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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF LOS ANGELES

15
16 LAURA WEITZ and LAILA FAIZ,
17 individuals, on behalf of themselves and on
18 behalf of all persons similarly situated, and on
19 behalf of the State of California, as a private
20 attorney general,

21 Plaintiff,

22 vs.

23 BANANA REPUBLIC, LLC, a Limited
24 Liability Company; THE GAP, INC., a
25 Corporation; and DOES 1 through 50,
26 inclusive,

27 Defendants.

CASE NO.: 23STCV19287

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: November 9, 2026

Hearing Time: 8:30 a.m.

Judge: Hon. Bruce G. Iwasaki

Dept: SS-11

Date Filed: April 17, 2023

Trial Date: Not set

1 The unopposed motion of Plaintiffs Laura Weitz and Laila Faiz (“Plaintiffs”) for an order
2 finally approving the First Amended Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendants Banana Republic, LLC and The Gap, Inc. (“Defendants”),
4 attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on
5 for hearing on November 9, 2026, before the Honorable Bruce G. Iwasaki.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Nine Hundred
16 and Fifty Thousand Dollars (\$1,950,000) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On April 28, 2026, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about May 22, 2026. This mailing of the Class Notice to their last-known addresses was the best
4 notice practicable under the circumstances and was reasonably calculated to communicate actual
5 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
6 Class Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The Response Deadline for opting out or submitting written objections to the
13 Settlement was July 21, 2026, which for re-mailings was extended by fourteen (14) days. There
14 was an adequate interval between notice and the deadline to permit Class Members to choose what
15 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
16 Members to participate in this hearing, and all Class Members and other persons wishing to be
17 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
18 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
19 Court determines that all Class Members who did not timely and properly submit a request for
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness of the Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal.App.4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 Parties during an all-day mediation before Tripper Ortman, an experienced mediator of wage and
26 hour class actions. There has been no collusion between the Parties in reaching the Settlement.

1 b. Plaintiffs and Class Counsel's investigation and discovery have been
2 sufficient to allow the Court and counsel to act intelligently.

3 c. Counsel for all Parties are experienced in similar employment class action
4 and PAGA litigation. Class Counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. No
6 objections were received. Four (4) requests for exclusion were received.

7 e. The participation rate was high. 8,437 Participating Class Members will be
8 mailed a settlement payment, representing 99.95% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

17 11. An award of \$650,000 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$34,321.04 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
21 lodestar and billing statement.

22 **Class Representative Service Payments**

23 12. The Agreement provides for a Class Representative Service Payments of not more
24 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
25 Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are reasonable in
26 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
27 effort in bringing and prosecuting this matter on behalf of the Class.

1 **Administration Expenses Payment**

2 13. The Administrator shall calculate and administer the payment to be made to the
3 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
4 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
5 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
6 Administrator has documented \$53,500 in fees and expenses, and this amount is reasonable in
7 light of the work performed by the Administrator.

8 **PAGA Penalties**

9 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
10 of \$50,000.00, which shall be allocated \$37,500.00 to the Labor & Workforce Development
11 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
12 Agreement pursuant to the PAGA and \$12,500.00 to be distributed to the Aggrieved Employees
13 and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
14 Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved
15 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
16 PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
17 employed by Defendants Banana Republic, LLC and The Gap, Inc. who were classified as non-
18 exempt retail store employees in the State of California at any time during the PAGA Period
19 (October 27, 2022 through July 4, 2025). Pursuant to Labor Code section 2699, the LWDA was
20 provided notice of the Agreement and these settlement terms and has not indicated any objection
21 thereto. The Court finds the PAGA Penalties to be reasonable.

22 **II.**

23 **ORDERS**

24 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

25 15. The Class is certified for the purposes of settlement only. The Class is defined as
26 follows:

27 All individuals who are or previously were employed by Defendants Banana
28 Republic, LLC and The Gap, Inc. who were classified as non-exempt retail store

1 employees in the State of California at any time during the Class Period (October
2 27, 2022 through July 4, 2025).

3 16. All persons who meet the foregoing definition are members of the Class, except for
4 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The four (4)
5 individuals who requested exclusion are: Riana Azevedo, Michael W. Bassett, Karla Pedroza
6 Orduna, and Shanell Walker.

7 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
8 best interest of the Class. Defendants shall fully fund the Gross Settlement Amount, and also fund
9 the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to
10 the Administrator no later than 35 days after the Effective Date. Individual Class Payments shall
11 not be mailed between October 23 through December 25. All checks for Individual Class
12 Payments and/or Individual PAGA Payments must be accompanied with a transmittal note
13 reminding recipients that the check is issued in connection with the settlement of this Action. The
14 cover letter must include a QR code and/or website URL directing employees to an electronic
15 version of the Class Notice.

16 18. Class Counsel are awarded attorneys’ fees in the amount of \$650,000 and costs in
17 the amount of \$34,321.04. Class Counsel shall not seek or obtain any other compensation or
18 reimbursement from Defendants, Plaintiffs or members of the Class.

19 19. The payment of Class Representative Service Payments in the amount of \$10,000
20 each to the Plaintiffs is approved.

21 20. The payment of \$53,500 to the Administrator for its fees and expenses is approved.

22 21. The PAGA Penalties of \$50,000.00 is approved and is to be distributed in
23 accordance with the Agreement.

24 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
25 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

26 23. Neither the Agreement nor this Settlement is an admission by Defendants, nor is
27 this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of
28 any wrongdoing by Defendants or that this Action is appropriate for class or representative

1 treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment,
2 the Agreement, nor any document referred to herein, nor any action taken to carry out the
3 Agreement is, may be construed as, or may be used as an admission by or against Defendants of
4 any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement,
5 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
6 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
7 Defendants. Notwithstanding these restrictions, Defendants may file in the Action or in any other
8 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
9 records on file in the Action as evidence of the Settlement to support a defense of *res judicata*,
10 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
11 Released Class Claims and/or Released PAGA Claims.

12 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
13 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
14 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
15 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
16 Class Members.

17 25. If the Agreement does not become final and effective in accordance with the terms
18 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
19 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
20 revert to their respective positions as of before entering into the Agreement, and expressly reserve
21 their respective rights regarding the prosecution and defense of this Action, including all available
22 defenses and affirmative defenses, and arguments that any claim in the Action could not be
23 certified as a class action and/or managed as a representative action.

24 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

25 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
26 Plaintiffs, and all members of the Class, shall take nothing in the Action.

1 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 28. Effective on the date when Defendants fully fund the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
6 release claims against all Released Parties, as follows:

7 (a) Plaintiffs and all Participating Class Members, on behalf of themselves and
8 their respective former and present representatives, agents, attorneys, heirs, administrators,
9 successors, and assigns, release Released Parties from the Released Class Claims. The "Released
10 Class Claims" are any and all claims that were alleged, or reasonably could have been alleged,
11 based on the facts and/or theories alleged in the Operative Complaint filed in the Action, as
12 amended, and/or PAGA Notice, as amended, which occurred during the Class Period during
13 employment in a non-exempt position in California. The Released Class Claims are all claims that
14 were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
15 Complaint which occurred during the Class Period during employment in a non-exempt position
16 in California, and expressly excluding all other claims including claims for vested benefits,
17 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
18 security, workers' compensation, and California class claims outside of the Class Period. For the
19 avoidance of doubt, this release extends to all claims that occurred during the Class Period that
20 Defendants failed to pay minimum, straight, and overtime wages for all time worked; failed to
21 properly calculate the regular rate of pay; failed to provide compliant meal periods or pay meal
22 premium payments when compliant meal periods were not provided; failed to provide compliant
23 rest breaks or pay rest premium payments when compliant rest breaks were not provided; failed to
24 provide accurate, itemized wage statements; failed to timely pay all wages owed every pay period
25 and upon separation of employment; failed to reimburse employees all reasonable and necessary
26 business expenses; failed to pay reporting time premium wages; failed to pay all sick pay wages;
27 failed to provide suitable seating; failed to maintain complete and accurate employment records;

1 engaged in unlawful business practices; and for alleged violations of Labor Code §§ 201, 202,
2 203, 204 *et seq.*, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5, 510, 512, 558, 1194, 1197,
3 1197.1, 1198, 2802, Business & Professions Code § 17200, *et seq.*, and California Code of
4 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and the applicable Wage Order(s).

5 (b) Plaintiffs, all Aggrieved Employees and the LWDA are deemed to release,
6 on behalf of themselves and their respective former and present representatives, agents, attorneys,
7 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
8 Claims. The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or
9 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
10 PAGA Notices, which occurred during the PAGA Period during employment in a non-exempt
11 position in California, and expressly excluding all other claims including claims for vested
12 benefits, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
13 social security, workers' compensation, and PAGA claims outside of the PAGA period. For the
14 avoidance of doubt, this release extends to all claims for civil penalties under PAGA that occurred
15 during the PAGA Period based on the allegations that Defendants failed to pay minimum, straight,
16 and overtime wages for all time worked; failed to properly calculate the regular rate of pay; failed
17 to provide compliant meal periods or pay meal premium payments when compliant meal periods
18 were not provided; failed to provide compliant rest breaks or pay rest premium payments when
19 compliant rest breaks were not provided; failed to provide accurate, itemized wage statements;
20 failed to timely pay all wages owed every pay period and upon separation of employment; failed
21 to reimburse employees all reasonable and necessary business expenses; failed to pay reporting
22 time premium wages; failed to pay all sick pay wages; failed to provide suitable seating; failed to
23 maintain complete and accurate employment records; engaged in unlawful business practices; and
24 for alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226, 226.7,
25 227.3, 233, 246, 246.5, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of
26 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B) and the applicable Wage Order(s).
27 Released PAGA Claims only release claims for civil penalties under PAGA as specified above.

1 Released PAGA Claims do not include individual wage-and-hour claims held by private plaintiffs,
2 including Aggrieved Employees in their individual capacities, for alleged unpaid wages, statutory
3 penalties, liquidated damages, attorney fees, and costs.

4 (c) Plaintiffs and their former and present representatives, agents, attorneys,
5 heirs, administrators, successors and assigns generally, release and discharge Released Parties
6 from the Plaintiffs' General Release, as fully set forth in the Agreement.

7 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
8 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
9 Administrator shall transmit the funds represented by such checks to the California Controller's
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
11 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

12 30. The Court hereby enters judgment in the entire Action as of the filing date of this
13 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
14 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
15 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
16 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

18
19 Dated: _____

20 _____
21 HON. BRUCE G. IWASAKI
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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