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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LAURA WEITZ and LAILA FAIZ, individuals, on behalf of themselves and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiffs,

vs.

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

Defendants.

CASE NO.: **23STCV19287**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: November 9, 2026
Hearing Time: 10:00 a.m.

Judge: Hon. Bruce G. Iwasaki
Dept: SS-11

Date Filed: April 17, 2023
Trial Date: Not set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on November 10, 2026, the Court entered the Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto as Exhibit #1.

Respectfully submitted,

Dated: November 16, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug, Esq.
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On November 16, 2026, I served the document(s) described as:

1. Notice of Entry of Judgment

X **BY ELECTRONIC SERVICE (via electronic service provider)**: I caused a copy of the document(s) referenced above to be electronically transmitted to Case Anywhere, an electronic filing/service provider at www.caseanywhere.com pursuant to the Court's Order governing the matter mandating electronic service. The transmission was reported as complete and without error to the following e-mail address(es):

ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
Menlo Park, CA 94025-1015
Jessica Perry
Scott Morrison
Katie Briscoe
Mariam Bicknell
Lauren Leibovitch
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Attorneys for Defendant

X **ONLINE TO THE LWDA**: I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on November 16, 2026, at La Jolla, California.

Kyle Nordrehaug

EXHIBIT #1

Electronically Received 09/28/2026 02:39 PM

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FILED
Superior Court of California
County of Los Angeles
11/10/2026
David W. Slayton, Executive Officer / Clerk of Court
By: P. Peggs Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

LAURA WEITZ and LAILA FAIZ, individuals, on behalf of themselves and on behalf of all persons similarly situated, and on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

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

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

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

I.

FINDINGS

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

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Los Angeles, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of One Million Nine Hundred and Fifty Thousand Dollars ($1,950,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

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

Notice to the Class

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

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

Fairness of the Settlement

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

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

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

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

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

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

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

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

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

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

Class Representative Service Payments

12. The Agreement provides for a Class Representative Service Payments of not more than $10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class Representative Service Payments in the amount of $~~10,000~~ $7,500 each to the Plaintiffs are reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

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

PAGA Penalties

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

II.

ORDERS

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

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

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

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

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

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

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

19. The payment of Class Representative Service Payments in the amount of ~~$10,000~~ $7,500 each to the Plaintiffs is approved.

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

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

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

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

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

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

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

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

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

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

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

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

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

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

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

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

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

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

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

Dated: 11/09/2026

HON. BRUCE G. IWASAKI
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA