



**FILED**  
San Francisco County Superior Court

JUN 23 2020

CLERK OF THE COURT

BY: [Signature]  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

BRITTANI SIMPKINS, individually and on  
behalf of all similarly situated and/or aggrieved  
employees of Defendants in the State of  
California,

Plaintiff,

v.

GPS CONSUMER DIRECT, INC.; GPS  
SERVICES, INC.; THE GAP, INC.; GAP  
SERVICES, INC.; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. CGC-18-570781

ORDER GRANTING PLAINTIFF'S  
MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION AND PAGA  
SETTLEMENT

Plaintiff Brittani Simpkins ("Plaintiff") and Defendant GPS Consumer Direct, Inc. ("Defendant") have entered into the proposed Stipulation of Settlement and Release, including the Amendments to Stipulation of Settlement and Release (filed Mar. 17, 2020) and the Further Amendments to Stipulation of Settlement and Release (filed June 16, 2020) (collectively the "Settlement Agreement"), which, if approved, would resolve the putative class action and PAGA action. Plaintiff has filed a Motion for Preliminary Approval of Class Action and PAGA Settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the parties as requested by the Court, including the Settlement Agreement and all exhibits thereto, the Court determines and Orders as follows:

1. The Court has jurisdiction over this matter, and venue is proper.

2. This Action is provisionally certified as a class action, for settlement purposes only, pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The Settlement Class is defined as follows:

“All current and former non-exempt employees who worked for GPS Consumer Direct, Inc. in the state of California as Customer Service Representatives or similar job title at any time from October 22, 2014 through the date of Preliminary Approval (the ‘Class Period’).”

Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the Parties in the event the settlement is not finally approved by this Court or otherwise does not take effect.

3. The Court conditionally approves the proposed settlement as within the range of possible final approval.

4. The Court conditionally appoints Graham S.P. Hollis, Vilmarie Cordero, and Monique R. Rodriguez as Class Counsel.

5. The Court preliminarily appoints Plaintiff Brittani Simpkins as Class Representative for the Settlement Class.

6. The Court preliminarily finds, for purposes of this Settlement only, that the Class Representative and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members.

7. The Court approves and appoints CPT Group to serve as the Settlement Administrator and directs CPT Group to carry out all duties and responsibilities of the Settlement Administrator specified in the Settlement.

8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of class notice set forth in the Settlement Agreement. The Court approves the form and content of the notice form substantially in the form proposed by counsel as follows: the Notice of Proposed Class Action Settlement (“Notice”), attached as Exhibit 1. The Court finds that the Notice

1 constitutes the best notice practicable under the circumstances and is valid, due and sufficient  
2 notice to the Settlement Class of the pendency of the action, preliminary certification of the  
3 Settlement Class, the terms of the Settlement, procedures for objecting to the settlement, and time  
4 and place of the Final Approval Hearing. The proposed manner of class notice satisfies the  
5 requirements of due process, and complies with applicable law, including California Code of Civil  
6 Procedure Section 382 and California Rule of Court 3.769. Class Counsel shall proofread the  
7 Notice for typos and fill in all blanks, including all highlighted dates, addresses and websites prior  
8 to the mailing of the Notice.

9       9. No later than **July 23, 2020 (30 calendar days after entry of this order)**,  
10 Defendant shall provide the Settlement Administrator with the names, last known addresses, last  
11 known telephone numbers, social security numbers, and the number of Non-Shift Differential Pay  
12 Periods, Shift Differential Pay Periods and PAGA Pay Periods during the relevant time periods, as  
13 reflected by Defendant's corporate and business records, exclusive of leaves of absence (in  
14 electronic format) (the "Class Data").

15       10. No later than **August 6, 2020 (14 calendar days from the receipt of the Class**  
16 **Data)**, the Settlement Administrator shall activate the Settlement Website dedicated to the  
17 Settlement.

18       11. No later than **August 6, 2020 (14 calendar days from the receipt of the Class**  
19 **Data)**, the Settlement Administrator shall: (i) run the names of all Settlement Class Members  
20 through the National Change of Address ("NCOA") database to determine any updated addresses  
21 and also perform an Accurant (or substantially similar) in-depth skip trace to obtain the best  
22 possible address for Class Members prior to the mailing; (ii) update the addresses of any  
23 Settlement Class Member for whom an updated address was found through the NCOA search or  
24 the Accruing skip trace; and (iii) mail a "Notice Packet" to each Settlement Class Member at his  
25 or her last known address or at the updated address found through the NCOA search and/or skip  
26 trace, and retain proof of mailing. Each Notice Packet mailed to Settlement Class Members shall  
27 contain a Notice of Settlement Award, which shall disclose the amount of the Settlement Class  
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1 Member's estimated Individual Settlement Payment, the number of Pay Periods and Shift  
2 Differential Pay Periods worked during the relevant Class Period, and the number of Pay Periods  
3 worked during the PAGA Period. At least ten (10) days prior to the final approval hearing, the  
4 Settlement Administrator shall provide a declaration of due diligence and proof of mailing with  
5 regard to the mailing of the Notice Packet.

6 12. Any Notice Packets returned to the Settlement Administrator as undelivered on or  
7 before the Response Deadline, **October 6, 2020 (sixty calendar days from the mailing of the**  
8 **Notice)**, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is  
9 provided, the Settlement Administrator shall make reasonable efforts, including utilizing an  
10 Experian (or substantially similar) in-depth skip trace or mass search on Lexis Nexis databases  
11 based on set criteria to obtain an updated mailing address and if an updated mailing address is  
12 identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class  
13 Member promptly, within five (5) business days of receiving the returned Notice Packet.  
14 Settlement Class Members to whom Notice Packets are re-sent after having been returned as  
15 undeliverable to the Settlement Administrator shall have until the Response Deadline to mail a  
16 Request for Exclusion, object, or dispute.

17 13. Prior to **October 6, 2020 (sixty calendar days from the mailing of the Notice)**,  
18 Settlement Class Member may dispute the Pay Periods, Shift Differential Pay Periods and/or  
19 PAGA Pay Periods shown in his or her Notice by producing evidence to the Settlement  
20 Administrator establishing the dates he or she contends to have worked during the Class Period.

21 14. Any Settlement Class Member who wishes to opt out of the Settlement must  
22 complete and mail a Request for Exclusion to the Settlement Administrator. The Request for  
23 Exclusion must include the following information in order to be valid: (1) the Class Member's  
24 name; (2) clearly state that the Class Member wants to opt out of the Settlement; (3) be signed by  
25 the Class Member; and (4) be postmarked by **October 6, 2020**. If a Class Member submits a  
26 Request for Exclusion that does not comply with requirements (1)-(3) the Settlement  
27 Administrator shall notify the Class Member of the deficiency within five (5) days of receipt. Any  
28

1 Class Member who submits a deficient Request for Exclusion shall have until **October 6, 2020** or  
2 ten (10) days after the cure notice is sent, whichever is later, to cure any deficiencies, at which  
3 point the Class Member's Request for Exclusion will be rejected if not cured. If the Request for  
4 Exclusion is not cured by the deadline, it will not be deemed a valid request for exclusion. Any  
5 person who validly requests to be excluded from the Settlement will no longer be a member of the  
6 Settlement Class, will not be entitled to any recovery under this Settlement Agreement, and will  
7 not be bound by the terms of the Settlement or have any right to object, appeal, or comment  
8 thereon. Settlement Class Members who fail to submit a valid and timely Request for Exclusion  
9 shall be bound by all terms of the Settlement Agreement and any judgment entered in the Lawsuit  
10 in the Settlement is approved by the Court.

11 15. Settlement Class Members who do not opt out may object to this Settlement  
12 Agreement as explained in the Class Notice by submitting a written objection to the Settlement  
13 Administrator. An objection must: (1) clearly identify the case name and number (*Brittani*  
14 *Simpkins v. GPS Consumer Direct Inc.*, Case No. CGC-18-570781); (2) state the grounds for the  
15 objection; (3) include the Class Member's name, address and phone number or the name, address  
16 and phone number of the Class Member's attorney; (4) be signed by the Class Member or the  
17 Class Member's attorney; (5) be mailed to the Settlement Administrator; and (6) be postmarked no  
18 later than **October 6, 2020** in order to be valid. If a Class Member submits an Objection that does  
19 not comply with requirements (1)-(4), the Settlement Administrator will notify the Class Member  
20 of the deficiency within five (5) days of receipt. Any Class Member who submits a deficient  
21 Objection shall have until **October 6, 2020** or ten (10) days after the cure notice is sent, whichever  
22 is later, to cure any deficiencies. Any Settlement Class Member who does not opt out of the  
23 Settlement may appear in person or through their own counsel to raise an objection at the Final  
24 Approval Hearing. If a Class Member submits both a Request for Exclusion and Objection, the  
25 Request for Exclusion will be deemed valid and the Objection will be deemed invalid.

26 16. Within twenty-one (21) calendar days after the Notice of Entry of Order Granting  
27 Final Approval is served, or, solely in the event that there are any objections to the Settlement (the  
28

1 filing of an objection being a prerequisite to the filing of an appeal), the later of (a) the last date on  
2 which any appeal might be filed, or (b) the date of successful resolution of any appeal(s) –  
3 including expiration of any time to seek reconsideration or further review, the Maximum  
4 Settlement Amount shall be deposited with the Settlement Administrator.

5 17. Within fourteen (14) calendar days following the deposit of the Maximum  
6 Settlement Amount with the Settlement Administrator, the Settlement Administrator shall  
7 calculate each Settlement Class Member's Individual Settlement Payment and will prepare and  
8 mail Individual Settlement Payments to Settlement Class Members.

9 18. No later than **October 16, 2020**, the Settlement Administrator must file a  
10 declaration of due diligence and serve copies of the declaration to Settlement Class Counsel,  
11 Defense Counsel, and the Court outlining work performed to date, including: (1) mailing Notices;  
12 (2) attempts to locate Settlement Class Members, if applicable; (3) inability to deliver Notice(s) to  
13 Settlement Class Members, if applicable; (4) a list of Settlement Class Members who have opted  
14 out or objected; and (5) the date-stamped originals of any requests for exclusion and objections  
15 that it receives.

16 19. Class Counsel shall file their (1) fee application and request for service award for  
17 the Class Representative and; (2) motion for final approval of the Class Action Settlement and  
18 entry of a Final Approval Order and Judgment no later than **October 21, 2020**.

19 20. The Final Approval Hearing shall be held on November 18, 2020, at 9:00 a.m. in  
20 Department 613, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102,  
21 at which the Court will determine whether the settlement should be finally approved as fair,  
22 reasonable and adequate to the Settlement Class Members; whether the Final Approval Order and  
23 Judgment should be entered; whether Class Counsel's Application for Attorneys' Fees and Costs  
24 should be approved; and whether any request for a service award for the Class representative  
25 should be approved.

1           21.     The Court reserves the right to modify the date of the Final Approval Hearing and  
2 related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or  
3 continued by Order of the Court without further notice to the Class Members.

4           22.     In the event the Court does not enter the order for Final Approval, nothing in the  
5 Settlement Agreement or any draft thereof shall have any effect, nor shall any such matter be  
6 admissible in evidence for any purpose in the litigation or in any other proceeding of forum, and  
7 the Parties shall revert to their respective positions as of before entering into the Settlement  
8 Agreement.

9           23.     Pending the final determination of whether the settlement should be approved, all  
10 proceedings in this Action, except as may be necessary to implement the settlement or comply  
11 with the terms of the settlement, are hereby stayed.

12  
13           IT IS SO ORDERED.

14  
15           Dated: June 23, 2020



ANDREW Y.S. CHENG  
Judge of the Superior Court

# **EXHIBIT 1**

# **EXHIBIT 1**



**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Brittani Simpkins, et al. v. GPS Consumer Direct, Inc., et al. (Case No.: CGC-18-570781)*  
Superior Court of the State of California, County of San Francisco

Indicate Name/Address Changes, if any:

<<Name>>

«Address>>

<<City>>, <<State>> <<Zip Code>>

<<Administrator ID #>>

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**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT RELATED TO  
YOUR EMPLOYMENT WITH GPS CONSUMER DIRECT, INC. (“GPS”).**

*A California court authorized this notice. This is not a solicitation from a lawyer.*

YOU ARE HEREBY NOTIFIED that a proposed settlement (“the Settlement”) of the above class action (“the Action”) filed in San Francisco County Superior Court has been reached by the Parties and has been granted Preliminary Approval by the Court supervising the Action. The purpose of this Class Notice is to inform you of the Settlement of this class action and your legal rights.

- The Settlement generally resolves claims regarding the following alleged wage and hour issues related to your employment with GPS: failure to provide meal and rest breaks; unpaid wages, including minimum and overtime wages; wage statement violations; separation pay violations; sick leave violations; unfair business practices; and penalties pursuant to California’s Private Attorneys General Act (“PAGA”). **Please see Section C below for further information regarding the claims you are releasing by participating in this Settlement.**
- The Settlement avoids costs and risks to you from continuing the lawsuit; pays money to you; and releases GPS from liability for these employment related claims.
- The two sides disagree on whether GPS is liable for the allegations raised in the Action.
- **Your legal rights may be affected. Read this notice carefully.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Get a Payment</b>	If you are a Settlement Class Member, you will automatically receive a payment <i>unless</i> you exclude yourself from the Settlement. By getting a payment you will also be bound by the terms of the Settlement. (See Pages 2-4 for more information.)  After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator.
<b>Exclude Yourself</b>	Get no payment. Send a letter to the Settlement Administrator by [date] as provided on Page 5. This is the only option that allows you to bring your own claim against GPS about the legal claims in the Action.
<b>Object</b>	Send a letter to the Settlement Administrator by [date] as provided on Page 5 to raise any legal concerns you have about the Settlement.
<b>Dispute the Number of Qualifying Pay Periods</b>	If you believe that your number of qualifying Pay Periods is incorrect, you must notify the Settlement Administrator of your belief and provide any supporting documentation by [date]. The Settlement Administrator will resolve any disputes regarding the number of qualifying Pay Periods. (See Page 5 for more information.)
<b>Change Contact and Address Information</b>	To update your contact and address information, please contact the Settlement Administrator at [Address], [Phone Number].

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## **WHY DID YOU RECEIVE THIS NOTICE?**

This notice explains a proposed settlement of a lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you were employed by GPS as a Customer Service Representative or similar job title at any time from October 22, 2014 through [the date of Preliminary Approval].

## **WHAT IS THIS ACTION ABOUT?**

Plaintiff Brittani Simpkins filed a class action lawsuit in San Francisco Superior Court on behalf of a proposed class. The Action alleges that GPS: (i) failed to provide meal and rest breaks; (ii) failed to pay overtime compensation; (iii) failed to pay minimum wages; and (iv) failed to provide sick leave. Plaintiff further alleged that these practices resulted in the employees receiving inaccurate wage statements, and the underpayment of wages to employees upon termination and/or resignation. The Action seeks recovery of wages, restitution, statutory and civil penalties, interest, attorneys' fees and costs.

GPS denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for any purpose other than that of settlement, the Action is appropriate for class treatment. GPS contends, among other things, that it complied at all times with the California Labor Code, the California Business and Professions Code, and all other applicable laws. The Court has made no ruling and will make no ruling on the merits of the Action and its allegations and claims.

## **WHAT DOES THE SETTLEMENT PROVIDE?**

### **A. Who is in the Class?**

The Settlement Class consists of all current and former non-exempt employees who worked for GPS Consumer Direct, Inc. in the State of California as Customer Service Representatives or similar job title at any time from October 22, 2014 through [the date of Preliminary Approval] who have not excluded themselves from the Settlement in accordance with the requirements set forth in this notice.

### **B. What Can I Get from The Settlement?**

GPS will pay a total of One Million, Six Hundred Thousand Dollars and Zero Cents (\$1,600,000.00) (the "Maximum Settlement Amount" or "MSA") to settle the Action.

The following amounts will be paid from the MSA: all settlement payments to the Settlement Class, attorneys' fees (not to exceed 33.33% of the MSA or \$533,333.33), litigation expenses not to exceed \$18,000, administrative costs estimated not to exceed \$29,000, 75% of the PAGA payment in the amount of \$30,000 to be paid to the California Labor & Workforce Development Agency, and an enhancement payment to the Named Plaintiff in the amount of \$7,500. After all these deductions, the amount left is called the "Net Settlement Amount."

## **Your Individual Payment Amount**

The amount of the individual payments to Settlement Class Members will be calculated using your total number of qualifying Pay Periods based on the following formula:

- The sum of \$10,000, representing the employees' share of the PAGA payment, shall be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Member's total PAGA Pay Periods (between August 18, 2017 and [date of preliminary approval]) and the denominator of which is the PAGA Pay Periods worked by all participating Settlement Class Members.
- After calculating the PAGA amount, the remainder of the Net Settlement Amount will be distributed based on the proportionate number of Pay Periods worked during the relevant Class Periods, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's total Pay Periods worked during the relevant Class Period, and the denominator of which is the total number of Pay Periods worked by all participating Settlement Class Members during the relevant Class Period.
- For purposes of calculating the individual payment, a Settlement Class Member's Shift Differential Pay Periods (e.g. a pay period that includes both a lead or second shift differential and overtime payment) will be multiplied by 2.

It is estimated that the average settlement payment will be \$ [redacted]. GPS records reflect that you have [redacted] Shift Differential Pay Periods and [redacted] Non-Shift Differential Pay Periods for a total of [redacted] qualifying Pay periods. Currently, it is estimated that based on your number of qualifying Pay Periods you will receive \$ [redacted]. This number may change based on how much the court awards in attorneys' fees, litigation expenses, the enhancement payment to the Named Plaintiff, and the number of individuals who ask to be excluded from the settlement.

If you believe that the number of qualifying Pay Periods is incorrect, you must notify the Settlement Administrator and provide any supporting documentation by [Date] to the Settlement Administrator at [Address]. See page 5 for more information.

## **Tax Matters**

The Settlement Administrator will distribute IRS Forms W-2 and 1099 (and the equivalent California forms) to Settlement Class Members reflecting the payments each Settlement Class Member receives under the Settlement. For tax purposes, payments will be allocated as follows: 40% as wages pursuant to an IRS Form W-2 subject to the usual and customary deductions; and 60% as interest, penalties and other non-wage damages pursuant to an IRS Form 1099. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payment they receive under the Settlement. Any and all Employer Taxes that GPS normally would be responsible for paying will be paid by GPS outside of the MSA.

### **C. What Are You Giving Up in Exchange for a Settlement Payment?**

If the Court enters an order granting final approval, all Settlement Class Members who do not request to be excluded from the Settlement Class will have agreed to release GPS Consumer Direct, Inc. and its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its respective successors

and predecessors in interest, subsidiaries, affiliates, parents and attorneys, from any and all legal claims and rights that were asserted or could have been asserted by Plaintiff based on the facts alleged in the Action against GPS Consumer Direct, Inc. for the period of October 22, 2014 through [the date of Preliminary Approval]. This means that you will no longer have a right to pursue these claims against GPS and the Released Parties during this time period.

The complete text of the release of claims can be found in paragraph 2 of the Stipulation of Settlement and Release.

### **THE FINAL APPROVAL HEARING**

The Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, reasonable and adequate. The Court will conduct a final approval hearing regarding the Settlement (the "Final Approval Hearing") on \_\_\_\_\_, 2020, at \_\_\_\_\_ am/pm, in Department 613 of the San Francisco Superior Court located at 400 McAllister Street, San Francisco, California 94102. The location, date and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel to confirm the address and time of hearing. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself. If you decide to hire an attorney to represent you, you will be solely responsible for paying any attorneys' fees and/or costs associated with that representation. The Court's final judgment will be posted on the Settlement Administrator's website (\_\_\_\_\_).

This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing fully and finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class.

### **WHAT ARE YOUR OPTIONS?**

- **OPTION 1 – GET A PAYMENT**

**IF YOU ARE A SETTLEMENT CLASS MEMBER AND WISH TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU DO NOT HAVE TO DO ANYTHING. YOU WILL AUTOMATICALLY RECEIVE A SETTLEMENT PAYMENT.**

**YOU WILL NOT BE RETALIATED AGAINST FOR PARTICIPATING IN THE SETTLEMENT.**

You are not required to go to court or pay anything to the lawyers in this case. The estimated amount of your Settlement Payment is set forth in this Notice. If you believe that the number of qualifying Pay Periods stated is incorrect, you may dispute the number of qualifying Pay Periods by submitting a letter and supporting documentation to the Settlement Administrator at [Address]. The letter must: (1) include a statement setting forth the number of Eligible Pay Periods that you believe is correct; (2) include any evidence you may have; and (3) state that you authorize the Settlement Administrator to review your employment records to determine such information if needed. To be considered, the letter must be sent by U.S. mail to the Settlement Administrator and must be postmarked no later than \_\_\_\_\_, 2020 or 60 days after mailing of this Notice to you. This deadline will be strictly enforced. If you believe that the number of qualifying Pay Periods stated is correct, you do not have to do anything.

If you select this option and receive a Settlement Payment, you will be bound by the terms of the Settlement Agreement and you will no longer have a right to pursue these claims against GPS and the Released Parties, as described above.

All Settlement Payment checks will be sent via U.S. mail and will remain valid for a period of 180-days. After the 180-day period the amounts represented by uncashed checks will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in the name of the Class Member.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT, GET NO MONEY FROM THE SETTLEMENT BUT KEEP THE RIGHT TO SUE**

You have a right to exclude yourself (“opt out”) from the Settlement, but if you choose to do so, you will not receive any benefits from the Settlement. You will **not** be bound by the terms of the settlement or the court’s final decision in this case. You can opt out of the Settlement by mailing a letter to the Settlement Administrator at [Address]. The letter must include the following information: (1) your name; (2) clearly state that you want to opt out of the settlement; for example, the following statement would be acceptable: “I wish to exclude myself from the Simpkins v. GPS settlement” (3) be signed by you; and (4) be postmarked     , 2020 or 60 days after mailing of this Notice to you. If you fail to comply with requirements (1)-(3), the Settlement Administrator will send you a cure notice asking you to provide the required information. You will have until [response deadline date], or 10 days after the cure notice is sent, whichever is later, to provide the required information. If your request for exclusion is not postmarked by [DATE], it will not be valid and you will not be excluded from the Settlement. This deadline will be strictly enforced.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you do not opt out of the Settlement Class, you can ask the Court to deny approval of the settlement by submitting a written objection that will be considered by the Court at the Final Approval Hearing. Your written objection must (1) clearly identify the case name and number (*Brittani Simpkins v. GPS Consumer Direct, Inc.*, Case No. CGC-18-570781); (2) state the grounds for the objection; (3) include your name, address and phone number or your name and the address and phone number for your attorney; (4) be signed by you or your attorney; (5) be mailed to the Settlement Administrator at [Address]; and (6) be postmarked no later than     , 2020 or 60 days after mailing of this Notice to you. If you do not comply with requirements (1)-(4), the Settlement Administrator will send you a cure notice asking you to provide the required information [response deadline date], or 10 days after the cure notice is sent, whichever is later, to provide the required information. This deadline will be strictly enforced.

If you submit both a Request for Exclusion and Objection, your Request for Exclusion will be deemed valid and your Objection will be deemed invalid.

You may appear in person or through an attorney, at your own expense, at the Final Approval Hearing. However, it is not necessary for the you or your attorney to appear at the Final Approval Hearing in order for the objection to be considered by the Court. Any attorney who represents a Class Member objecting to this Settlement must file a notice of appearance with the Court on or prior to the Response Deadline.

### **COUNSEL FOR THE PARTIES**

The Court approved the law firm of Graham Hollis APC (“Class Counsel”) to represent you and other Class Members for settlement purposes only. You will not be charged for these lawyers; they will be paid out of the Settlement as described above. If you want to be represented by your own lawyer, you may hire one at your own expense.

**PLAINTIFF'S/CLASS COUNSEL:**

Graham S.P. Hollis  
Vilmarie Cordero  
Monique R. Rodriguez  
GRAHAMHOLLIS APC  
3555 Fifth Avenue Suite 200  
San Diego, California 92103  
Telephone: 619.546.4373  
Facsimile: 619.692.0822  
mrodriguez@grahamhollis.com

**COUNSEL FOR GPS:**

Jessica R. Perry  
Allison Riechert Giese  
ORRICK, HERRINGTON & SUTCLIFFE LLP  
1000 Marsh Road  
Menlo Park, CA 94025  
Telephone: 650.614.7400  
Facsimile: 650.614.7401  
agiese@orrick.com

**CHANGE OF ADDRESS**

If you move after receiving this Notice, if it was misaddressed or if for any reason you want your Settlement Payment or future correspondence concerning this Action to be sent to a different address, you must supply your preferred address to the Settlement Administrator. You can contact the Settlement Administrator by mail at [Address] or by telephone at [phone number].

**GETTING MORE INFORMATION**

The above is a summary of the basic terms of the Settlement. More details are in the Stipulation of Settlement and Release and Plaintiff's Motion for Preliminary Approval of Class Action Settlement. For more information, you may view the Court's file in person any time Monday through Friday between the hours of 8:30 a.m. to 1:00 p.m., excluding court holidays at the Office of the Clerk of the San Francisco Superior Court, 400 McAllister Street, Room 103, San Francisco, California 94102-4514. You may also view the Court file online by visiting the Court's website at [sfsuperiorcourt.org/onlineservices](http://sfsuperiorcourt.org/onlineservices) and entering the case number (CGC18-570781) into the "case query" feature and clicking on the "view" button. You may also contact Class Counsel for more information.

**ALL INQUIRIES REGARDING THIS ACTION SHOULD BE MADE TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL**

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT ADMINISTRATION PROCESS.**

**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP 1010.6(6) & CRC 2.260(g))

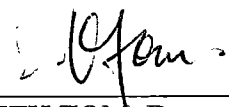
I, KEITH TOM, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 2<sup>3</sup>, 2020, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

Dated: June 2<sup>3</sup>, 2020

T. Michael Yuen, Clerk

By: \_\_\_\_\_

  
KEITH TOM, Deputy Clerk