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Members, and Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

SARAH BEST, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

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

Defendants.

Case No. BC717340

*[Assigned for all purposes to the Hon.
Daniel J. Buckley, Dept. SSC-1]*

[PROPOSED] FINAL JUDGMENT

Date: November 7, 2019
Time: 10:30 a.m.
Dept.: SSC-1

RECEIVED
LOS ANGELES SUPERIOR COURT

OCT 15 2019

S. DREW

[PROPOSED] FINAL JUDGMENT

**CONFORMED COPY
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Superior Court of California
County of Los Angeles**

NOV 07 2019

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

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JUDGMENT

This matter came on regularly for hearing before this Court on November 7, 2019 at 10:30 a.m., pursuant to California Rule of Court 3.769 and this Court’s June 13, 2019 Order granting preliminary approval (“Preliminary Approval Order”). Having considered the parties’ Stipulation of Settlement and Release (“Settlement”) and the documents and evidence presented in support thereof, and the submissions of counsel, the Court hereby ORDERS as follows:

1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval of Class Action Settlement (“Final Approval Order”). The Settlement Class includes the following three groups of employees:

- a. All current and former non-exempt employees who worked at a Gap, Athleta, or Intermix store within the State of California from August 20, 2014 through June 13, 2019.
- b. All current and former non-exempt employees who worked at an Old Navy store within the State of California from September 1, 2015 through June 13, 2019.
- c. All current and former non-exempt employees who worked at a Banana Republic store within the State of California from November 20, 2015 through June 13, 2019.

2. Thirty-eight (38) Settlement Class members opted out of the Settlement and are therefore not included in the Settlement Class, will not receive an Individual Settlement Payment, and will not be bound by the releases in the Settlement. Those individuals are:

- | | | |
|-----------------------------------|--------------------------------|------------------------------|
| 1. Alvarado, Adriana | 14. Ezra, Noy | 27. Phon, Kaythari |
| 2. Barrientos, Arisdelsi Veronica | 15. Graham, Samantha Jane | 28. Ross, Brandi |
| 3. Beck, Ian | 16. Khodavirdian, Janet | 29. Saez, Fleurine |
| 4. Billena, Mary Lucy | 17. Krolack, Haley Carolyn | 30. Smith, Bettina |
| 5. Birla, Shikha | 18. Lau, Kenneth | 31. Smithwick, Kaeley Nicole |
| 6. Boone, Philip Russell | 19. Loya, Marisa Olivia | 32. Sobel, Lawrence Z |
| 7. Buccellato, Jennifer K | 20. Miller, Susan L | 33. Thompson, Patricia J |
| 8. Bui, Magdalena T | 21. Morse, Elisa | 34. Vallecillo, Mammie M |
| 9. Cardenas, Vianny | 22. Nacauili, Nicole Ann Nunal | 35. Villalta-Flores, Krystal |
| 10. Castillo, Jessica Mari | 23. Navarro, Randy Daniel | 36. Wenclewicz, Nicole M |
| 11. Cervantes, John Joseph | 24. Neiman, Matthew | 37. Wong, Carly Nicole |
| 12. Chen, Aida | 25. Ortega, Noel | 38. Wonosaputra, Nicholas |
| 13. Delgado, Leonardo | 26. Pfister, Beatrice A | |

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1 3. Upon satisfaction of all obligations under the Settlement and the Final Approval
2 Order, and by virtue of this Judgment, Plaintiffs and every member of the Settlement Class
3 (except those who opted out) will fully release and discharge Defendant The Gap, Inc. (“TGI”),
4 its past or present officers, directors, shareholders, employees, agents, principals, heirs,
5 representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective
6 successors and predecessors in interest, subsidiaries, including Banana Republic, LLC, Old
7 Navy, LLC, Athleta, LLC and Intermix Holdco, Inc., affiliates, parents and attorneys (“Released
8 Parties”) from any and all claims, demands, rights, liabilities and causes of action that were or
9 could have been pleaded (whether in tort, contract or otherwise) under local, state or federal law
10 arising out of, relating to, or based on any facts, transactions, events, policies, occurrences, acts,
11 disclosures, statements, omissions, or failures to act pleaded in the operative complaint against
12 The Gap, Inc. through the date of preliminary approval, including but not limited to claims related
13 to unpaid wages and overtime, meal and rest break violations, untimely final paychecks,
14 inaccurate itemized wage statements, unreimbursed business expenses, unfair business practices,
15 and for penalties under PAGA (“Class Released Claims”). For all current and former non-exempt
16 employees who worked at a Gap, Athleta or Intermix store within the State of California, this
17 release shall run from August 20, 2014 through June 13, 2019. For all current and former
18 nonexempt employees who worked at an Old Navy store within the State of California, the
19 release shall run from September 1, 2015 through June 13, 2019. For all current and former non-
20 exempt employees who worked at a Banana Republic store within the state of California, the
21 release shall run from November 20, 2015 through June 13, 2019.

22 4. The Court finds that, pursuant to the Settlement, and in consideration of their
23 service awards, Plaintiffs (except as stated below for Plaintiff Best), upon satisfaction of all
24 obligations under the Settlement and the Final Approval Order, shall, by virtue of this Judgment,
25 in addition to the Class Released Claims described above, release the Released Parties from all
26 claims, demands, rights, liabilities, and causes of action, including without limitation known or
27 unknown claims, whether for economic damages, non-economic damages, punitive damages,
28 restitution, tort, contract, penalties, injunctive or declaratory relief, attorneys’ fees, costs, or other

1 monies or remedies. This release by Plaintiffs includes all federal, state and local statutory claims,
2 and federal and state common law claims (including but not limited to those for contract, tort,
3 and equity), including, without limitation, the Americans with Disabilities Act, Age
4 Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42
5 U.S.C. § 1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security
6 Income Act of 1974, the California Constitution, the California Fair Employment and Housing
7 Act, the California Unfair Competition Act (California Business and Professions Code section
8 17200 *et seq.*), and the California Labor Code. As to Plaintiff Best, this general release
9 specifically excludes and does not release the claims alleged by Plaintiff Best in her individual
10 action, titled *Best v. The Gap, Inc. et. al*, Los Angeles County Superior Court, Case No.
11 18STCV08106. Plaintiffs acknowledge the language of Section 1542 of the California Civil
12 Code, which provides: “A general release does not extend to claims which the creditor or
13 releasing party does not know or suspect to exist in his or her favor at the time of executing the
14 release and that, if known by him or her, would have materially affected his or her settlement
15 with the debtor or released party.” Plaintiffs expressly waive the protection of Section 1542.
16 Plaintiffs understand and agree that claims or facts in addition to or different from those which
17 are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs’ intention
18 to settle fully and release all of the claims they now have against the Released Parties, whether
19 known or unknown, suspected or unsuspected. The Class Representative Enhancement Payments
20 shall be paid to Plaintiffs specifically in exchange for the general release of the Released Parties
21 from all claims, including those specified in this paragraph and a covenant not to sue the Released
22 Parties. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims
23 for workers compensation benefits, claims for unemployment benefits, or other claims that may
24 not be released by law.

25 5. This document shall constitute a final judgment pursuant to California Rule of
26 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
27 approval hearing, the court must make and enter judgment. The judgment must include a
28 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the

1 judgment. The court may not enter an order dismissing the action at the same time as, or after,
2 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
3 Approval Order, and this Judgment.

4 **IT IS SO ORDERED.**

5 Dated: Nov 7, 2019
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Daniel J. Buckley
7 Honorable Daniel J. Buckley
8 Judge of the Superior Court
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