount and the employer’s share of payroll taxes within thirty (30) calendar days of
 26 the Effective Date.

27 29. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application
 28 or motion by Class Counsel for Attorneys’ Fees and Costs of not more than Seven Hundred Fifty

1 Thousand Dollars (\$750,000), plus the reimbursement of all out-of-pocket costs and expenses associated
2 with Class Counsel's litigation and settlement of the Action (including expert fitness fees, investigations
3 expenses, photocopying, etc.), not to exceed Thirty Five Thousand Dollars (\$35,000), both of which will
4 be paid from the Class Settlement Amount.

5 30. Class Representative Enhancement Payment. Solely in recognition of his effort and
6 work in prosecuting the Action on behalf of Class Members, and not for the general release set forth in
7 paragraph 61, Defendant agrees not to oppose or impede any application or motion for a Class
8 Representative Enhancement Payment of Ten Thousand Dollars (\$10,000). The Class Representative
9 Enhancement Payment will be paid from the Class Settlement Amount and will be in addition to
10 Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and
11 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
12 Payment.

13 31. Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments from the Class
15 Settlement Amount. These costs, which will be paid from the Class Settlement Amount, will include,
16 *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2
17 IRS Forms, distributing Notice Packets, calculating and distributing the Class Settlement Amount, and
18 providing necessary reports and declarations.

19 32. Labor and Workforce Development Agency Payment. Subject to Court approval, the
20 Parties agree that the Settlement Administrator will pay the Labor and Workforce Development Agency
21 Payment in satisfaction of Plaintiff's and Class Members' PAGA claims.

22 33. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
23 Participating Class Members. No portion of the Net Settlement Amount will revert or be retained by
24 Defendant.

25 34. Individual Settlement Payment Calculations. Individual Settlement Payments will be
26 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a Class
27 Member worked during the Class Period. Specific calculations of Individual Settlement Payments will
28 be made as follows:

- 1 34(a) Defendant will calculate the total number of Workweeks worked by each
2 Class Member during the Class Period and the aggregate total number of
3 Workweeks worked by all Class Members during the Class Period.
- 4 34(b) To determine each Class Member’s estimated “Individual Settlement
5 Payment,” the Settlement Administrator will use the following formula:
6 The Net Settlement Amount will be divided by the aggregate total number
7 of Workweeks, resulting in the “Workweek Value.” Each Class Member’s
8 “Individual Settlement Payment” will be calculated by multiplying each
9 individual Class Member’s total number of Workweeks by the Workweek
10 Value.
- 11 34(c) The Individual Settlement Payment will be reduced by any required
12 deductions for each Participating Class Members as specifically set forth
13 herein, including employee-side tax withholdings or deductions.
- 14 34(d) The entire Net Settlement Amount will be disbursed to all Participating
15 Class Members. If there are any valid and timely Requests for Exclusion,
16 the Settlement Administrator shall proportionately increase the Individual
17 Settlement Payment for each Participating Class Member according to the
18 number of Workweeks worked, so that the amount actually distributed to
19 the Settlement Class equals 100% of the Net Settlement Amount.

20 35. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
21 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
22 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
23 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
24 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
25 Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions,
26 or amounts to which any Class Members may be entitled under any benefit plans, all of which are
27 specifically excluded from the Released Claims.

28 36. Administration Process. The Parties agree to cooperate in the administration of the

1 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
2 administration of the Settlement.

3 37. Delivery of the Class List. Within thirty (30) calendar days of Notice of Entry of Order
4 Granting Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator.

5 38. Notice by First-Class U.S. Mail. Within fourteen (14) calendar days after receiving the
6 Class List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members
7 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
8 List.

9 39. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
10 Administrator will perform a search based on the National Change of Address Database for information
11 to update and correct for any known or identifiable address changes. Any Notice Packets returned to the
12 Settlement Administrator as non-deliverable on or before the Response Deadline will be postmarked
13 within three (3) business days via regular First-Class U.S. Mail to the forwarding address affixed thereto
14 and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no
15 forwarding address is provided, the Settlement Administrator will promptly attempt to determine the
16 correct address using a skip-trace, or other search using the name, address and/or Social Security number
17 of the Class Member involved, and will then perform a single re-mailing. Those Class Members who
18 receive a re-mailed Notice Packet, whether by skip-trace or by request, will have between the later of (a)
19 an additional fifteen (15) calendar days or (b) the Response Deadline to submit a Request for Exclusion
20 or an objection to the Settlement.

21 40. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet
22 will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
23 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each respective
24 Class Member worked for Defendant during the Class Period; (v) each Class Member's estimated
25 Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the
26 dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or
27 Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for
28 Exclusions or Notices of Objection to the Settlement; and (ix) the claims to be released.

1 41. Disputed Information on Notice Packets. Class Members will have an opportunity to
2 dispute the information provided in their Notice Packets. To the extent Class Members dispute their
3 employment dates or the number of Workweeks on record, Class Members may produce evidence, such
4 as check stubs, W2 forms, or letters from HR, to the Settlement Administrator showing that such
5 information is inaccurate. The Settlement Administrator will decide the dispute. Defendant's records
6 will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the
7 Class Member and will make the final decision as to the merits of the dispute, which will be
8 communicated to the Class Member by a letter to be mailed within three (3) business days of the final
9 decision. All disputes must be submitted on or before the Response Deadline, or in the case of Class
10 Members who receive re-mailed Notice Packets, by the deadline set forth in Paragraph 39. All disputes
11 will be decided within ten (10) business days of the Response Deadline.

12 42. Defective Submissions. If a Class Member's Request for Exclusion or Notice of
13 Objection is defective as to the requirements listed herein, that Class Member will be given an
14 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter
15 within three (3) business days of receiving the defective submission to advise the Class Member that his
16 or her submission is defective and that the defect must be cured to render the Request for Exclusion or
17 Notice of Objection valid. The Class Member will have until the later of (i) Response Deadline or (ii)
18 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a
19 revised Request for Exclusion or Notice of Objection. If the revised Request for Exclusion or Notice of
20 Objection is not postmarked or received by fax within that period, it will be deemed untimely.

21 43. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
22 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
23 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
24 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
25 for Exclusion has been timely submitted.

26 44. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
27 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
28 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released

1 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
2 Settlement.

3 45. Released Claims. Upon the Effective Date, all Participating Class Members will be
4 deemed to have released and forever discharged the Released Parties of any and all Released Claims.

5 46. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to
6 void and withdraw from the Settlement if, at any time prior to Final Approval: (i) One Percent (1%) or
7 more of Class Members opt out of the settlement; (ii) there is a change to the scope of the release; and/or
8 (iii) the Court finds the Class Settlement Amount is insufficient to warrant approval. If Defendant elects
9 to void the settlement under (i) or (ii), then Defendant will be responsible for paying the administrative
10 costs incurred to date.

11 47. Objection Procedures. To object to the Settlement Agreement, a Class Member must
12 postmark or fax a valid Notice of Objection to the Settlement Administrator on or before the Response
13 Deadline. The Notice of Objection must be signed by the Class Member and contain all information
14 required by this Settlement Agreement. The postmark or fax confirmation header will be deemed the
15 exclusive means for determining that the Notice of Objection is timely. Class Members who fail to
16 object in the manner specified above will be deemed to have waived all objections to the Settlement and
17 will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement
18 Agreement. Class Members who postmark or fax timely Notices of Objection will have a right to appear
19 at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any
20 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
21 objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not
22 represent any Class Members with respect to any such objections to this Settlement.

23 48. Certification Reports Regarding Individual Settlement Payment Calculations. The
24 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
25 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to
26 the Settlement, and whether any Class Member has submitted a challenge to any information contained
27 in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both
28 Parties any updated reports regarding the administration of the Settlement Agreement as needed or

1 requested.

2 49. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar
3 days of the date Defendant funds the Class Settlement Amount, the Settlement Administrator will issue
4 payments to: (i) Participating Class Members; (ii) the Labor and Workforce Development Agency; (iii)
5 Plaintiff; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to itself for
6 Court-approved services performed in connection with the Settlement.

7 50. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
8 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
9 more than one hundred and twenty (120) calendar days after issuance will be tendered to the State
10 Controller's Office, Unclaimed Property Division in the name of the Participating Class Member. In the
11 case of undeliverable checks, the Settlement Administrator will make at least one attempt to re-mail the
12 check if: (i) the undeliverable mail has a forwarding address; or (ii) the Settlement Administrator is able
13 to locate a more current address.

14 51. Certification of Completion. Upon completion of administration of the Settlement, the
15 Settlement Administrator will provide a written declaration under oath to certify such completion to the
16 Court and counsel for all Parties.

17 52. Treatment of Individual Settlement Payments. In light of the claims and theories assert
18 by Plaintiff, all Individual Settlement Payments will be allocated as follows: (i) Thirty Percent (30%) of
19 each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued;
20 and (ii) Seventy (70%) will be allocated as penalties and interest for which IRS Forms 1099-MISC will
21 be issued.

22 53. Administration of Taxes by the Settlement Administrator. The Settlement
23 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, and Class
24 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
25 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
26 and penalties to the appropriate government authorities.

27 54. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
28 of the payments called for hereunder, and Plaintiff and Participating Class Members are not relying on

1 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this
2 regard.

3 55. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
4 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
5 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
6 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
7 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
8 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
9 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
10 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
11 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
12 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
13 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
14 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
15 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
16 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
17 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
18 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
19 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
20 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
21 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
22 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
23 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
24 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
25 AGREEMENT.

26 56. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
27 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
28 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of

1 action or right herein released and discharged.

2 57. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
3 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
4 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
5 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
6 likewise be treated as void from the beginning.

7 58. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
8 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
9 Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii)
10 preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final
11 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice
12 Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary
13 Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this
14 Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A.
15 Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval.
16 Class Counsel shall provide Defendant's Counsel a copy of the Preliminary Approval Motion for review
17 at least three business days prior to filing.

18 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
19 deadlines to postmark or fax Requests for Exclusion or objections to the Settlement Agreement, and with
20 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the
21 Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys'
22 Fees and Costs; (ii) the Class Representative Enhancement Payment; (iii) Individual Settlement
23 Payments; (iv) the Labor and Workforce Development Agency Payment; (v) all Settlement
24 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than
25 thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all
26 documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the
27 attorneys' fees and costs application to be heard at the final approval hearing. Class Counsel shall
28 provide Defendant's Counsel a copy of the Final Approval Motion for review at least three business days

1 prior to filing.

2 60. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
3 Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to
4 the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely
5 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
6 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under
7 court rules or as set forth in this Settlement Agreement. The Settlement Administrator will provide
8 Notice of Entry of Judgment to Class Members via the Settlement Website.

9 61. Release by Plaintiff. Plaintiff stipulates to a general release of all Released Parties for all
10 claims, demands, rights, liabilities, and causes of action, including without limitation known or unknown
11 claims, whether for economic damages, non-economic damages, punitive damages, restitution, tort,
12 contract, penalties, injunctive or declaratory relief, attorneys' fees, costs, or other monies or remedies.
13 This release by Plaintiff includes all federal, state and local statutory claims, and federal and state
14 common law claims (including but not limited to those for contract, tort, and equity), including, without
15 limitation, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the
16 Civil Rights Act of 1964 (as amended), 42 U.S.C. §1981, 42 U.S.C. § 1983, the Fair Labor Standards
17 Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California
18 Fair Employment and Housing Act, the California Unfair Competition Act (California Business and
19 Professions Code section 17200 et seq.), and the California Labor Code, including section 132a claims.
20 Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which provides:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
23 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING
24 THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD
 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
 THE DEBTOR OR RELEASED PARTY.

25 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees that
26 claims or facts in addition to or different from those which are now known or believed by him to
27 exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all of the
28 claims he now has against the Released Parties, whether known or unknown, suspected or

1 unsuspected. Plaintiff further agrees never to apply for or accept employment or work with
2 Defendant or any of its successor entities.

3 62. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
4 the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
5 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

6 63. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
7 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
8 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section
9 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is
10 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and
11 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
12 contradict the terms of this Settlement Agreement.

13 64. Amendment or Modification. No amendment, change, or modification to this
14 Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

15 65. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
16 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
17 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
18 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
19 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with
20 each other and use their best efforts to effect the implementation of the Settlement. If the Parties are
21 unable to reach agreement on the form or content of any document needed to implement the Settlement,
22 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
23 the Parties may seek the assistance of the Court to resolve such disagreement.

24 66. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
25 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

26 67. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
27 will be governed by and interpreted according to the laws of the State of California.

28 68. Execution and Counterparts. This Settlement Agreement is subject only to the execution

1 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
3 copies of the signature page, will be deemed to be one and the same instrument.

4 69. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
5 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
6 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
7 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
8 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
9 fairness and reasonableness of this Settlement.

10 70. Invalidity of Any Provision. Before declaring any provision of this Settlement
11 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
12 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
13 valid and enforceable.

14 71. Waiver of Certain Appeals. Plaintiff agrees to waive appeals; except, however, that
15 Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount
16 they request from the Court, and either party may appeal any court order that materially alters the
17 Settlement Agreement's terms.

18 72. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
19 to class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
20 approved, the stipulation to certification will be void. The Parties further agree that certification for
21 purposes of the Settlement is not an admission that class action certification is proper under the standards
22 applied to contested certification motions and that this Settlement Agreement will not be admissible in
23 this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant
24 is liable to Plaintiff or any Class Member, other than according to the Settlement's terms.

25 73. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
26 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
27 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
28 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or

1 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
2 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
3 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
4 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
5 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding
6 to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not
7 be offered or received as evidence in any action or proceeding to establish any liability or admission on
8 the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
9 compliance with, federal, state, local or other applicable law.

10 74. No Public Comment: Neither Plaintiff nor his counsel shall hold a press conference or
11 otherwise seek to affirmatively publicize the settlement in the media or on social media. If contacted by
12 the media regarding the settlement, Plaintiff and his counsel will state “It was a fair settlement and we are
13 happy with the results” or something to that effect. Additionally, neither Plaintiff nor his counsel shall
14 engage in any disparagement of any type related to this settlement.

15 75. Waiver. No waiver of any condition or covenant contained in this Settlement
16 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to
17 imply or constitute a further waiver by such party of the same or any other condition, covenant, right or
18 remedy.

19 76. Enforcement Actions. In the event that one or more of the Parties institutes any legal
20 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
21 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
22 entitled to recover from the unsuccessful Party or Parties reasonable attorneys’ fees and costs, including
23 expert witness fees incurred in connection with any enforcement actions.

24 77. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
25 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
26 more strictly against one party than another merely by virtue of the fact that it may have been prepared
27 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
28 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

1 78. Representation By Counsel. The Parties acknowledge that they have been represented
2 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
3 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
4 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

5 79. All Terms Subject to Final Court Approval. All amounts and procedures described in
6 this Settlement Agreement herein will be subject to final Court approval.

7 80. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
8 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
9 Settlement Agreement.

10 81. Privacy of Documents and Information. Plaintiff and Plaintiff’s Counsel agree that they
11 will destroy all confidential documents and confidential information provided to them by Defendant
12 within sixty (60) days of the Effective Date, except for documents that must be saved for malpractice
13 purposes or ethical rules governing attorney conduct in California and the United States. Plaintiff and
14 Plaintiff’s Counsel further agree that none of the documents and information provided to them by
15 Defendant shall be used for any purpose other than prosecution of this Lawsuit or the defense or
16 prosecution of a malpractice action or defense of any state bar complaint.

17 82. Binding Agreement. The Parties warrant that they understand and have full authority to
18 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
19 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
20 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
21 otherwise might apply under federal or state law.

22
23 **READ CAREFULLY BEFORE SIGNING**

24 **PLAINTIFF**

25
26 Dated: 5/28/2020

27 DocuSigned by:
Cameron Young
28 Plaintiff Cameron Young

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DEFENDANT THE GAP, INC.

Dated: 5/20/2020

Paul Adams

Paul Adams
Senior Vice President, General Counsel at
The Gap, Inc.

APPROVED AS TO FORM

CAPSTONE LAW APC

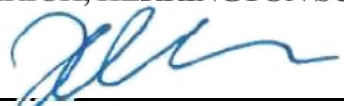
Dated: _____

By: _____
Raul Perez

Attorneys for Plaintiff Cameron Young

ORRICK, HERRINGTON SUTCLIFFE LLP

Dated: May 20, 2020

By: 

Jessica Perry

Attorneys for Defendant The Gap, Inc.

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DEFENDANT THE GAP, INC.


Dated: _____

Paul Adams
Senior Vice President, General Counsel at
The Gap, Inc.

APPROVED AS TO FORM

CAPSTONE LAW APC

May 28, 2020
Dated: _____

By:  _____
Raul Perez

Attorneys for Plaintiff Cameron Young

ORRICK, HERRINGTON SUTCLIFFE LLP

Dated: _____

By: _____
Jessica Perry

Attorneys for Defendant The Gap, Inc.

Exhibit A

Cameron Young v. The Gap, Inc., No. CGC-18-568507
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt employees who worked for The Gap, Inc. (“Defendant”) in its Fresno, California Distribution Center at any time from July 30, 2014 to [the date of Preliminary Approval].

On _____, the Honorable Andrew Y.S. Cheng of the San Francisco County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below under Option Two, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _ :00 _m. on _____, 2020 in Department 613 of the San Francisco County Superior Court located at 400 McAllister Street, San Francisco, California 94102. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Cameron Young, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements; and (5) reimburse for necessary business expenses.

After the exchange of relevant information and evidence, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class for settlement purposes only, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on this, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$2,250,000. No portion of the Class Settlement Amount will revert to Defendant. The Class Settlement Amount includes: (1) individual settlement payments to Class Members who do not opt out under Option Two (“Participating Class Members”); (2) \$10,000 to Cameron Young for his services on behalf of the class (“Class Representative Enhancement Payment”); (3) \$750,000 in attorneys’ fees and up to \$35,000 in litigation costs and expenses; (4) a \$100,000 settlement of Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), of which \$75,000 will be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to state law, and \$25,000 will be paid to Participating Class Members; and (5) reasonable Settlement Administrator’s fees and expenses to CPT Group, Inc.

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

(the “Settlement Administrator”), currently estimated to be \$25,000. After deducting the Court-approved Class Representative Enhancement Payment, attorneys’ fees and costs, the payment to the LWDA, and the Settlement Administrator’s fees and expenses, a total of approximately \$1,355,000 will be allocated to Class Members who do not opt out of the settlement (“Net Settlement Amount”).

Each Class Member’s settlement payment will be based on the number of Workweeks (calculated by taking the number of days each Class Member was employed by Defendant from July 30, 2014 to [the date of Preliminary Approval] (“Class Period”), subtracting days on leave of absence (if any), dividing by 7, and rounding up to the nearest whole number) each Class Member worked in a non-exempt position in the Fresno, California Distribution Center during the Class Period. The formula for calculating settlement payments is as follows:

- (a) Defendant will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period (“Total Workweeks”).
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the “Workweek Value”.
- (c) An “Individual Settlement Payment” amount for each Class Member will then be determined by multiplying the individual Class Member’s number of Workweeks by the Workweek Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.
- (e) If there are any timely and valid requests for Exclusion, the Settlement Administrator will re-allocate the Net Settlement Amount to each individual Participating Class Members to ensure that 100% of the Net Settlement Amount is paid to the Settlement Class. The Settlement Administrator will use the following formula: Individual Participating Class Member’s Share of Net Settlement Amount = Total Workweeks Worked by Individual Participating Class Member ÷ Total Workweeks Worked by All Participating Class Members × Net Settlement Amount.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment is approximately \$_____. If you believe the information provided above is incorrect, please write to the Settlement Administrator and explain why you disagree with the number of Workweeks stated above. You must attach all supporting documentation (such as check stubs, W2s, or letters from HR). All disputes should be postmarked or faxed on or before **[insert date of Response Deadline]** to:

Settlement Administrator
c/o _____

Fax No. _____

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 30% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 70% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. **In addition, you will be bound by the terms of the Settlement Agreement and will have given up your right to pursue Released Claims, which include: All claims, demands, rights, liabilities, and causes of action that were or could have been pleaded under local, state or federal law arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the operative complaint against The Gap, Inc. through [date of Preliminary Approval], including but not limited to claims related to unpaid wages and overtime compensation, meal and rest break violations, untimely final paychecks, inaccurate itemized wage statements, failure to maintain payroll records, unreimbursed business expenses, and unfair and unlawful business practices, and for civil penalties under the Private Attorney General Act related to the claims above.**

Settlement checks will remain valid for 120 calendar days after they are issued. After 120 days, the uncashed checks will be sent to the State Controller's Office, Unclaimed Property Division in the name of the Class Member.

Option 2 – Opt Out of the Settlement by [insert Date of Response Deadline]

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that desire to be excluded from the settlement. The written request for exclusion must include the case name and case number (“*Cameron Young v. The Gap, Inc.*, No. CGC-18-568507”), your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail or fax the request for exclusion by First Class U.S. Mail or equivalent, to the address/fax number below.

Settlement Administrator

c/o _____

Fax No. _____

The written request to be excluded must be postmarked or faxed not later than **[insert Date of Response Deadline]**. If you submit a request for exclusion which is not postmarked or faxed by **[insert Date of Response Deadline]**, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have given up your right to pursue the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement by [insert Date of Response Deadline]

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed or faxed to the Settlement Administrator at [administrator's address/fax number].

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

All objections must be postmarked or faxed to the Settlement Administrator by not later than _____ 2020. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described under Option 2 above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only. If you both opt-out of and object to the settlement, your objection will be deemed invalid and you will be excluded from participating in the settlement under Option 2.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have given up your right to pursue the Released Claims.

Option 4 – *Dispute Your Number of Qualifying Workweeks by [DATE]*

If you believe that your number of workweeks listed above is incorrect, you may contact the Settlement Administrator at _____ to dispute your workweek calculation. Defendant’s records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your workweek calculation is inaccurate. The Settlement Administrator will decide the dispute.

If you choose **Option 4**, you will still be entitled to money from the settlement under Option 1 and you will be deemed to have given up your right to pursue the Released Claims.

Address Changes

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator. To update your mailing address, please contact the Settlement Administrator at [phone number].

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the settlement agreement, the Motion for Preliminary Approval of Class Action Settlement, the Order Granting Preliminary Approval of the Class Action Settlement, and other papers filed in the case at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com). Documents related to this lawsuit and Settlement can also be found by searching the San Francisco County Superior Court’s website, <https://www.sfsuperiorcourt.org/online-services>, free of charge. To do so, you must enter the case number, CGC-17-562773, into the case query feature and click on the view button to review documents.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone:

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR DEFENDANT’S ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

CAMERON YOUNG,

Plaintiff,

vs.

THE GAP, INC., a Delaware Corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CGC-18-568507

**ADDENDUM TO AMENDED JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

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**ADDENDUM TO THE AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND RELEASE**

This addendum (“Addendum”) to the Amended Joint Stipulation of Class Action Settlement and Release (“Settlement Agreement”) is made and entered into by and between Plaintiff Cameron Young (“Plaintiff” or “Class Representative”), as an individual and on behalf of the proposed Settlement Class, and Defendant The Gap, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”), pursuant to Paragraph 64 of the Settlement Agreement, which provides: “No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.”

This Addendum incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Addendum modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Addendum and the Settlement will be interpreted and construed in favor of this Addendum.

1. Released Claims. The amended term “Released Claims” means any and all claims, demands, rights, liabilities, and causes of action arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act that were or could have been pleaded in the operative complaint against The Gap, Inc. through the date of Preliminary Approval, including but not limited to claims related to unpaid wages and overtime compensation, meal and rest break violations, untimely final paychecks, inaccurate itemized wage statements, failure to maintain payroll records, unreimbursed business expenses, and unfair and unlawful business practices, and for civil penalties under the Private Attorney General Act related to the claims above. Specifically excluded from the definition of “Released Claims” are any claims, rights, demands, or benefits which cannot be released as a matter of law.

2. Amended Notice of Class Action Settlement. The Amended Notice of Class Action Settlement is attached as Exhibit A.

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IT IS SO STIPULATED.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 7/20/2020

DocuSigned by:
Cameron Young
Plaintiff Cameron Young

DEFENDANT THE GAP, INC.

Dated: 7/21/2020

Paul Adams
Paul Adams
Senior Vice President, General Counsel at
The Gap, Inc.

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: July 20, 2020

By: Raul Perez
Raul Perez
Attorneys for Plaintiff Cameron Young

ORRICK. HERRINGTON SUTCLIFFE LLP

Dated: July 21, 2020

By: Jessica Perry
Jessica Perry
Attorneys for Defendant The Gap, Inc.

Exhibit A

Cameron Young v. The Gap, Inc., No. CGC-18-568507
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt employees who worked for The Gap, Inc. (“Defendant”) in its Fresno, California Distribution Center at any time from July 30, 2014 to [the date of Preliminary Approval].

On _____, the Honorable Andrew Y.S. Cheng of the San Francisco County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below under Option Two, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _ :00 _m. on _____, 2020 in Department 613 of the San Francisco County Superior Court located at 400 McAllister Street, San Francisco, California 94102. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Cameron Young, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements; and (5) reimburse for necessary business expenses.

After the exchange of relevant information and evidence, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class for settlement purposes only, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on this, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$2,250,000. No portion of the Class Settlement Amount will revert to Defendant. The Class Settlement Amount includes: (1) individual settlement payments to Class Members who do not opt out under Option Two (“Participating Class Members”); (2) \$10,000 to Cameron Young for his services on behalf of the class (“Class Representative Enhancement Payment”); (3) \$750,000 in attorneys’ fees and up to \$35,000 in litigation costs and expenses; (4) a \$100,000 settlement of Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), of which \$75,000 will be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to state law, and \$25,000 will be paid to Participating Class Members; and (5) reasonable Settlement Administrator’s fees and expenses to CPT Group, Inc.

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

(the “Settlement Administrator”), currently estimated to be \$25,000. After deducting the Court-approved Class Representative Enhancement Payment, attorneys’ fees and costs, the payment to the LWDA, and the Settlement Administrator’s fees and expenses, a total of approximately \$1,355,000 will be allocated to Class Members who do not opt out of the settlement (“Net Settlement Amount”).

Each Class Member’s settlement payment will be based on the number of Workweeks (calculated by taking the number of days each Class Member was employed by Defendant from July 30, 2014 to [the date of Preliminary Approval] (“Class Period”), subtracting days on leave of absence (if any), dividing by 7, and rounding up to the nearest whole number) each Class Member worked in a non-exempt position in the Fresno, California Distribution Center during the Class Period. The formula for calculating settlement payments is as follows:

- (a) Defendant will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period (“Total Workweeks”).
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the “Workweek Value”.
- (c) An “Individual Settlement Payment” amount for each Class Member will then be determined by multiplying the individual Class Member’s number of Workweeks by the Workweek Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.
- (e) If there are any timely and valid requests for Exclusion, the Settlement Administrator will re-allocate the Net Settlement Amount to each individual Participating Class Members to ensure that 100% of the Net Settlement Amount is paid to the Settlement Class. The Settlement Administrator will use the following formula: Individual Participating Class Member’s Share of Net Settlement Amount = Total Workweeks Worked by Individual Participating Class Member ÷ Total Workweeks Worked by All Participating Class Members × Net Settlement Amount.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment is approximately \$_____. If you believe the information provided above is incorrect, please write to the Settlement Administrator and explain why you disagree with the number of Workweeks stated above. You must attach all supporting documentation (such as check stubs, W2s, or letters from HR). All disputes should be postmarked or faxed on or before **[insert date of Response Deadline]** to:

Settlement Administrator
c/o _____

Fax No. _____

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 30% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 70% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. **In addition, you will be bound by the terms of the Settlement Agreement and will have given up your right to pursue Released Claims, which include: All claims, demands, rights, liabilities, and causes of action ~~that were or could have been pleaded under local, state or federal law~~ arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act that were or could have been pleaded in the operative complaint against The Gap, Inc. through [date of Preliminary Approval], including but not limited to claims related to unpaid wages and overtime compensation, meal and rest break violations, untimely final paychecks, inaccurate itemized wage statements, failure to maintain payroll records, unreimbursed business expenses, and unfair and unlawful business practices, and for civil penalties under the Private Attorney General Act related to the claims above (“Released Claims”). Specifically excluded from the Released Claims are any claims, rights, demands, or benefits which cannot be released as a matter of law.**

Settlement checks will remain valid for 120 calendar days after they are issued. After 120 days, the uncashed checks will be sent to the State Controller’s Office, Unclaimed Property Division in the name of the Class Member.

Option 2 – Opt Out of the Settlement by [insert Date of Response Deadline]

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that desire to be excluded from the settlement. The written request for exclusion must include the case name and case number (“*Cameron Young v. The Gap, Inc.*, No. CGC-18-568507”), your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail or fax the request for exclusion by First Class U.S. Mail or equivalent, to the address/fax number below.

Settlement Administrator

c/o _____

Fax No. _____

The written request to be excluded must be postmarked or faxed not later than **[insert Date of Response Deadline]**. If you submit a request for exclusion which is not postmarked or faxed by **[insert Date of Response Deadline]**, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have given up your right to pursue the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – Object to the Settlement by [insert Date of Response Deadline]

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

intend to appear at the Fairness Hearing. The objection must be mailed or faxed to the Settlement Administrator at [administrator's address/fax number].

All objections must be postmarked or faxed to the Settlement Administrator by not later than _____ 2020. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described under Option 2 above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only. If you both opt-out of and object to the settlement, your objection will be deemed invalid and you will be excluded from participating in the settlement under Option 2.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have given up your right to pursue the Released Claims.

Option 4 – Dispute Your Number of Qualifying Workweeks by [DATE]

If you believe that your number of workweeks listed above is incorrect, you may contact the Settlement Administrator at _____ to dispute your workweek calculation. Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your workweek calculation is inaccurate. The Settlement Administrator will decide the dispute.

If you choose **Option 4**, you will still be entitled to money from the settlement under Option 1 and you will be deemed to have given up your right to pursue the Released Claims.

Address Changes

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator. To update your mailing address, please contact the Settlement Administrator at [phone number].

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the settlement agreement, the Motion for Preliminary Approval of Class Action Settlement, the Order Granting Preliminary Approval of the Class Action Settlement, and other papers filed in the case at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com). Documents related to this lawsuit and Settlement can also be found by searching the San Francisco County Superior Court's website, <https://www.sfsuperiorcourt.org/online-services>, free of charge. To do so, you must enter the case number, CGC-17-562773, into the case query feature and click on the view button to review documents.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone:

Questions? Contact the Settlement Administrator toll free at 1-***-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

Cameron Young v. The Gap, Inc., No. CGC-18-568507
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SAN FRANCISCO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former non-exempt employees who worked for The Gap, Inc. (“Defendant”) in its Fresno, California Distribution Center at any time from July 30, 2014 to [the date of Preliminary Approval].

On _____, the Honorable Andrew Y.S. Cheng of the San Francisco County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant’s records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below under Option Two, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _ :00 _m. on _____, 2020 in Department 613 of the San Francisco County Superior Court located at 400 McAllister Street, San Francisco, California 94102. You are not required to attend the Hearing, but you are welcome to do so.

Summary of the Litigation

Plaintiff Cameron Young, on his behalf and on behalf of other current and former non-exempt employees, alleges that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) provide employees with accurate, itemized wage statements; and (5) reimburse for necessary business expenses.

After the exchange of relevant information and evidence, the parties were able to negotiate a complete settlement of Plaintiff’s claims.

Counsel for Plaintiff, and the attorneys appointed by the Court to represent the class for settlement purposes only, Capstone Law APC (“Class Counsel”), have investigated and researched the facts and circumstances underlying the issues raised in the case and the law applicable. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on this, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiff’s claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Defendant has agreed to settle the case as part of a compromise with Plaintiff.

Summary of The Proposed Settlement Terms

Plaintiff and Defendant have agreed to settle the underlying class claims in exchange for a Class Settlement Amount of \$2,250,000. No portion of the Class Settlement Amount will revert to Defendant. The Class Settlement Amount includes: (1) individual settlement payments to Class Members who do not opt out under Option Two (“Participating Class Members”); (2) \$10,000 to Cameron Young for his services on behalf of the class (“Class Representative Enhancement Payment”); (3) \$750,000 in attorneys’ fees and up to \$35,000 in litigation costs and expenses; (4) a \$100,000 settlement of Plaintiff’s claim under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), of which \$75,000 will be paid to the California Labor and Workforce Development Agency (“LWDA”) pursuant to state law, and \$25,000 will be paid to Participating Class Members; and (5) reasonable Settlement Administrator’s fees and expenses to CPT Group, Inc.

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

(the “Settlement Administrator”), currently estimated to be \$25,000. After deducting the Court-approved Class Representative Enhancement Payment, attorneys’ fees and costs, the payment to the LWDA, and the Settlement Administrator’s fees and expenses, a total of approximately \$1,355,000 will be allocated to Class Members who do not opt out of the settlement (“Net Settlement Amount”).

Each Class Member’s settlement payment will be based on the number of Workweeks (calculated by taking the number of days each Class Member was employed by Defendant from July 30, 2014 to [the date of Preliminary Approval] (“Class Period”), subtracting days on leave of absence (if any), dividing by 7, and rounding up to the nearest whole number) each Class Member worked in a non-exempt position in the Fresno, California Distribution Center during the Class Period. The formula for calculating settlement payments is as follows:

- (a) Defendant will calculate the total aggregate number of Workweeks that all Class Members worked during the applicable Class Period (“Total Workweeks”).
- (b) The value of each individual Workweek shall then be determined by dividing the proceeds of the Net Settlement Amount by the Total Workweeks amount, resulting in the “Workweek Value”.
- (c) An “Individual Settlement Payment” amount for each Class Member will then be determined by multiplying the individual Class Member’s number of Workweeks by the Workweek Value.
- (d) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion.
- (e) If there are any timely and valid requests for Exclusion, the Settlement Administrator will re-allocate the Net Settlement Amount to each individual Participating Class Members to ensure that 100% of the Net Settlement Amount is paid to the Settlement Class. The Settlement Administrator will use the following formula: Individual Participating Class Member’s Share of Net Settlement Amount = Total Workweeks Worked by Individual Participating Class Member ÷ Total Workweeks Worked by All Participating Class Members × Net Settlement Amount.

According to Defendant’s records, you worked during the Class Period in a non-exempt position for a total of _____ Workweeks. Accordingly, your estimated payment is approximately \$_____. If you believe the information provided above is incorrect, please write to the Settlement Administrator and explain why you disagree with the number of Workweeks stated above. You must attach all supporting documentation (such as check stubs, W2s, or letters from HR). All disputes should be postmarked or faxed on or before **[insert date of Response Deadline]** to:

Settlement Administrator
c/o _____

Fax No. _____

If you dispute the information stated above, Defendant’s records will control unless you are able to provide documentation that establishes otherwise.

IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 30% of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued, and 70% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Questions? Contact the Settlement Administrator toll free at 1-*-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)**

Your Options Under the Settlement

Option 1 – *Automatically Receive a Payment from the Settlement*

If you want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. **In addition, you will be bound by the terms of the Settlement Agreement and will have given up your right to pursue Released Claims, which include: All claims, demands, rights, liabilities, and causes of action arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act that were or could have been pleaded in the operative complaint against The Gap, Inc. through [date of Preliminary Approval], including but not limited to claims related to unpaid wages and overtime compensation, meal and rest break violations, untimely final paychecks, inaccurate itemized wage statements, failure to maintain payroll records, unreimbursed business expenses, and unfair and unlawful business practices, and for civil penalties under the Private Attorney General Act related to the claims above (“Released Claims”). Specifically excluded from the Released Claims are any claims, rights, demands, or benefits which cannot be released as a matter of law.**

Settlement checks will remain valid for 120 calendar days after they are issued. After 120 days, the uncashed checks will be sent to the State Controller’s Office, Unclaimed Property Division in the name of the Class Member.

Option 2 – *Opt Out of the Settlement by [insert Date of Response Deadline]*

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that desire to be excluded from the settlement. The written request for exclusion must include the case name and case number (“*Cameron Young v. The Gap, Inc.*, No. CGC-18-568507”), your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail or fax the request for exclusion by First Class U.S. Mail or equivalent, to the address/fax number below.

Settlement Administrator

c/o _____

Fax No. _____

The written request to be excluded must be postmarked or faxed not later than **[insert Date of Response Deadline]**. If you submit a request for exclusion which is not postmarked or faxed by **[insert Date of Response Deadline]**, your request for exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will (1) be barred from participating in the settlement, but you will not be deemed to have given up your right to pursue the Released Claims, (2) be barred from filing an objection to the settlement, and (3) not receive a payment from the settlement.

Option 3 – *Object to the Settlement by [insert Date of Response Deadline]*

If you decide to object to the settlement because you find it unfair or unreasonable, you must submit an objection stating why you object to the settlement. Your objection must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you

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intend to appear at the Fairness Hearing. The objection must be mailed or faxed to the Settlement Administrator at [administrator's address/fax number].

All objections must be postmarked or faxed to the Settlement Administrator by not later than _____ 2020. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described under Option 2 above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only. If you both opt-out of and object to the settlement, your objection will be deemed invalid and you will be excluded from participating in the settlement under Option 2.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of San Francisco and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have given up your right to pursue the Released Claims.

Option 4 – Dispute Your Number of Qualifying Workweeks by [DATE]

If you believe that your number of workweeks listed above is incorrect, you may contact the Settlement Administrator at _____ to dispute your workweek calculation. Defendant's records will be presumed correct, but you may provide evidence to the Settlement Administrator showing that your workweek calculation is inaccurate. The Settlement Administrator will decide the dispute.

If you choose **Option 4**, you will still be entitled to money from the settlement under Option 1 and you will be deemed to have given up your right to pursue the Released Claims.

Address Changes

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator. To update your mailing address, please contact the Settlement Administrator at [phone number].

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the settlement agreement, the Motion for Preliminary Approval of Class Action Settlement, the Order Granting Preliminary Approval of the Class Action Settlement, and other papers filed in the case at [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com). Documents related to this lawsuit and Settlement can also be found by searching the San Francisco County Superior Court's website, <https://www.sfsuperiorcourt.org/online-services>, free of charge. To do so, you must enter the case number, CGC-17-562773, into the case query feature and click on the view button to review documents.

All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone:

Questions? Contact the Settlement Administrator toll free at 1-***-***-**** or visit [www.\[settlementwebsite\].com](http://www.[settlementwebsite].com)

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.