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Attorneys for Defendants

**FILED**  
San Francisco County Superior Court

OCT 11 2019  
CLERK OF THE COURT  
BY:  Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO

CARMEN ANDREWS,  
LAURIE MUNNING,  
CARON COLADONATO, and  
MICHAEL PALLAGROSI, on behalf of  
themselves and all others similarly situated,

Plaintiffs,

vs.

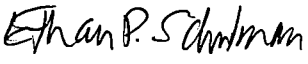
THE GAP, INC.;  
GAP (APPAREL), LLC;  
GAP INTERNATIONAL SALES, INC.;  
BANANA REPUBLIC, LLC; and  
BANANA REPUBLIC (APPAREL), LLC,

Defendants.

Case No. CGC-18-567237

[PROPOSED]   
**JUDGMENT AND  
FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

[Hon. ~~Richard B. Ulmer, Jr.~~—Dept. 302]



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**JUDGMENT**  
**AND FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

WHEREAS, this class action is the result of the consolidation of four separate class actions, to wit, *Carmen Andrews v. The Gap, Inc., Et Al.*, San Francisco Superior Court Case No. CGC-18-567237, *Laurie Munning v. The Gap, Inc., Et Al.*, U.S. District Court for the Northern District of California Case No. 4:16-cv-3804, *Caron Coladonato v. The Gap, Inc., Et Al.*, U.S. District Court for the District of New Jersey Case No. 1:17-cv-11998, and *Michael Pallagrosi v. The Gap, Inc., Et Al.*, U.S. District Court for the Northern District of California Case No. 4:17-cv-5905 (collectively, the “Actions”);

WHEREAS, the term “Action” in the singular refers to *Carmen Andrews v. The Gap, Inc., Et Al.*, San Francisco Superior Court Case No. CGC-18-567237, as the consolidated successor of all of the Actions;

WHEREAS, in this Judgment, the term “Plaintiffs” refers collectively to Carmen Andrews, Laurie Munning, Caron Coladonato and Michael Pallagrosi, and the term “Defendants” refers collectively to The Gap, Inc., Gap (Apparel), LLC, Gap International Sales, Inc., Banana Republic, LLC, and Banana Republic (Apparel), LLC, and the term “Parties” refers collectively to all Plaintiffs and all Defendants;

WHEREAS, on or about January 30, 2019, the Plaintiffs and the Defendants consummated an Agreement Of Settlement And Release (“Agreement,” Settlement Agreement” or “Sett. Agr.”) to settle and dispose of all of the Actions and/or the claims asserted therein;

WHEREAS, unless otherwise specified, a defined term in this Judgment has the same definition as the term in the Settlement Agreement;

WHEREAS, on May 10, 2019, the San Francisco Superior Court (the “Court”) preliminarily approved the Settlement Agreement, and, on July 9, 2019, entered a superseding Amended Order preliminarily approving the Settlement Agreement (with July 9, 2019, being the date of “Preliminary Approval” as that term is used in the Class definition);

1           WHEREAS, on October 11, 2019, the Court held a Fairness Hearing on whether to grant  
2 final approval of the Settlement Agreement and on whether to grant Plaintiffs' Unopposed  
3 Motion For Final Approval Of Class Action Settlement and Plaintiffs' Unopposed Motion For  
4 Award Of Attorneys' Fees And Costs;

5           WHEREAS, as part of the Fairness Hearing, the Court reviewed all objections submitted  
6 to the Court objecting to the final approval of the Settlement Agreement;

7           WHEREAS, the Court now enters this Judgment And Final Approval Of Class Action  
8 Settlement ("Judgment");

9           NOW, THEREFORE, the Court FINDS as follows:

10           **FINDINGS:**

11           1.       The Court has jurisdiction over the subject matter of the Action and of all matters  
12 relating to the Settlement Agreement, as well as personal jurisdiction over all of the Parties and  
13 each of the Class Members.

14           2.       The Court OVERRULES the objection to the Settlement Agreement filed by  
15 Cedric Corum, who objected on the grounds that he should not be required to search for copies of  
16 receipts to prove purchases and that he would like more in settlement than \$6 or \$12 in Settlement  
17 Purchase Certificates. The Court FINDS that the Settlement Agreement's request for a copy of a  
18 receipt or a credit or debit card transaction record to receive more than one Settlement Purchase  
19 Certificate (Sett. Agr. § 3.5) is a reasonable request and that, as discussed below, the value of the  
20 Settlement Purchase Certificates (Sett. Agr. § 2.2) is fair and reasonable in light of all of the  
21 circumstances.  
22

23           3.       The Court GRANTS Plaintiffs' Unopposed Motion For Final Approval Of Class  
24 Action Settlement. The Court finds that the Settlement Agreement was entered in good faith, that  
25 it is fair, reasonable and adequate, and that it satisfies the standards and applicable requirements  
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1 for final approval of this class action settlement under California law, including the provisions of  
2 California Code of Civil Procedure section 382 and California Rule of Court 3.769.

3 4. The Parties adequately performed their obligations under the Agreement.

4 5. Defendants provided notice to Class Members in compliance with Section 3.3 of  
5 the Settlement Agreement, California Code of Civil Procedures section 382, California Rules of  
6 Court 3.766 and 3.769, the United States and California constitutions, and any other applicable  
7 law. The notice: (a) fully and accurately informed Class Members about the lawsuit and  
8 Settlement Agreement, (b) provided sufficient information so that Class Members were able to  
9 decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to  
10 the proposed Settlement Agreement, (c) provided procedures for Class Members to file written  
11 objections to the proposed Settlement Agreement, to appear at the hearing, and to state objections  
12 to the proposed Settlement Agreement, and (d) provided the time, date and place of the final  
13 Fairness Hearing.

14 6. The Court GRANTS Plaintiffs' Unopposed Motion For Award Of Attorneys' Fees  
15 And Costs. An award of Two Million Nine Hundred Seventy Thousand Dollars  
16 (USD\$2,970,000.00) in attorneys' fees and costs to Class Counsel is fair and reasonable in light  
17 of the nature of this case, Class Counsel's experience and efforts in prosecuting this Action, and  
18 the benefits obtained for the Class.

19 7. An incentive award to Carmen Andrews, Laurie Munning, Caron Coladonato and  
20 Michael Pallagrosi in the amount of Two Thousand Five Hundred Dollars (USD\$2,500.00) each  
21 is fair and reasonable in light of: (a) Plaintiffs' risks (including financial, professional, and  
22 emotional) in commencing each of the Actions as a class representative, (b) the time and effort  
23 spent by Plaintiffs in litigating this action as the class representative, and (c) Plaintiffs' service in  
24 the public interest.  
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1           **NOW, THEREFORE, the Court hereby ORDERS, DECREES and ENTERS**  
2 **JUDGMENT as follows:**

3           **8. Final Approval.** The Court GRANTS final approval of the Settlement Agreement,  
4 which is incorporated herein by reference. (Plaintiffs and Defendants are authorized to adopt and  
5 implement such amendments or modifications of the Settlement Agreement as the Parties  
6 mutually deem expedient provided that such amendments or modifications are not materially  
7 inconsistent with this Judgment and do not materially restrict the rights of Class Members.)

8  
9           **9. Class Certification.** For purposes of settling this Action, the Court hereby certifies  
10 this Action to be a class action in which the terms “Class” and “Class Members” are defined as:

11                   All United States citizens who made one or more in-store or online  
12                   purchase(s) at a Gap Outlet, Gap Factory Store or a Banana Republic  
13                   Factory Store located in the United States between May 24, 2010, and July  
14                   9, 2019, inclusive.

15           **10. Binding Effect of Judgment.** This Judgment applies to all claims or causes of  
16 action settled under the Settlement Agreement and binds all Class Members including those who  
17 did not properly request exclusion under Paragraph 7 of the Amended Order Re: Class Action  
18 Settlement And Provisional Class Certification, filed July 9, 2019. This Judgment does not bind  
19 persons who filed timely and valid requests for exclusion. Attached as **Exhibit A** is a list of  
20 persons who properly requested to be—and hereby are—excluded from the Settlement  
21 Agreement.

22           **11. Release.** Plaintiffs and all Class Members who did not properly request exclusion  
23 are: (a) deemed to have released and discharged each Defendant from all claims arising out of or  
24 asserted in this Action and claims released under the Settlement Agreement, and (b) barred and  
25 permanently enjoined from asserting, instituting or prosecuting, either directly or indirectly, such  
26 claims.  
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1           **12. Class Relief.** Defendants will issue the appropriate Settlement Purchase  
2 Certificate(s) to each Class Member who is an Authorized Claimant or is otherwise entitled to a  
3 Settlement Purchase Certificate under Sections 2.1 and 2.2 of the Settlement Agreement,  
4 according to the timeline set forth in Section 2.3 of the Settlement Agreement.  
5

6           **13. Attorneys' Fees and Costs.** Class Counsel is awarded Two Million Nine Hundred  
7 Seventy Thousand Dollars (USD\$2,970,000.00) total in attorneys' fees and costs. Defendants  
8 must pay Class Counsel this amount according to the timeline set forth in Section 2.5 of the  
9 Settlement Agreement.

10           **14. Incentive Awards.** Plaintiffs Carmen Andrews, Laurie Munning, Caron  
11 Coladonato and Michael Pallagrosi are awarded Two Thousand Five Hundred Dollars  
12 (USD\$2,500.00) each—which is a total and combined payment of Ten Thousand Dollars  
13 (USD\$10,000.00)—as incentive awards. Defendants must pay Plaintiffs this amount according to  
14 the timeline set forth in Section 2.4 of the Settlement Agreement.  
15

16           **15. Claims Administrator Costs.** The Claims Administrator Angeion Group, LLC, is  
17 awarded Eight Hundred Forty Five Thousand Dollars (USD\$845,000.00) total in costs.  
18 Defendants must pay the Claims Administrator this amount according to the timetable set forth in  
19 Section 2.5 of the Settlement Agreement.  
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**16. Judgment.** Having approved the Settlement Agreement after the final Fairness Hearing, the Court hereby enters this Final Approval Of Class Action Settlement as a judgment pursuant to California Rule of Court 3.769(h). After the entry of this Judgment, this Court shall retain jurisdiction over the Parties to enforce the terms of the Judgment and the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6.

Dated: October 11, 2019

  
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HON. RICHARD B. ULMER, JR.  
Judge of the San Francisco Superior Court  
  
ETHAN P. SCHULMAN

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**EXHIBIT A**

**Persons Excluded From The Settlement Agreement  
(Source: Exhibit B to the Second Supplemental Declaration of Brian Devery)**

	First Name	Last Name	Exclusion	Timely/Late
1	JENACIE	KLINGER	8/16/2019	Timely
2	ROCHELLE	RAGLIN	8/16/2019	Timely
3	ERI	SATO	8/20/2019	Timely
4	HEATHER RAE	GIANDREA	8/20/2019	Timely
5	TOSHIMI	GILBERT	8/22/2019	Timely
6	MINDY	HIGLEY	8/22/2019	Timely
7	GREGORY	CORDREY	8/28/2019	Timely
8	MICHEL	ALLER	8/28/2019	Timely
9	ERIN	EDSTROM	8/28/2019	Timely
10	NANCY	KLINGER	8/28/2019	Timely
11	KATHERINE	KIM	8/28/2019	Timely
12	ORCHI	ANANNYA	8/29/2019	Timely
13	THELMA	HICKERT	8/29/2019	Timely
14	YANELKYS	SUAREZ	8/29/2019	Timely
15	BRITTANY	MILLS	9/5/2019	Timely
16	GARBRIELRG	ANELLO	9/5/2019	Timely
17	LAURA	TORRESAN	9/5/2019	Timely
18	ROMINA	CORAGLIO	9/5/2019	Timely
19	TONI	CLEMENTS	9/10/2019	Timely
20	BRITTANY	DIXON MARSHALL	9/10/2019	Timely
21	SAMANTHA	GRAHAM	9/12/2019	Timely
22	LORI A	HOWELL	9/12/2019	Timely
23	STEPHANIE	POBIEGLO	9/16/2019	Timely
24	GIORGIO	CALDARONE	9/1/2019	Timely
25	KRYSTLE	BRODEUR	8/24/2019	Timely
26	MATTHEW	HAYDEN	9/19/2019	Timely
27	AMY	HAYDEN	9/19/2019	Timely
28	ANNA LYNN	LUGAY	9/25/2019	Timely
29	KLARISSA	TRAVERS	8/30/2019	Timely
30	CAROLINA	HERRERA	9/20/2019	Timely
31	EDVIS	SHAHBAZIAN	9/24/2019	Timely
32	SORAIA	JIWA	9/18/2019	Timely
33	JINY	UNG	9/27/2019	Not Timely