



FILED
San Francisco County Superior Cou.

OCT 27 2020

CLERK OF THE COURT
BY: [Signature]
Deputy Clerk

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 613

CAMERON YOUNG and KEANA
BOLDS, individually, and on behalf of
other members of the general public
similarly situated and as aggrieved
employees pursuant to the Private Attorneys
General Act (“PAGA”),

Plaintiffs,

v.

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

Defendants

Case No. CGC-18-568507

ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT AND RELEASE

Plaintiff Cameron Young (“Plaintiff”)¹ and Defendant The Gap, Inc. (“Defendant”) have entered into the proposed Amended Joint Stipulation of Class Action Settlement and Release (attached as Exhibit 5 to the Supplemental Declaration of Raul Perez (June 1, 2020) and Addendum to Amended Joint Stipulation of Class Action Settlement and Release (attached as Exhibit 1 to the Second Supplemental Declaration of Raul Perez (July 23, 2020)) (collectively “Settlement Agreement”)², which,

¹ Keana Bolds is also a named plaintiff in this action. The parties have provided sufficient evidence and argument as to why her claims should be dismissed at final approval, and thus, why she is not a party to the Settlement Agreement. (Second Supplemental Declaration of Raul Perez (July 23, 2020) ¶ 8.)

² This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

1 if approved, would resolve the putative class action and PAGA action. Plaintiff has filed a motion for
2 preliminary approval of class action settlement. Upon review and consideration of the motion papers
3 and supplemental documents submitted by the parties as requested by the Court, including the
4 Settlement Agreement and all exhibits thereto, the Court finds and orders as follows:

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

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

9 “[A]ll current and former non-exempt employees who worked for Defendant in its Fresno,
10 California Distribution Center at any time from July 30, 2014 to the date of Preliminary Approval.”

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

13 4. The Court conditionally appoints Capstone Law APC as Class Counsel for the Settlement
14 Class.

15 5. The Court preliminarily appoints named plaintiff Cameron Young as Class
16 Representative for the Settlement Class.

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

20 7. The Court approves and appoints CPT Group, Inc. (“CPT”) to serve as the Settlement
21 Administrator and directs CPT to carry out all duties and responsibilities of the Settlement Administrator
22 specified in the Settlement Agreement.

23 8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of
24 class notice set forth in the Settlement Agreement. The Court approves the form and content of the
25 notice form substantially in the form proposed by counsel as follows: the Amended Notice of Class
26 Action Settlement attached as **Exhibit 1** here (and attached as Exhibit A to Addendum to Amended Joint
27 Stipulation of Class Action Settlement And Release (July 20, 2020)). The Court finds that the Notice
28 constitutes the best notice practicable under the circumstances and is valid, due and sufficient notice to

1 the Settlement Class of the pendency of the action, preliminary certification of the Settlement Class, the
2 terms of the Settlement, procedures for objecting to, and opting out of, the settlement, and time and
3 place of the Final Approval Hearing. The proposed manner of class notice satisfies the requirements of
4 due process, and complies with applicable law, including California Code of Civil Procedure Section
5 382 and California Rule of Court 3.769.

6 9. No later than **November 26, 2020 (thirty (30) calendar days after entry of this order)**,
7 Defendant's counsel shall provide the Settlement Administrator with Class Member's full name; most
8 recent mailing address and telephone number; Social Security number; dates of employment; the
9 respective number of Workweeks that each Class Member worked during the Class Period; and any
10 other relevant information needed to calculate settlement payments (collectively, the "Class List").

11 10. Before mailing the Notice, the Settlement Administrator shall perform an address search
12 using the United States Postal Service National Change of Address ("NCOA") database and update the
13 addresses contained on the Class List with the newly-found addresses, if any. No later than **December**
14 **10, 2020 (fourteen (14) calendar days after receiving the Class List from Defendant)**, the Settlement
15 Administrator shall mail the Notice to the Settlement Class via first-class regular U.S. Mail using the
16 most current mailing address information available.

17 11. If a Notice from the initial notice mailing is returned as undeliverable on or before the
18 Response Deadline with or without a forwarding address, the Settlement Administrator will promptly re-
19 mail the Notice within **three (3) business days**. If a Notice from the initial notice mailing is returned as
20 undeliverable with no forwarding address, the Settlement Administrator will attempt to obtain a current
21 address for the Settlement Class to whom the returned Class Notice has been mailed by undertaking skip
22 tracing. Class Members who are re-mailed a Notice shall have an additional **fifteen (15) calendar days**
23 from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a
24 Request for Exclusion, an objection to the Settlement, or a dispute regarding the number of qualifying
25 workweeks.

26 12. Except for those re-mailed Notices, the deadline by which Settlement Class may opt out,
27 dispute the number of qualifying workweeks in the Notice, or object shall be **60 calendar days** from the
28 date of mailing of the original mailing of the Notice (or **February 8, 2021**).

1 13. Any Settlement Class Member who desires to be excluded from the settlement must
2 timely mail or fax his or her written Request for Exclusion. To be valid, any Request for Exclusion
3 must: (i) identify the case name and case number; (ii) set forth the name, address, telephone number and
4 last four digits of the Social Security Number of the Class Member requesting exclusion; (iii) be signed
5 by the Class Member; (iv) be returned to the Settlement Administrator; (v) clearly state that the Class
6 Member does not wish to be included in the Settlement; and (vi) be faxed or postmarked on or before
7 the Response Deadline. All such persons who properly and timely exclude themselves from the
8 settlement shall not be in the Settlement Class and shall have no rights with respect to the settlement,
9 and no interest in the settlement proceeds.

10 14. Any Settlement Class member who wishes to object to the settlement should send a
11 Notice of Objection to the Settlement Administrator via mail or fax. To be valid, any objection must
12 include: (i) the case name and case number; (ii) the objector's full name, signature, address, and
13 telephone number, (iii) a written statement of all grounds for the objection accompanied by any legal
14 support for such objection; (iv) copies of any papers, briefs, or other documents upon which the
15 objection is based; and (v) a statement whether the objector intends to appear at the Fairness Hearing.

16 15. If any Request for Exclusions or Notice of Objections are defective, the Settlement
17 Administrator will mail the Class Member a cure letter within **three (3) business days** of receiving the
18 defective submission to advise the Class Member that his or her submission is defective and that the
19 defect must be cured to render the Request for Exclusion or Notice of Objection valid. The Class
20 Member will have until the later of (i) **Response Deadline** or (ii) **fifteen (15) calendar days** from the
21 date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion or
22 Notice of Objection. If the revised Request for Exclusion or Notice of Objection is not postmarked or
23 received by fax within that period, it will be deemed untimely.

24 16. Any Settlement Class member who wishes to dispute the number of qualifying
25 workweeks shall send a written dispute to the Settlement Administrator. The Settlement Administrator's
26 decision on the merits of the dispute will be communicated to the Class Member by a letter to be mailed
27 within **three (3) business days** of the final decision. All disputes must be submitted on or before the
28 Response Deadline (unless they receive re-mailed Notice Packets, then the deadline to submit disputes is

1 defined in Paragraph 39 of the Settlement Agreement). All disputes will be decided **within ten (10)**
2 **business days** of the Response Deadline.

3 16. Settlement Class members will have one hundred twenty (120) calendar days from the
4 date of issuance of the check to cash their check. In the event a check has not been cashed within one
5 hundred and twenty (120) days, the Settlement Administrator shall tender the funds represented by such
6 uncashed checks to the California State Controller for deposit in the Unclaimed Property Fund in the
7 name of the Settlement Class member.

8 17. All papers filed in support of final approval, including supporting documents for
9 attorneys' fees and costs, and a Class Representative Enhancement Payment, shall be filed by **January**
10 **25, 2021**. This date is at least fourteen (14) days prior to the deadline for submitting requests for
11 exclusion and objections. Class Counsel shall file their motion for final approval of the Class Action
12 Settlement and entry of a Final Approval Order and Judgment no later than **February 3, 2021**.

13 18. A final approval hearing shall be held on **February 24, 2021 at 10:30 a.m.**³ in
14 Department 613, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at
15 which the Court will determine whether the settlement should be finally approved as fair, reasonable and
16 adequate to the Settlement Class; whether the Final Approval Order and Judgment should be entered;
17 whether Class Counsel's Application for Attorneys' Fees and Costs should be approved; and whether
18 any request for a Class Representative Enhancement Payment should be approved.

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

22 20. If for any reason the Court does not approve the Settlement, it will be of no force or
23 effect, and the Parties shall be returned to their original respective positions.

24 21. Pending the final determination of whether the settlement should be approved, all
25 proceedings in this Action, except as may be necessary to implement the settlement or comply with the
26 terms of the settlement, are hereby stayed.

27 _____
28 ³ If any Notices are re-mailed, such that the deadline for the Settlement Group Member to object, dispute,
or opt-out is extended 15 days, the parties must request to continue the Final Approval Hearing date if
necessary.

IT IS SO ORDERED.

Dated: October 27, 2020



ANDREW Y.S. CHENG
Judge of the Superior Court

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EXHIBIT 1

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

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.

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

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

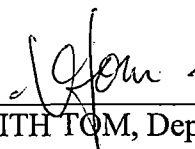
I, KEITH TOM, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 27, 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: October 27, 2020

T. Michael Yuen, Clerk

By: _____


KEITH TOM, Deputy Clerk