

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

ANASTASHA BARBA, JAMES ANDREWS,  
ANNA NEMYKINA AND BRENDA  
TRIPICCIO, on behalf of themselves and all  
others similarly situated,

Plaintiff,

v.

OLD NAVY, LLC, OLD NAVY (APPAREL,  
LLC, OLD NAVY HOLDINGS, LLC., GPS  
SERVICES, LLC, and THE OLD NAVY,  
INC.;

Defendants.

CGC-19-581937

**DETAILED NOTICE**

**IF YOU MADE ONE OR MORE IN-STORE OR ONLINE PURCHASES AT OLD NAVY OR OLD NAVY OUTLET STORE IN THE UNITED STATES, EXCLUDING PURCHASES MADE WHILE IN MISSOURI, BETWEEN NOVEMBER 12, 2015 AND DECEMBER 2, 2021, YOU MAY BE ELIGIBLE TO RECEIVE AN AWARD TO USE IN-STORE OR ONLINE WITH ANY OF THESE STORES IN THE FUTURE FOR FUTURE PURCHASES.**

*A CALIFORNIA COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.*

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of the State of California in the County of San Francisco (“Action”). If the Court gives final approval to the Settlement, Old Navy, LLC, Old Navy Apparel, LLC, Old Navy Holdings, LLC, GPS Services, LLC, and The Old Navy, Inc. (collectively “Old Navy” or “Defendants”) will provide, for each eligible Class Member (eligibility described below) one or more Settlement Purchase Certificates good for a purchase of merchandise online or in-store at in any Old Navy or an Old Navy Outlet store in the United States, for (i) \$5 or \$10 in Settlement Purchase Certificates to use for purchase(s) (no minimum purchase required) or discount off of a purchase(s), subject to the additional conditions explained later in this notice.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM</b>	<p>A Class Member who submits a timely and sufficient Claim Form (“Authorized Claimant”) shall be eligible to receive a Settlement Purchase Certificate.</p> <p>Visit the Settlement website at <a href="http://www.ONPricingSettlement.com">www.ONPricingSettlement.com</a> to obtain a Claim Form and instructions for submission.</p>	<p>Deadline: <b>May 31, 2022</b></p>
<b>EXCLUDE YOURSELF</b>	<p>If you exclude yourself from the Settlement, you will not be part of the Settlement nor will you be eligible to receive a Settlement Purchase Certificate. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against the defendants regarding the allegations in the Action ever again.</p>	<p>Deadline: <b>February 16, 2022</b></p>
<b>OBJECT</b>	<p>You may write to the Court about why you object to (<i>i.e.</i>, don’t like) the Settlement and think it shouldn’t be approved. Submitting an objection does not exclude you from the Settlement.</p>	<p>Deadline: <b>February 16, 2022</b></p>
<b>GO TO THE “FAIRNESS HEARING”</b>	<p>The Court will hold a “Fairness Hearing” to determine whether the Settlement should be finally approved as fair, reasonable and adequate, and to consider the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Named Plaintiffs’ request for incentive awards for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing. If you intend to speak at the Fairness Hearing, you must also submit a “Notice of Intention to Appear” indicating your intent to do so.</p>	<p>Hearing Date and Time: <b>March 16, 2022 at 9:30 a.m.</b></p>
<b>DO NOTHING</b>	<p>If you do nothing, you will remain part of the Settlement but will not receive a Purchase Certificate.</p> <p>You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.</p>	<p>N/A</p>

These rights and options—**and the deadlines to exercise them**—are explained in more detail below.

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

## WHAT THIS NOTICE CONTAINS

<b>BACKGROUND INFORMATION</b> .....	<b>4</b>
1.    Why did I get a notice?	
2.    What is this lawsuit about?	
3.    Why is this a class action?	
4.    Why is there a Settlement?	
5.    How do I know if I am part of the Settlement?	
6.    I'm still not sure if I am included.	
<b>THE PROPOSED SETTLEMENT</b> .....	<b>5</b>
7.    What relief does the Settlement provide to the Class Members?	
<b>HOW TO REQUEST A PURCHASE CERTIFICATE – SUBMITTING A CLAIM FORM</b> .....	<b>6</b>
8.    How can I get a Settlement Purchase Certificate?	
9.    When will I get my Settlement Purchase Certificate?	
<b>THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS</b> .....	<b>6</b>
10.   Do I have a lawyer in this case?	
11.   How will the lawyers be paid?	
12.   Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?	
<b>DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS</b> .....	<b>6</b>
13.   What am I giving up to obtain relief under the Settlement?	
<b>HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT</b> .....	<b>7</b>
14.   How do I exclude myself from the Settlement?	
<b>HOW TO OBJECT TO THE SETTLEMENT</b> .....	<b>7</b>
15.   How do I tell the Court that I disagree with the Settlement?	
16.   What is the difference between excluding myself and objecting to the Settlement?	
<b>FAIRNESS HEARING</b> .....	<b>8</b>
17.   What is the Fairness Hearing?	
18.   When and where is the Fairness Hearing?	
19.   May I speak at the hearing?	
<b>ADDITIONAL INFORMATION</b> .....	<b>8</b>
20.   How do I get more information?	
21.   What if my address or other information has changed or changes after I submit a Claim Form?	

## I. BACKGROUND INFORMATION

### 1. *Why did I get a notice?*

You received a notice because a Settlement has been reached in this Action. According to Defendant's available records you might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement (which defines certain capitalized terms used in this Notice), see Section 20 below.

### 2. *What is this lawsuit about?*

Plaintiffs Anastasha Barba, James Andrews, Anna Nemykina and Brenda Tripicchio (the "Named Plaintiffs") filed a lawsuit against Old Navy on behalf of themselves and all others similarly situated. The lawsuit alleges that Old Navy engaged in deceptive advertising by advertising false reference prices on merchandise in-store and online at Old Navy and Old Navy Outlet Stores in the United States.

Old Navy denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Old Navy further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Named Plaintiffs' claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

### 3. *Why is this a class action?*

In a class action lawsuit, one or more people called "Named Plaintiff(s)" (in this Action, Anastasha Barba, James Andrews, Anna Nemykina and Brenda Tripicchio) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The companies sued in this case, Old Navy, LLC, Old Navy (Apparel), LLC, Old Navy Holdings, LLC, GPS Services, Inc., and The Gap, Inc. are called the Defendants.

### 4. *Why is there a Settlement?*

The Named Plaintiffs have made claims against Old Navy. Old Navy denies that it has done anything wrong or illegal and admits no liability. The Court has not decided that the Named Plaintiffs or Old Navy should win this Action. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

## **5. *How do I know if I am part of the Settlement?***

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement:

**All United States citizens who made one or more purchases at an Old Navy Store or Old Navy Outlet Store or from the Old Navy website, excluding purchases made while in Missouri, between November 12, 2015 and December 2, 2021, the date of entry of the Preliminary Approval Order.**

## **6. *I'm still not sure if I am included.***

If you are still not sure whether you are included, you can write the Settlement Administrator for free help. The email address of the Settlement Administrator is [Info@ONPricingSettlement.com](mailto:Info@ONPricingSettlement.com) and the U.S. postal (mailing) address is Old Navy Settlement Administrator, 1650 Arch St., Suite 2210 Philadelphia, PA 19103.

## **II. THE PROPOSED SETTLEMENT**

## **7. *What relief does the Settlement provide to the Class Members?***

Old Navy has agreed to provide Class Members with a Settlement Purchase Certificate(s) good for purchase in an Old Navy Factory store. The number and amount of Settlement Purchase Certificate(s) available to each Class Member depends on the total of the Class Member's Qualifying Purchases made between November 12, 2015 and December 2, 2021.

A Class Member who submits a timely and sufficient Claim Form ("Authorized Claimant") shall be able to select the form of Settlement Purchase Certificate the Class Member believes he or she is eligible to receive on the Claim Form.

1. A Tier 1 Authorized Claimant is one who does not submit proof of Qualifying Purchase(s), or submits proof of Qualifying Purchase(s) that are less than \$90.00, with his or her timely and valid Claim Form. To each Tier 1 Authorized Claimant, Old Navy shall issue one (1) Settlement Purchase Certificate for \$5 for any purchase or off any purchase (no minimum purchase required).
2. Tier 2 Authorized Claimants: A Tier 2 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling \$90.00 or more and submits proof of such purchase(s) with their timely and valid Claim Form. To each Tier 2 Authorized Claimant, Old Navy shall issue two (2) Settlement Purchase Certificates for a total value of \$10 for any purchase or off any purchase (no minimum purchase required).

Settlement Purchase Certificates are single-use vouchers usable for the purchase of merchandise and will be valid for 1 year. No more than two of the Settlement Purchase Certificates can be used on a single transaction. The Settlement Purchase Certificates may be used on items that are on sale or otherwise discounted. The Settlement Purchase Certificates shall not be redeemable for cash, may not be used to purchase gift cards, will not be replaced if lost, stolen or damaged, and if there is any balance left after the single permitted use, the balance will be forfeited. The Settlement Purchase Certificates are transferable.

## HOW TO OBTAIN A SETTLEMENT PURCHASE CERTIFICATE-

### III. SUBMITTING A CLAIM FORM

#### 8. *How can I choose the Settlement Purchase Certificate(s) I want?*

In order to receive a Settlement Purchase Certificate, you must submit a completed Claim Form. A Claim Form is available at the following website: [www.ONPricingSettlement.com](http://www.ONPricingSettlement.com). The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by **May 31, 2022** or submit it online on or before 11:59 p.m. (Pacific) on [www.ONPricingSettlement.com](http://www.ONPricingSettlement.com).

#### 9. *When will I get my Settlement Purchase Certificate?*

As described in Sections 17 and 18, the Court will hold a hearing on **March 16, 2022** at 9:30 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can continue to monitor the progress of the case on the following website [www.ONPricingSettlement.com](http://www.ONPricingSettlement.com).

No Settlement Purchase Certificate will be issued prior to the expiration of the claim filing deadline, May 31, 2022.

Please be patient.

### IV. THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

#### 10. *Do I have a lawyer in this case?*

The Court has ordered that the law firm of DeNittis Osefchen Prince, P.C. ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 11. *How will the lawyers be paid?*

The Parties agree that Class Counsel shall seek an award of attorneys' fees and costs up to \$3,750,000 subject to approval by the Court. You will not be required to pay any attorneys' fees or costs. Please see Section 2.4 of the Settlement Agreement, available at [www.ONPricingSettlement.com](http://www.ONPricingSettlement.com), for additional details.

#### 12. *Will the Named Plaintiffs receive any compensation for their efforts in bringing this Action?*

The Named Plaintiffs will request an incentive award of up to \$2,500 each for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representatives, and the amount awarded will not reduce the benefits available to you under the Settlement.

### V. DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

#### 13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, you will be releasing your claims against Old Navy unless you exclude yourself from the Settlement. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Old Navy regarding the claims in

the Action. The Settlement Agreement, available on the website [www.ONPricingSettlement.com](http://www.ONPricingSettlement.com), contains the full terms of the release.

## VI. HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

### 14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter, email, facsimile or postcard stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than **February 16, 2022** to the Settlement Administrator at:

Class Action Opt-Outs  
ATTN: Old Navy Settlement  
PO Box 58220  
Philadelphia, PA 19102

You must timely request exclusion from the Class to be excluded and not receive a Settlement Purchase Certificate under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Old Navy based on the conduct complained of in the Action.

## VII. HOW TO OBJECT TO THE SETTLEMENT

### 15. *How do I tell the Court that I disagree with the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service awards to the Named Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must file a written objection with the Court and serve such objection on Class Counsel and Old Navy's Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) **February 16, 2022**.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Superior Court State of California County of San Francisco, 400 McAllister St. San Francisco CA 94102	Stephen P. DeNittis DeNittis Osefchen Prince, PC 5 Greentree Centre 525 Route 73 North, Suite 410 Marlton, NJ 08053	Joseph Duffy, Esq. Morgan, Lewis & Bockius LLP 300 South Grand Avenue 22 <sup>nd</sup> Floor Los Angeles, CA 90071

Any written objections should contain: (1) the name and case number of the Action; (2) your full name, address, and telephone number; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, the legal and factual arguments supporting the objection; (5) facts supporting your status as a Class Member (*e.g.*, either any unique identifier included by the Settlement Administrator in your notice, or the date and location of your relevant purchases); (6) your signature and the date; and (7) the following language immediately above the your signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement, the award of attorneys' fees and costs, or the proposed incentive awards to the Class Representatives. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must so inform the Parties and the Court on or before **February 16, 2022** by providing a "Notice of Intention to Appear" to the Court, Class Counsel, and Defendant's Counsel at the address listed above.

#### **16. *What is the difference between excluding myself and objecting to the Settlement?***

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

### **VIII. FAIRNESS HEARING**

#### **17. *What is the Fairness Hearing?***

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. You may attend, but you do not have to. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to the Named Plaintiffs. Class Counsel will file with the Court their motions for final approval of the Settlement no later than February 1, 2022 and for an award of attorneys' fees and costs and Class Representatives' incentive payments no later than February 1, 2022.

#### **18. *When and where is the Fairness Hearing?***

On **March 16, 2022** at **9:30 a.m.** (PST), a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Ethan P. Schulman., J.S.C. of the Superior Court of the State of California for the County of San Francisco, located at 400 McAllister St., San Francisco CA 94102. The hearing may be postponed to a different date or time or location without notice. Please check [www.ONPricingSettlement.com](http://www.ONPricingSettlement.com) for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

#### **19. *May I speak at the Fairness Hearing?***

At the Fairness Hearing, the Court will hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if you have timely and validly provided a Notice of Intention to Appear. If you have requested exclusion from the Settlement, you may not speak at the Fairness Hearing.

### **IX. ADDITIONAL INFORMATION**

#### **20. *How do I get more information?***

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and the operative complaint filed in the Action, please visit the Settlement website located at: [www.ONPricingSettlement.com](http://www.ONPricingSettlement.com). Alternatively, you may contact the Settlement Administrator at the email



address [info@ONPricingSettlement.com](mailto:info@ONPricingSettlement.com) or the U.S. postal (mailing) address: Old Navy Settlement Administrator, 1650 Arch St., Suite 2210, Philadelphia, PA 19103. This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit the Clerk's office at 400 McAllister Street, San Francisco, CA 94102. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

**21. *What if my address or other information has changed or changes after I submit a Claim Form?***

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

Old Navy Pricing Settlement Administrator  
1650 Arch St., Suite 2210  
Philadelphia, PA 19103

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**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.**

Dated:

By: Order of  
ETHAN P SCHULMAN.  
JUDGE OF THE SUPERIOR COURT