

## STIPULATION OF SETTLEMENT AND RELEASE

This Stipulation of Settlement and Release (“**Settlement Agreement**” or “**Settlement**”) is reached by and between Plaintiff Brittani Simpkins (“**Plaintiff**”), individually and on behalf of all members of the Settlement Class (defined below), and Defendant GPS Consumer Direct, Inc. (“**Defendant**”) (Plaintiff and Defendant are collectively referred to herein as the “**Parties**”).

Plaintiff and the Settlement Class are represented by Graham S.P. Hollis and Vilmarie Cordero of GrahamHollis APC, who are designated as “**Class Counsel**”. Defendant is represented by Jessica Perry, Allison Riechert Giese, and Alexandra Guerra of Orrick, Herrington & Sutcliffe LLP (“**Defendant’s Counsel**”).

Plaintiff filed a Class and Representative Action Complaint on October 22, 2018 in San Francisco County Superior Court, entitled Brittani Simpkins v. GPS Consumer Direct, et al, Case No. CGC-18-57081 (the “**Lawsuit**”).

The Lawsuit alleges that Defendant: (i) failed to pay all overtime wages owed; (ii) failed to pay minimum and regular wages; (iii) failed to provide meal periods; (iv) failed to authorize and permit rest periods; (v) failed to provide required sick leave; (vi) failed to provide accurate wage statements and written notice of sick leave; (vii) failed to pay all final wages owed upon separation from employment; (viii) engaged in unlawful business practices pursuant to California Business and Professions Code sections 17200, *et seq.*; and (ix) is liable for civil penalties under the Private Attorneys General Act (“**PAGA**”), Labor Code section 2698, *et seq.* After the exchange of documents and information, including class member contact information, the Parties participated in a mediation with neutral third party, Tripper Ortman of Ortman Mediation (the “**Mediator**”), which ultimately led to the resolution of the Lawsuit.

Defendant denies any liability and wrongdoing of any kind associated with the claims alleged in the Lawsuit, and further denies that the Lawsuit is appropriate for class treatment for any purpose other than this Settlement. Defendant contends, among other things, that it has complied at all times with the California Labor Code, the applicable Wage Orders, and the California Business and Professions Code. In addition, it is Defendant’s position that, if this case were to be litigated, class certification would be inappropriate. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendant.

Given the uncertainty of litigation, the Parties wish to settle Plaintiff’s claims, both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

**1. Settlement Class.** For purposes of this Settlement Agreement only, the Parties stipulate to certification of the following “**Settlement Class** or “**Settlement Class Members**”:

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**”).

The Parties agree that certification for the purpose of settlement is not an admission that class certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would be inappropriate in a non-settlement context.

**2. Release.** Plaintiff and every member of the Settlement Class (except those who opt out of the Settlement), will release and discharge Defendant, 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 ("**Released Parties**") from any and 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 GPS Consumer Direct, Inc. through the date of preliminary approval, including but not limited to claims related to unpaid wages and overtime compensation, meal and rest breaks, sick leave, untimely final paychecks, inaccurate itemized wage statements, business expenses, unfair business practices, and for penalties and unpaid wages under PAGA ("**Class Released Claims**").

The aforementioned Release shall be printed on the back of the settlement checks issued to participating members of the Settlement Class.

**3. Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary maximum amount ("**Maximum Settlement Amount**") of one million, six hundred thousand dollars and no cents (\$1,600,000.00) in full and complete settlement of this matter, as follows:

- A. The Parties agree to engage CPT Group as the "**Settlement Administrator**" to administer the Settlement.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within twenty-one (21) calendar days after the Payment Obligation and Class Release Date. The "**Payment Obligation and Class Release Date**" is defined as the date the Notice of Entry of Order granting final approval is served, or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of (a) the last date on which any appeal might be filed, or (b) the date of successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. The Maximum Settlement Amount includes:
  - (1) All payments to the Settlement Class;
  - (2) All costs of the Settlement Administrator associated with the administration of the Settlement, which are anticipated to be no greater than \$29,000;

- (3) Up to \$7,500 for Plaintiff Simpkins as a Named Plaintiff Enhancement Payment, in recognition of Plaintiff's contributions to the action and her service to the Settlement Class. Even in the event that the Court reduces the requested Named Plaintiff Enhancement Payment, Plaintiff and the Settlement Class shall not have the right to revoke the Settlement for that reason, and it will remain binding.
- (4) Up to one-third of the Maximum Settlement Amount in attorneys' fees, which is currently estimated at \$533,333.33, plus actual reasonable costs and expenses related to the action, which are not to exceed \$18,000, as supported by declaration. Should the Court award a lesser sum for attorneys' fees and costs, the residual shall be included in the Net Settlement Amount for the Settlement Class. In the event that the Court reduces the requested attorneys' fees and costs, Plaintiff and the Settlement Class shall not have the right to revoke this Settlement for that reason, and it will remain binding, although Plaintiff reserves all rights to appeal any such ruling; and
- (5) \$40,000 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code section 2699(i), 75% of such penalties, or \$30,000, will be payable to the Labor & Workforce Development Agency ("**LWDA**") for its share of PAGA penalties, and the remaining 25%, or \$10,000, will be payable to the members of the Settlement Class who worked for Defendant from the period August 18, 2017 to the date of preliminary approval as the "**PAGA Amount**." Even if the Court reduces or increases the requested PAGA civil penalties, Plaintiff and the Settlement Class shall not have the right to revoke this Settlement for that reason, and it will remain binding.

E. **Corporate Payroll Taxes.** The Maximum Settlement Amount does not include Corporate Payroll Taxes, which shall be paid by Defendant separate and apart from the Maximum Settlement Amount. The Corporate Payroll Taxes will be computed by the Settlement Administrator based on the amounts to be paid as wages to the Settlement Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

**4. Payments to the Settlement Class.** Settlement Class Members are not required to submit a claim form to receive a payment ("**Individual Settlement Payment**") from the Settlement. Individual Settlement Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first determine based on Defendant's records
- (a) the number of "**Non-Shift Differential Pay Periods**" worked by each Settlement Class Member during the Class Period that do not include both (i) a lead or second shift differential and (ii) overtime payment, (b) the number of "**Shift Differential Pay Periods**" worked by each Settlement Class Member during the Class Period that include both (i) a lead or second shift differential and (ii) overtime payment and (c) number of "**PAGA Pay Periods**" worked by each Settlement Class Member during the PAGA Period. The Settlement Administrator shall multiply the

Shift Differential Pay Periods by 2 for the purposes of calculating Individual Settlement Payments. Collectively the Non-Shift Differential Pay Periods and Shift Differential Pay Periods shall be called “**Pay Periods**”.

- B. The Settlement Administrator shall then deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Named Plaintiff Enhancement Payment, the Settlement Administrator’s costs, and the LWDA’s share of the PAGA payment. The remaining amount shall be known as the “**Net Settlement Amount.**”
- C. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment based on the following formula:
  - i. PAGA Amount: The sum of \$10,000 (representing the employees’ share of the PAGA Payment) shall be designated as the “**PAGA Amount.**” Each participating Settlement Class Member who was employed by Defendant at any time between August 18, 2017 and the date of preliminary approval (the “**PAGA Period**”) shall receive a portion of PAGA Pay Periods. To determine the amount of each participating Settlement Class Member’s portion of the PAGA Amount, the Settlement Administrator shall multiply the PAGA Amount by a fraction, the numerator of which is the Settlement Class Member’s total PAGA Pay Periods and the denominator of which is the PAGA Pay Periods worked by all participating Settlement Class Members.
  - ii. Other Claims Amount. The remainder of the Net Settlement Amount shall be designated as the “**Other Claims Amount.**” The Other Claims Amount will be distributed to each participating Settlement Class Member based on their proportionate number of Pay Periods worked during the relevant Class Periods (exclusive of leaves of absence), 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.
- D. Within fourteen (14) calendar days following the deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class Member’s Individual Settlement Payment and will prepare and mail Individual Settlement Payments to Settlement Class Members.
- E. The entire PAGA Amount distributed to the Settlement Class Members shall be allocated as a 100% penalties.

- F. In light of the claims asserted and their relative strength in the Litigation, the Other Claims Amount distributed to each participating Settlement Class Member shall be allocated as (60%) penalties and interest and (40%) wages.
  - G. The Settlement Administrator will issue each participating Settlement Class Member an IRS Form 1099 (for amounts paid as penalties and interest) and an IRS Form W-2 (for amounts paid as wages).
  - H. The Individual Settlement Payments paid to Settlement Class Members and the Named Plaintiff Enhancement Payment shall be deemed not to be “pensionable” earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*i.e.* vacation, retirement plans, etc.) of Settlement Class Members or Plaintiff. The Parties agree that any Individual Settlement Payments or Named Plaintiff Enhancement Payment paid to Settlement Class Members or Plaintiff under the terms of this Settlement Agreement do not represent any modification of Settlement Class Members’ or Plaintiff’s previously credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or any other plan or program. Further, any Individual Settlement Payments or Named Plaintiff Enhancement Payment paid hereunder shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or any other plan or program sponsored by Defendant. No benefit, including but not limited to 401k benefits, shall increase or accrue as a result of any payment made as a result of this Settlement.
  - I. It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Settlement Class Members all applicable payroll and employment taxes, but not Corporate Payroll Taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. Each Settlement Class Member’s share of all applicable payroll and employment taxes (excluding Corporate Payroll Taxes) withheld and deposited with the applicable governmental authorities in accordance with this Settlement Agreement shall be a part of, and paid out of, the Individual Settlement Payment to each Settlement Class Member. Each Settlement Class Member will be responsible for paying all applicable state, local, and federal income taxes on all amounts the Settlement Class Member receives pursuant to this Settlement Agreement (excluding Corporate Payroll Taxes).
  - J. The Individual Settlement Payments shall be paid to Settlement Class Members specifically in exchange for the release of the Released Parties from the Class Released Claims and the covenant not to sue concerning the Class Released Claims.
5. **Attorneys’ Fees and Costs.** Plaintiff shall be permitted to make a request for Class Counsel’s attorneys’ fees amounting to one-third of the Maximum Settlement Amount, which is currently estimated to be \$533,333.33, plus actual reasonable costs and expenses, which are not to exceed \$18,000. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation all work performed and all

costs incurred to date, and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator at the time the Settlement Administrator distributes the fee award approved by the Court.

**6. Named Plaintiff Enhancement Payment.** Plaintiff may make a request for a Named Plaintiff Enhancement Payment of \$7,500 to Plaintiff for her time and risks in prosecuting this litigation and service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member and shall be reported on IRS Forms 1099 by the Settlement Administrator.

**7. Settlement Administrator.** The parties agree to the appointment of CPT Group as Settlement Administrator, and to request approval to pay an amount not anticipated to exceed \$29,000 for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices to the Settlement Class Members, for calculating Individual Settlement Payments, and for preparing all checks and mailings. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all Settlement Class Members.

**8. Preliminary Approval.** Upon execution of this Settlement Agreement, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Graham S.P. Hollis and Vilmarie Cordero of GrahamHollis APC as Class Counsel;
- C. Appointing Plaintiff Simpkins as Class Representative for the Settlement Class;
- D. Approving CPT Group as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Class Notice and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

**9. Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within thirty (30) calendar days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, last known telephone numbers, social security numbers, and the number of Non-Shift Differential Pay Periods, Shift Differential Pay Periods and PAGA Pay Periods during the relevant time periods, as reflected by

Defendant's corporate and business records, exclusive of leaves of absence (in electronic format). Approximations and averages used to cover periods where data is missing or otherwise not available.

- B. Within fourteen (14) calendar days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses and also perform an Accurant (or substantially similar) in-depth skip trace to obtain the best possible address for Class Members prior to the mailing; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search or the Accruing skip trace; and (iii) mail a “**Notice Packet**” to each Settlement Class Member at his or her last known address or at the updated address found through the NCOA search and/or skip trace, and retain proof of mailing. Each Notice Packet mailed to Settlement Class Members shall contain a Notice of Settlement Award, which shall disclose the amount of the Settlement Class Member's estimated Individual Settlement Payment, the number of Pay Periods and Shift Differential Pay Periods worked during the relevant Class Period, and the number of Pay Periods worked during the PAGA Period. At least ten (10) days prior to the final approval hearing, the Settlement Administrator will provide a declaration of due diligence and proof of mailing with regard to the mailing of the Notice Packet.
- C. Any Notice Packets returned to the Settlement Administrator as undelivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a Experian (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria to obtain an updated mailing address and if an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member promptly, within five (5) business days of receiving the returned Notice Packet. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have until the Response Deadline to mail a Request for Exclusion, objection, or dispute.
- D. Settlement Award Disputes. The Parties will handle any disputes about the Individual Settlement Payments as follows:
- i. To the extent a Settlement Class Member disputes the Pay Periods, Shift Differential Pay Periods and/or PAGA Pay Periods shown in his or her Notice, he or she may produce evidence to the Settlement Administrator establishing the dates he or she contends to have worked during the Class Period prior to the Response Deadline. Defendant's records will be presumed determinative. The Settlement Administrator shall notify counsel for the Parties of any disputes. Defendant shall review its records and provide further information to the Settlement Administrator, if necessary. The Settlement Administrator shall resolve any disputes and notify counsel for the Parties of its decision.

- ii. The Settlement Administrator's determination of eligibility for any Individual Settlement Payment under the terms of this Settlement Agreement shall be conclusive, final and binding on all Parties and all Settlement Class Members, so long as the Settlement Administrator has first consulted with the Parties regarding any disputes or questions as to eligibility.

E. Requests for Exclusion. Any Settlement Class Member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion to the Settlement Administrator by the "**Response Deadline**" which is sixty (60) calendar days from the date of the initial mailing of the Notice Packets.

- i. The Request for Exclusion must: (1) contain the name, address, telephone number and last four digits of the social security number of the Settlement Class Member; (2) be signed by the Settlement Class Member; and (3) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not comply with (2) and/or (3), it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any person who validly requests to be excluded from the Settlement will no longer be a member of the Settlement Class, will not be entitled to any recovery under this Settlement Agreement, and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Settlement Class Members who fail to submit a valid and timely Request for Exclusion shall be bound by all terms of the Settlement Agreement and any judgment entered in the Lawsuit if the Settlement is approved by the Court.
- ii. If (a) 50 or more Settlement Class Members submit a valid Request for Exclusion, (b) there is a change to the scope of the Release, or (c) the Court finds the Maximum Settlement Amount is insufficient to warrant approval, Defendant may, at its discretion, elect to rescind the Settlement.
- iii. The Parties agree to leave the choice of whether to participate in the Settlement up to the Settlement Class. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Member to object to the Settlement or opt out of the Settlement Class, or encourage any Settlement Class Member to appeal from the final judgment. At no time will Plaintiff or her counsel hold a press conference or otherwise seek to affirmatively publicize the settlement in the media or on social media. If contacted by the media about the Settlement, Plaintiff and her counsel will state "It was a fair settlement and we are happy with the results" or something to that effect. Additionally, neither Plaintiff nor her counsel shall engage in any disparagement of any type related to this Settlement.



- F. Objections. Settlement Class Members who do not opt out may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection to the Settlement Administrator (who shall provide all objections as received to Class Counsel and Defendant's Counsel, as well as file all such objections with the Court). To be valid, any objection must be postmarked no later than the Response Deadline. Defendant's counsel and Class Counsel shall submit any responses to objections no later than five days before the Final Approval Hearing. Any Settlement Class Member who does not opt out of the Settlement may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.

**10. Final Approval.** Following preliminary approval and the close of the period for filing Requests for Exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of a Final Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, the Named Plaintiff Enhancement Payment, Settlement Administrator costs, and payment to the LWDA for its share of PAGA penalties; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

Plaintiff shall timely file the motion for final approval and request entry of the Final Approval Order and Judgment. Class Counsel shall provide Defendant's Counsel a copy of the Final Approval Motion for review at least three business days prior to filing.

**11. Mailing of Checks.** The Settlement Administrator will mail all required payments no later than fourteen (14) calendar days after the Payment Obligation and Class Release Date. If a Settlement Class Member's check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Settlement Class Member at his or her correct address. It is expressly understood and agreed that the checks for the Individual Settlement Payments will become void and no longer available if not cashed within 180 days from the date the Settlement Administrator mails it. The amounts represented by checks remaining uncashed after the 180-day deadline 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 Settlement Class Member. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel and Defendant's Counsel.

No person shall have any claim against Defendant, Defendant's Counsel, the Plaintiff, the Settlement Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Settlement Agreement.

**12. Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. The Parties have entered into this Settlement Agreement to avoid the

burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152.

**13. Employment Status.** Plaintiff agrees never to apply for or accept employment with Defendant or any of The Gap, Inc.'s brands, including but not limited to Gap, Banana Republic, Old Navy, Athleta, and Intermix.

**14. Parties' Authority.** The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions hereof.

**15. Mutual Full Cooperation.** The Parties and their counsel agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties shall seek first the assistance of the Mediator and then the Court to resolve such disagreement.

**16. Privacy of Documents and Information.** Plaintiff and Class Counsel agree that they will destroy all confidential documents and information provided to them by Defendant within thirty (30) days of the Payment Obligation and Class Release Date, except for documents that must be saved for malpractice purposes or ethical rules governing attorney conduct in California and the United States. Plaintiff and Class Counsel further agree that none of the documents and information provided to them by Defendant shall be used for any purpose other than prosecution of this Lawsuit or the defense or prosecution of a malpractice action or defense of any state bar complaint.

**17. No Prior Assignments.** The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

**18. Construction.** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party or their or its counsel participated in the drafting of this Settlement Agreement.

**19. Jurisdiction of the Court.** Except for those matters to be resolved by the Mediator or the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity of or otherwise arising out of this Settlement Agreement, or relating to the Lawsuit or the Class Released Claims, shall be subject to the exclusive jurisdiction of the Court, and Plaintiff,

Settlement Class Members, and Defendant agree to submit to the personal and exclusive jurisdiction of the Court. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

**20. Final Judgment.** The Parties shall provide the Settlement Administrator with a copy of the Final Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Judgment to its website within 3 business days of receipt.

**21. California Law Governs.** All terms of this Settlement Agreement and the exhibit hereto shall be governed and interpreted according to the laws of the State of California, regardless of its conflict of laws.

**21. Invalidity of Any Provision.** The Parties request that before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents

**22. Headings.** The headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof.

**23. Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

**24. Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Allison Riechert Giese  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, California 94025-1015  
agiese@orrick.com

if to Plaintiff: Villmarie Cordero  
GrahamHollis APC  
3555 Fifth Avenue Suite 200  
San Diego, CA 92103  
vcordero@grahamhollis.com

**25. Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations,

presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

**26. Binding on Assigns.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

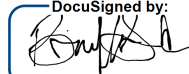
**27. Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Lawsuit, except such proceedings necessary to implement and complete the Settlement, pending the final approval hearing to be conducted by the Court.

**28. Counterparts.** This Settlement Agreement may be executed by one or more Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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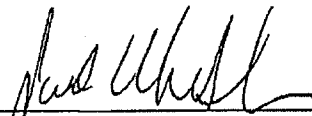
DATED: 11/13/2019

BRITTANI SIMPKINS

DocuSigned by:  
By:   
52472677D0E140B  
Plaintiff & Settlement Class Representative

DATED: 10/23/19


GPS CONSUMER DIRECT, INC.

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

APPROVED AS TO FORM:

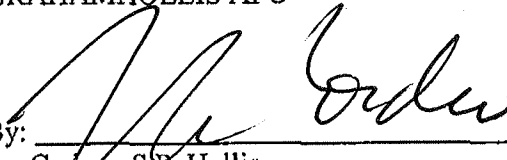
DATED: 10/23/19

ORRICK, HERRINGTON & SUTCLIFFE LLP

By:   
Jessica Perry  
Allison Riechert Giese  
Alexandra Guerra  
Attorneys for GPS Consumer Direct, Inc.

DATED: 11/05/19

GRAHAMHOLLIS APC

By:   
Graham S.P. Hollis  
Vilmarie Cordero  
Attorneys for Plaintiff