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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

BRENDA GARDNER, STEPHANIE  
WHITED, AND SARAH BOBBITT,

Plaintiffs,

v.

GAP, INC., a Delaware corporation,

Defendant.

Case No. 9910 10990

NOTICE OF PENDENCY AND  
SETTLEMENT OF CLASS ACTION

TO: All Former Oregon Gap, Inc. Employees (employees of all Gap, Baby Gap, and Gap Kids stores; Banana Republic stores; Old Navy stores; and Gap Outlet stores) whose Gap employment terminated on or after October 12, 1996 and on or before February 25, 2000.

You are entitled to receive a settlement payment if you were not paid your final wages from Gap, Inc. within the time required by Oregon law, and if you return the enclosed claim form within the deadline explained below. If you are not sure whether you received your final wages on time, return the enclosed claim form and the independent claims administrator will determine it for you.

NOTICE IS ALSO HEREBY GIVEN, pursuant to Rule 32 of the Oregon Rules of Civil

1 Procedure and an Order of the Circuit Court for the State of Oregon, Multnomah County (the  
2 "Court"), dated 3/9/00, that a hearing will be held in Courtroom 544 of the  
3 Multnomah County Courthouse, 1021 S.W. Fourth Avenue, Portland, Oregon, at 8:45 a.m., on  
4 April 28, 00, 2000 to determine:

5 Whether a proposed settlement of the above-entitled litigation, the terms of which are set forth  
6 in a Settlement Agreement filed with the Court, is fair, reasonable, adequate, and made in good faith.

### 7 SUMMARY OF LITIGATION AND PROPOSED SETTLEMENT

8 This class action was filed on October 12, 1999. Plaintiffs allege that certain Oregon former  
9 Gap, Inc. ("Gap") employees ("class members") were not timely paid earned wages as required by  
10 ORS 652.140. Defendant Gap denies that all of its former employees in Oregon did not receive final  
11 wages in the time period required by Oregon law. Gap agrees, however, to compensate any former  
12 employee who was not paid final wages in the time required by Oregon law.

13 Oregon law requires that a final paycheck is due as follows: (1) when an employee quits  
14 without notice, the final paycheck is due within five days (excluding Saturdays, Sundays, and  
15 holidays), or on the regular payday, whichever comes first; (2) when an employee has given at least  
16 48 hours of notice (excluding Saturdays, Sundays, and holidays), the paycheck is due on the final day  
17 worked. If the final day worked falls on a Saturday, Sunday or holiday, the paycheck is due not later  
18 than the end of the next business day; or (3) when the employer terminates the employee or when the  
19 termination is by mutual agreement, the paycheck is due no later than the end of the first business day  
20 after the termination.

21 The parties agree that an independent claims administrator will review all claims of former  
22 Gap employees who believe they were not paid their final wages within the time period required by  
23 Oregon law. Each claimant who timely submits a claim for a Settlement Payment, and who was not  
24 paid final wages within the time required by Oregon law, will be paid 100 percent of the statutory  
25 payment calculated in accordance with ORS 652.150. Claimants will not receive interest or any other  
26 costs.



1 number of the class member; and (iii) the signature of the Class Member.

2 **HOW TO CLAIM YOUR SETTLEMENT PAYMENT**

3 To claim any Settlement Payment, you must complete, sign and submit the accompanying  
4 proof of claim form and send it to:

5 Poorman-Douglas Corp.  
6 \_\_\_\_\_  
7 \_\_\_\_\_

8 To be considered, your proof of claim postcard must be completed and postmarked on or before  
9 June 22, 2000.

10 **CLASS MEMBER OBJECTIONS**

11 Any class member may object to the Settlement Agreement if, on or before \_\_\_\_\_,  
12 2000, the class member files with the Court notice of intention to appear (setting forth each objection  
13 and the basis therefor) and copies of any papers in support of the objection(s), and serves such papers  
14 on the following parties:

15 Steve D. Larson  
16 STOLL STOLL BERNE LOKTING & SHLACHTER, P.C.  
209 S.W. Oak Street, Fifth Floor  
Portland, OR 97204

17 Lisa M. Umscheid  
18 GARVEY, SCHUBERT & BARER  
Eleventh Floor  
19 121 S.W. Morrison Street  
Portland, OR 97204-3141

20 Objections will be considered at the hearing on April 28, 2000, at which class  
21 members who file timely objections will have the right to appear and be heard. Any class member  
22 who does not make his, her or its objection in the manner provided shall be deemed to have waived  
23 such objection and shall forever be foreclosed from making any objection to the fairness and  
24 adequacy or reasonableness of the proposed settlement.  
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