



HAULK & HERRERA LLP

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May 11, 2026

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Marcie Montano (“**Plaintiff**”) with respect to Plaintiff’s claims against The Gap, Inc. (“**Defendant**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Plaintiff Marcie Montano began her employment with Defendant The Gap, Inc. in or about April 2018 and worked for approximately eight years, most recently as a Senior Technical Designer. Defendant classified Plaintiff as an exempt salaried employee.

Plaintiff’s primary duties were non-exempt in nature. She worked as an individual contributor and did not supervise employees or exercise independent authority over business policy. Her work consisted primarily of conducting garment fittings, measuring samples, entering data into Defendant’s PLM/Centric system, preparing fit comments, and communicating technical instructions to vendors. Plaintiff performed these tasks within



strict parameters dictated by Defendant's design vision, product standards, and pre-established fit specifications. She did not independently determine design direction or business strategy, but instead executed directives from management.

Plaintiff spent the majority of her time performing routine, production-level work, including data entry, measurements, fittings, and vendor communications. She regularly worked more than eight hours per day and forty hours per week, but Defendant did not pay overtime wages. Defendant also failed to provide compliant meal and rest periods, failed to reimburse necessary business expenses, and failed to provide accurate wage statements.

Plaintiff performed her job satisfactorily and received positive performance reviews throughout her employment, including as recently as March 31, 2026.

[REDACTED]

Upon her return on or about March 27, 2026, Defendant failed to timely respond to Plaintiff's accommodation request and did not complete the interactive process. While her request remained pending, Defendant increased Plaintiff's workload and expressed resistance to her reduced schedule.

[REDACTED] Plaintiff was informed on or about April 16, 2026 that her position was being eliminated. Her employment ended on April 30, 2026. Defendant terminated Plaintiff before resolving her accommodation request and under circumstances suggesting that her leave and need for accommodation were substantial motivating factors in the decision.

As a direct result of Defendant's conduct, Plaintiff suffered damages including unpaid wages, penalties, lost earnings, and emotional distress.

SUMMARY OF CLAIMS

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:

a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.



b) **Meal/Rest Breaks (Failure to Provide)**: Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

c) **Meal/Rest Breaks (Failure to Pay Premium Pay)**: Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.

d) **Failure to Pay Wages (Intervals)**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

e) **Wage Statement Violations**: Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

f) **Waiting Time Penalties**: Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

g) **Failure to Reimburse**: Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

h) **Violation of IWC Wage Order**: As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.



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Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: The Gap, Inc. - *via Certified Mail/Return Receipt Requested*