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14 Attorneys for Defendants
 HANESBRANDS INC. and
 15 SARA LEE CORPORATION

17 UNITED STATES DISTRICT COURT
 18 NORTHERN DISTRICT OF CALIFORNIA

20 TINA HOPSON, individually and on
 behalf of others similarly situated,

21 Plaintiff,

22 vs.

23 HANESBRANDS INC.; SARA LEE
 24 CORPORATION and Does 1 through 50,
 inclusive,

25 Defendants.

No. CV 08-0844 EDL

**STIPULATION AND [PROPOSED]
 ORDER RE: DISCOVERY OF NEW
 CLASS MEMBERS; POSTPONEMENT OF
 FINAL APPROVAL HEARING**

STIPULATION

1
2 Plaintiff Tina Hopson and defendants Hanesbrands Inc. and Sara Lee Corporation (collectively,
3 the “Parties”), acting through their respective counsel, hereby stipulate as follows:

4 1. In this class action, on August 8, 2008, the Court granted preliminary approval of the
5 Parties’ Settlement, approved the forms of Notice of Proposed Settlement of Class Action, Conditional
6 Certification of Settlement Class, Preliminary Court Approval of Settlement, and Hearing Date for Final
7 Court Approval; Claim Form and Consent to Join FLSA Action; and Election Not to Participate in
8 Settlement (the “Class Notice”) to be sent to the Class Members, and directed the Settlement
9 Administrator, Rust Consulting, Inc., to send out the Class Notice to the Class.

10 2. On September 5, 2008, the Settlement Administrator mailed the Class Notice to 209
11 Class Members identified by defendants.

12 3. Subsequently, two individuals who were not initially identified as Class Members
13 notified the Settlement Administrator that they believed that should have been included as Class
14 Members.

15 4. After defendants reviewed their personnel records, they discovered that these two
16 individuals, plus an additional six individuals, should have been included as Class Members and, due to
17 inadvertence, were not. With the addition of these individuals (the “new Class Members”), the total
18 number of Class Members is now 217. Defendants have re-checked their personnel records and they are
19 confident all Class Members have been identified. Defendants apologize to the Court and plaintiff for
20 their error.

21 5. Pursuant to section III.A.2 of the Settlement Agreement, due to the addition of 668.39
22 Work Weeks attributable to the eight New Class Members, the Maximum Settlement Amount now will
23 be increased by \$8,420.32, from \$400,000 to \$408,420.32.

24 6. The attorneys’ fees will increase proportionately, from \$100,000 to \$102,105.08. The
25 costs and expenses will not increase.

26 7. Because of the need to provide the Class Notice to the New Class Members and give
27 them the opportunity to opt out of the Settlement, object to or comment on the Settlement, and make
28 claims under the Settlement, the Parties have agreed to, and propose that the Court adopt, the following

1 revised schedule for final approval of the Settlement:

- 2 a. Within five court days after the Court enters an order adopting this stipulation,
3 defendants will mail supplemental CAFA notices reflecting the addition of the
4 eight New Class Members.
- 5 b. Within five court days after the Court enters an order adopting this stipulation, the
6 Settlement Administrator will mail the Class Notice (revised in accordance with
7 the Court's order on this stipulation) to the New Class Members. An exemplar of
8 the revised Class Notice is attached to this stipulation as Exhibit A.
- 9 c. The new Class Members will have 30 calendar days after mailing to respond to
10 the Class Notice. Class counsel will contact each new Class Member via
11 telephone within ten calendar days after the mailing to ensure he or she has
12 received the Class Notice and understands the deadline for acting upon it.
- 13 d. The Parties will file the Joint Motion for Final Approval, Settlement
14 Administrator's Declaration of Due Diligence, and Motion for Class
15 Representative Fee Payment and Class Counsel Fees and Expenses within ten
16 court days after the deadline for the new Class Members to respond to the Class
17 Notice, and notice it for hearing not fewer than 38 calendar days after filing.
- 18 e. Replies in support of the motions for final approval, approval for Class
19 Representative Fee Payment and Class Counsel Fees and Expenses Payment shall
20 be filed with the Court 14 calendar days before hearing on motions for final
21 approval.

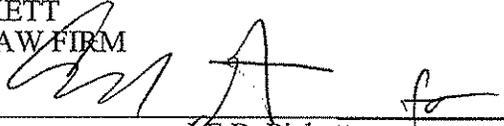
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1 8. The Settlement Administrator has communicated that there will be no additional costs or
2 fees for mailing the additional Class Notices beyond the initial estimate.

3
4 Dated: December 2, 2008

EDWARD J. WYNNE
J.E.B. PICKETT
WYNNE LAW FIRM

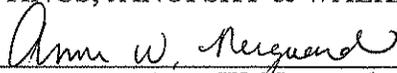
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6 By: _____


J.E.B. Pickett
Attorneys for Plaintiff TINA HOPSON

7
8 Dated: December 2, 2008

M. KIRBY C. WILCOX
JEFFREY D. WOHL
ANNE W. NERGAARD
PAUL, HASTINGS, JANOFSKY & WALKER LLP

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10 By: _____


Anne W. Nergaard
Attorneys for Defendants
HANESBRANDS INC. and SARA LEE
CORPORATION

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ORDER

On the stipulation of the Parties, and good cause appearing therefor,
IT IS SO ORDERED.

Dated: December 3 2008.



EXHIBIT A

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TINA HOPSON, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

HANESBRANDS INC.; SARA LEE
CORPORATION and Does 1 through 50,
inclusive,

Defendants.

No. CV 08-0844 EDL

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION, CONDITIONAL
CERTIFICATION OF SETTLEMENT
CLASS, PRELIMINARY COURT
APPROVAL OF SETTLEMENT, AND
HEARING DATE FOR FINAL COURT
APPROVAL**

1 TO: (1) ALL FULL-TIME SERVICE ASSOCIATES WHO WORKED FOR
2 HANESBRANDS INC. ("HANESBRANDS") IN THE STATE OF
3 CALIFORNIA AT ANY TIME FROM MAY 22, 2003, TO
4 SEPTEMBER 1, 2007.

5 (2) ALL FULL-TIME SERVICE ASSOCIATES WHO WORKED FOR
6 HANESBRANDS ANYWHERE IN THE UNITED STATES OTHER
7 THAN THE STATE OF CALIFORNIA AT ANY TIME FROM
8 (A) MAY 22, 2001, TO SEPTEMBER 1, 2007, IF THE PERSON
9 WORKED IN THE STATE OF NEW YORK OR THE
10 COMMONWEALTH OF MASSACHUSETTS; (B) MAY 22, 2002,
11 TO SEPTEMBER 1, 2007, IF THE PERSON WORKED IN THE
12 COMMONWEALTH OF KENTUCKY; (C) MAY 22, 2003, TO
13 SEPTEMBER 1, 2007, IF THE PERSON WORKED IN THE STATE
14 OF FLORIDA OR THE STATE OF TEXAS; OR (D) MAY 22, 2004,
15 TO SEPTEMBER 1, 2007, IF THE PERSON WORKED IN ANY
16 OTHER STATE.

17 (3) ALL PART-TIME SERVICE ASSOCIATES WHO WORKED FOR
18 HANESBRANDS IN THE STATE OF CALIFORNIA AT ANY
19 TIME FROM MAY 22, 2004, TO SEPTEMBER 1, 2007.

20 PLEASE READ THIS NOTICE CAREFULLY, IT MAY AFFECT YOUR LEGAL
21 RIGHTS TO CLAIM ADDITIONAL COMPENSATION WHILE EMPLOYED BY
22 HANESBRANDS.

23 IF YOU WISH TO CLAIM YOUR SHARE OF THE SETTLEMENT, YOU MUST
24 COMPLETE AND RETURN TO THE SETTLEMENT ADMINISTRATOR YOUR
25 CLAIM FORM AND CONSENT TO JOIN FLSA COLLECTIVE ACTION ON
26 OR BEFORE [REDACTED].

27 IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU
28 MUST COMPLETE AND RETURN YOUR COMPLETED ELECTION FORM
ON OR BEFORE [REDACTED], OR ELSE YOU WILL BE BOUND BY THE
SETTLEMENT.

IF YOU WISH TO COMMENT ON OR OBJECT TO THE SETTLEMENT, YOU
MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.

ENCLOSED WITH THIS NOTICE IS A CLAIM FORM AND CONSENT TO
JOIN FLSA COLLECTION ACTION WHICH SETS FORTH (ACCORDING TO
HANESBRANDS' RECORDS) YOUR NUMBER OF WORK WEEKS WITHIN
THE CLASS PERIOD AND, BASED ON THOSE WORK WEEKS AND
CERTAIN ASSUMPTIONS EXPLAINED BELOW, AN ESTIMATE OF YOUR
SETTLEMENT SHARE. YOUR ACTUAL SETTLEMENT SHARE MAY BE
HIGHER OR LOWER THAN SHOWN. PLEASE REVIEW THE
INFORMATION ABOUT YOUR WORK WEEKS IN THE CLAIM FORM TO
CONFIRM THAT IT IS ACCURATE.

Pursuant to the order of the United States District Court for the Northern District of California
(the "Court") entered on August 8, 2008, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed settlement (the "Settlement") has been reached between plaintiff Tina Hopson

1 (“Plaintiff”) and defendants Hanesbrands Inc. and Sara Lee Corporation (“Defendants”) in the class
2 action pending in the Court brought on behalf of the individuals described above (the “Class” or “Class
3 Members”). The Court has preliminarily approved the Settlement and conditionally certified the Class
4 for purposes of the Settlement only. You have received this notice because Defendants’ records indicate
5 that you are a member of the Class. This notice is designed to inform you of how you can make a claim
6 under the Settlement, comment on or object to the Settlement, or elect not to participate in the
7 Settlement. This Settlement releases claims under the federal Fair Labor Standards Act (“FLSA”) and
8 various state wage-and-hour laws. If the Settlement is finally approved by the Court, but if you do not
9 timely complete and submit a Claim Form, you will not share in the Settlement proceeds; if you do not
10 timely complete and submit an Exclusion Form, the Settlement will be binding upon you, even if you
11 object to the Settlement.

12 **1. BACKGROUND OF THE CASE**

13 On May 22, 2007, Plaintiff commenced this action against Defendants alleging that Defendants
14 violated various provisions of the California Labor Code.

15 Specifically, Plaintiff alleged that Defendants misclassified Plaintiff and the class she proposed
16 as exempt under California wage-and-hour laws and, on that basis, failed to pay Plaintiff and the
17 proposed class for overtime wages, to provide them with meal periods and rest breaks, to timely pay
18 Plaintiff and the proposed class their wages, and to provide them with correctly itemized wage
19 statements. Plaintiff also alleged that with regard to such matters, Defendants engaged in unfair
20 competition in violation of California Business and Professions Code section 17200 *et seq.* Plaintiff also
21 sought civil penalties (“PAGA Penalties”) for the violations of the California Labor Code she alleged
22 pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et*
23 *seq.* Plaintiff subsequently amended the complaint to add a cause of action under the FLSA, 29 U.S.C. §
24 201 *et seq.*, and sought to pursue a collective action under the FLSA on behalf of a nationwide class of
25 full-time Service Associates.

26 Defendants deny Plaintiff’s material allegations. Defendants maintain that the Court should not
27 certify the collective action proposed by Plaintiff, that Plaintiff and the members of the collective action
28 she proposes were properly classified as exempt under the FLSA, and that Defendants bore no liability

1 to Plaintiff and the members of the collective action she proposed; and raised other defenses.

2 After good-faith negotiations presided over by a private mediator on April 8, 2008, Plaintiff and
3 Defendants agreed to settle the action pursuant to the terms and conditions of the Settlement.

4 The Settlement represents a compromise and settlement of highly disputed claims. Nothing in
5 the Settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims
6 in the action have merit or that it has any liability to Plaintiff or the Class on those claims.

7 Plaintiff and Defendants, and their counsel, have concluded that the Settlement is advantageous,
8 considering the risks and uncertainties to each side of continued litigation. They have further
9 determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class
10 Members.

11 As a Class Member, you will share in the Settlement proceeds if you submit a valid and timely
12 Claim Form. Regardless of whether you submit a Claim Form, you will be bound by the Settlement
13 unless you elect not to participate by timely filing an Election Not to Participate in Settlement.

14 2. SUMMARY OF THE SETTLEMENT

15 The Settlement provides for the following:

16 a. Who is included in the Settlement?

17 You are included in the Settlement if you meet all of the conditions set forth in the beginning of
18 this notice. It is estimated that there are approximately 217 members of the Class.

19 b. What will I receive from the Settlement?

20 Under the Settlement, Defendants will pay \$408,420.32. Defendants will pay to each Claimant
21 an amount that is the percentage (rounded up or down to the nearest two-digit decimal) that is equal to
22 (i) that Claimant's total number of work weeks divided by (ii) the total number of work weeks of all
23 Claimants, multiplied by the Net Settlement Amount. No Claimant will receive less than \$200. Each
24 work week worked by Claimants who were full-time Service Associates employed by Defendants in
25 California will be multiplied by 1.5 and rounded up or down to the nearest two-digit decimal. This is
26 because there are additional remedies available under California law for the claims asserted on behalf of
27 full-time Service Associates. Each work week worked by Claimants who were part-time Service
28 Associates employed by Defendants in California will be multiplied by 0.5 and rounded up or down to

1 the nearest two-digit decimal. This is because part-time Service Associates worked fewer hours on
2 average than full-time Service Associates and were paid on an hourly basis. The total number of work
3 weeks for all Claimants will exclude an estimated two weeks of vacation per year and periods of leaves
4 of absence.

5 The Net Settlement Amount means \$408,420.32 less (i) the awarded Class Representative's
6 Payment (for which Plaintiff will seek \$5,000); (ii) the awarded Class Counsel's Fees and Expenses (for
7 which Class Counsel will seek \$114,605.08); (iii) the payment to the LWDA of \$1,500; and (iv) the
8 Settlement Administrator's reasonable fees and expenses.

9 **c. When will I receive my Settlement Share?**

10 The Settlement Shares and other amounts will be paid after final court approval of the Settlement
11 and after all rights to appeal or review are exhausted or any appeal or review has been resolved in favor
12 of the Settlement.

13 **d. How do I exclude myself from the Settlement?**

14 You may be excluded from the Settlement if you complete and submit by the deadline an
15 Election Not to Participate in Settlement that is provided with this notice and in accordance with the
16 conditions for submitting that Election. If you do not complete and timely submit an Election Not to
17 Participate, you will be bound by the Settlement even if you object to the Settlement.

18 **e. How do I dispute information in my Settlement Share Statement?**

19 (1) The Court has appointed Rust Consulting, Inc. to act as an independent
20 Settlement Administrator and to resolve any dispute concerning the calculation of a Class Member's
21 entitlement to a Settlement Share.

22 (2) Enclosed with this notice is your Claim Form and Consent to Join FLSA
23 Collective Action which sets forth (according to Defendants' records) your number of work weeks
24 within the class period and an estimate of your Settlement Share assuming that the Court finally
25 approves the Settlement; all Class Members make claims; and the Court approves the amounts sought
26 for the Class Representative Payment, the Class Counsel Fees and Expenses Payment, and the payment
27 to the LWDA. Your actual Settlement Share may end up being higher or lower than estimated.

28 (3) If you disagree with the information shown on your Claim Form about

1 your work weeks, you must ask the Settlement Administrator to resolve the matter. In order to do so,
2 you must communicate, in writing, to the Settlement Administrator by the deadline the fact of the
3 dispute and the basis for your contention that you worked a different number of work weeks (including
4 any documentary evidence that you may have to support your contention). In the event of such a
5 dispute, Defendants will manually review their payroll and personnel records to verify the correct
6 number of your work weeks. Defendants' records will have a rebuttable presumption of correctness.
7 After consultation with you, Class Counsel, and Defendants, the Settlement Administrator will make a
8 determination of the number of your work weeks and that determination will be final, binding on you
9 and Defendants, and non-appealable.

10 f. **What claims are being released as part of the Settlement?**

11 (1) As of the date that the Settlement is finally approved, each Class Member
12 who was a full-time Service Associate releases Defendants and their former and current parents,
13 subsidiaries, and affiliated corporations, and each entity's officers, directors, employees, partners,
14 shareholders and agents, and any other successors, assigns, or legal representatives, from any and all
15 wage-and-hour claims, rights, demands, liabilities and cause of action of every nature and description,
16 whether known or unknown, arising under state law (including but not limited to the California Labor
17 Code and Industrial Welfare Commission Wage Orders), including, without limitation, statutory,
18 constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties (including
19 but not limited to PAGA Penalties), liquidated damages, punitive damages, interest, attorney fees,
20 litigation costs, restitution, or equitable relief, based on the failure to pay any type of overtime wages,
21 the failure to provide meal and rest periods, the failure to provide proper wage statements, or the failure
22 to provide wages at the proper frequency or in a timely manner on the basis that the Class Member was
23 classified as exempt under state or federal law arising from or related to the allegations in the action.

24 (2) As of the date of that the Settlement is finally approved, each Class
25 Member who completes and returns to the Settlement Administrator a Claim Form and Consent to Join
26 FLSA Collective Action releases Defendants and their former and current parents, subsidiaries, and
27 affiliated corporations, and each entity's officers, directors, employees, partners, shareholders and
28 agents, and any other successors, assigns, or legal representatives, from any and all applicable federal

1 wage-and-hour claims, rights, demands, liabilities and cause of action of every nature and description,
2 whether known or unknown, pursuant to the FLSA.

3 (3) As of the date that the Settlement is finally approved, each Class Member
4 who was a part-time Service Associate releases Defendants and their former and current parents,
5 subsidiaries, and affiliated corporations, and each entity's officers, directors, employees, partners,
6 shareholders and agents, and any other successors, assigns, or legal representatives, from any and all
7 wage-and-hour claims, rights, demands, liabilities and cause of action of every nature and description,
8 whether known or unknown, including, without limitation, statutory, constitutional, contractual or
9 common law claims for wages, damages, unpaid costs, penalties (including PAGA Penalties), liquidated
10 damages, punitive damages, interest, attorney fees, litigation costs, restitution, or equitable relief, based
11 on the failure to pay any type of overtime wages, the failure to provide meal and rest periods, the failure
12 to provide proper wage statements, and the failure to provide wages at the proper frequency or in a
13 timely manner arising from or related to the allegations in the action.

14 (4) By granting their respective releases of claims, Class Members who worked
15 for Defendants in California release all claims encompassed by their releases, whether known or
16 unknown by them, and regardless of whether they later discover facts in addition to or different from
17 those that they now know or believe to be true with respect to the subject matter of their releases.
18 Therefore, they expressly waive and relinquish the provisions, rights and benefits of section 1542 of the
19 California Civil Code, which reads:

20
21 A general release does not extend to claims which the creditor does not know or
22 suspect to exist in his or her favor at the time of executing the release, which if
23 known by him or her must have materially affected his or her settlement with the
24 debtor.

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27 g. **Class Representative Payment.**

28 In addition to her share as a Class Member, Plaintiff will seek approval from the Court for
payment of \$5,000 for her services as Class Representative. This payment will be made by Defendants
out of the Settlement.

h. **Class Counsel Fees and Expenses Payment.**

1 As part of the final approval hearing, Wynne Law Firm will request \$102,105.08 (or one-quarter
2 of the Settlement) for their attorneys' fees in connection with their work in this case and \$12,500 in
3 reimbursement of their litigation costs and expenses that were advanced in connection with the action.
4 Class Members are not personally liable for any fees and costs. These amounts constitute full and
5 complete compensation for all legal fees and litigation costs and expenses of all Class Counsel,
6 including costs and expenses resulting from experts and other vendors retained by Class Counsel in
7 connection with the litigation and all work done through the completion of the litigation, whatever date
8 that may be. Class Members will not be required to pay Class Counsel for any other attorneys' fees or
9 litigation costs or expenses out of their own pockets if the Settlement Agreement and the fee request are
10 finally approved by the Court. Class Counsel's attorneys' fees and litigation costs and expenses as
11 approved by the Court will be paid out of the Settlement. Class Members, Class Counsel, and the Class
12 Representative are not liable for payment of attorneys' fees and litigation costs and expenses incurred by
13 Defendants and no such payments will be made to Defendants or their counsel from the Settlement.

14 i. **Payment to LWDA.**

15 The parties have agreed that the LWDA will be paid \$1,500 out of the Settlement as the
16 LWDA's share of the settlement of penalties.

17 j. **Costs of Administration.**

18 Defendants will pay the reasonable costs of administering the settlement, including the
19 Settlement Administrator's fees and expenses, out of the Settlement.

20 **3. PLAINTIFF AND CLASS COUNSEL SUPPORT THE SETTLEMENT.**

21 Plaintiff as Class Representative and Class Counsel support the Settlement. Their reasons
22 include the risk of denial of class certification, the risk of an unsuccessful outcome on the merits of
23 Plaintiff's claims, and the inherent delays and uncertainties associated with litigation. Based on their
24 experience litigating similar cases, Class Counsel believe that further proceedings in this case, including
25 a trial and probable appeals, would be very expensive and protracted. No one can confidently predict
26 how the various legal questions at issue, including the amount of damages, would ultimately be
27 resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, Class
28 Counsel believes that the Settlement is fair, reasonable, and adequate.

1 **CLASS COUNSEL**

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3 J.E.B. Pickett
4 Wynne Law Firm
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6 Greenbrae, California 94904
7 Telephone: (415) 461-6400
8 Facsimile: (415) 461-3900
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10 E-mail: jebpickett@wynnelawfirm.com

DEFENDANTS' COUNSEL

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Email: kirbywilcox@paulhastings.com
E-mail: jeffwohl@paulhastings.com
E-mail: annenergaard@paulhastings.com

8 **DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL.**

9 Any written comment or objection and/or notice of your intent to appear at the hearing must state
10 each specific reason in support of your comment or objection and any legal support for each objection.
11 Your written comment or objection and/or notice of your intent to appear at the hearing must also state
12 your full name, address, the last 4 digits of your Social Security Number, and the dates of your
13 employment at Hanesbrands Inc.

14 To be valid and effective, the Court and Counsel must receive any written comments or
15 objections and/or notices of intent to appear at the hearing not later than [REDACTED], unless the Court
16 orders otherwise. A Class Member who fails to file and serve a written objection in the manner
17 described above and by the specified deadline will be deemed to have waived any objections and will be
18 foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

19 **d. Disputing the Number of Work Weeks on Your Claim Form.**

20 If you dispute the number of work weeks on your Claim Form, state on the form what you
21 contend is your correct number of work weeks and mail or fax the corrected Claim Form with any
22 documentation you have to support your correction to the Settlement Administrator at:

23 Hanesbrands Wage-and-Hour Settlement Administrator



26 **e. Excluding Yourself from the Settlement.**

27 If you do not wish to participate in the Settlement, you must complete the enclosed form of
28

1 Election Not to Participate in Settlement (“Election Not to Participate”). The Election Not to Participate
2 must be completed, signed by you, dated and returned to the Settlement Administrator by not later than -

3 [REDACTED]. A Class Member who fails to submit an Election Not to Participate by the deadline
4 specified above will be bound by all terms and conditions of the Settlement, if the Settlement is
5 approved by the Court, and the Judgment, regardless of whether he or she has objected to the Settlement.

6 Any person who files a complete and timely Election Not to Participate will, upon receipt, no
7 longer be a member of the Settlement Class and will not be eligible to receive a share of the Settlement.
8 Any such person, at his or her own expense, may pursue any claims he or she may have against
9 Defendants, their affiliates, predecessors, or acquired companies.

10 Send your Election Not to Participate in Settlement to the Settlement Administrator at the
11 following address:

12 Hanesbrands Wage-and-Hour Settlement Administrator
13 [REDACTED]
14 [REDACTED]

15 **5. FINAL SETTLEMENT APPROVAL HEARING**

16 The Court will hold a final approval hearing on [REDACTED], 2009, at 9:00 a.m. in Courtroom E of
17 the United States District Court for the Northern District of California, 450 Golden Gate Avenue, 15th
18 Floor, San Francisco, California 94102, to determine whether the settlement should be finally approved
19 as fair, reasonable, and adequate. The Court will also be asked to approve the requests for the Class
20 Representative Payment and the Class Counsel Fees and Expenses Payment.

21 The hearing may be postponed without further notice to the Class. **It is not necessary for you**
22 **to appear at this hearing. If you have given notice of your objection to the settlement, you may**
23 **appear at the hearing at your option so long as you have filed a notice of intent to appear by**
24 [REDACTED].

25 **6. GETTING MORE INFORMATION**

26 The above is a summary of the basic terms of the Settlement. For any questions you may have,
27 you may contact Class Counsel at the contact information listed above. For the precise terms and
28 conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on

1 file with the Clerk of the Court. The pleadings and other records in this litigation including the
2 Settlement Agreement, may be examined (i) online on through the Public Access to Court Electronic
3 Resources system, known as "PACER," at <http://ecf.cand.uscourts.gov>, or (ii) in person at the Office of
4 the Clerk at the United States Federal Court at 450 Golden Gate Avenue, San Francisco, California
5 94102 between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays,
6 or you may contact Class Counsel or the Settlement Administrator. **PLEASE DO NOT TELEPHONE**
7 **THE COURT OR DEFENDANTS' COUNSEL FOR INFORMATION REGARDING THIS**
8 **SETTLEMENT OR THE CLAIM PROCESS!**

9 Dated: **INSERT DATE**.

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Elizabeth D. Laporte
United States Magistrate Judge
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TINA HOPSON, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

HANESBRANDS INC.; SARA LEE
CORPORATION and Does 1 through 50,
inclusive,

Defendants.

No. CV 08-0844 EDL

**CLAIM FORM AND CONSENT TO JOIN
FLSA COLLECTIVE ACTION**

CLAIM FORM AND CONSENT TO JOIN FLSA ACTION
U.S.D.C., N.D. Cal., No. CV 08-0844 EDL

1 **CLAIM FORM AND CONSENT TO JOIN FLSA COLLECTIVE ACTION**

2 **IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT OF *HOPSON V.***
3 ***HANESBRANDS INC. ET AL.*, DATE AND SIGN THIS CLAIM FORM UNDER PENALTY OF**
4 **PERJURY (AT THE BOTTOM OF THE PAGE) AND MAIL IT, POSTMARKED NOT LATER**
5 **THAN [REDACTED], TO:**

6 Hanesbrands Wage-and-Hour Settlement Administrator

7 _____
8 _____
9 _____

10 **PERSONAL INFORMATION FOR**
11 **CLASS MEMBER RECEIVING THIS NOTICE**

12 **Name:** _____

13 **Mailing address:** _____

14 **(If desired:) Provide telephone number and**
15 **e-mail address to facilitate contact:** _____

16 **Hanesbrands employee identification number:** _____

17 **No. of work weeks worked during class period**
18 **(if full-time Service Associate in**
19 **California: 05/22/03-09/01/07; if full-time**
20 **Service Associate outside of California:**
21 **05/22/04-09/01/07; if part-time Service**
22 **Associate in California, 05/22/04-**
23 **09/01/07):** _____

24 **Estimated Settlement Share:** _____ *

25 * Note: Your estimated Settlement Share is calculated under the assumption that the Court finally
26 approves the Settlement; all Class Members participate and submit claims; and the Court
27 approves the amounts sought for the Class Representative Payment, the Class Counsel Fees and
28 Expenses Payment, the Settlement Administrator Payment, and the payment to the Labor
Workforce Development Agency of the State of California. Your actual Settlement Share may
end up being higher or lower than estimated.

29 **IF ANY OF THE INFORMATION SHOWN ABOVE ABOUT YOUR EMPLOYMENT WITH**
30 **HANESBRANDS IS INCORRECT, PLEASE SO INDICATE BELOW. IF YOU ARE**
31 **DISPUTING YOUR NUMBER OF WORK WEEKS, STATE WHAT YOU BELIEVE TO BE**
32 **THE CORRECT NUMBER OF WORK WEEKS AND ATTACH ANY DOCUMENTATION**
33 **THAT SUPPORTS YOUR CONTENTION. NOTE: BY SUBMITTING A DISPUTE ABOUT**
34 **YOUR WORK WEEKS, YOU ARE AUTHORIZING THE SETTLEMENT ADMINISTRATOR**
35 **TO REVIEW HANESBRANDS' RECORDS AND MAKE A DETERMINATION BASED ON**
36 **HANESBRANDS' RECORDS AND THE RECORDS YOU SUBMIT. THIS DETERMINATION**
37 **MAY INCREASE OR DECREASE THE VALUE OF YOUR SHARE OF THE SETTLEMENT**

38 CLAIM FORM AND CONSENT TO JOIN FLSA ACTION
U.S.D.C., N.D. Cal., No. CV 08-0844 EDL

1 ALL SUCH DETERMINATIONS BY THE SETTLEMENT ADMINISTRATOR ARE FINAL
2 AND BINDING WITH NO OPPORTUNITY FOR FURTHER APPEAL.

Corrected Information	
Corrected name	_____
Corrected mailing address	_____ _____
Corrected Hanesbrands employee identification number <u>or</u> last four digits of Social Security number	_____
Corrected number of work weeks (include any supporting documentation)	_____

11 I declare as follows:

12 1. I received, read, and understand the Notice of (1) Proposed Class Action Settlement and
13 (2) Final Settlement Approval Hearing in this action (the "Notice"). I wish to receive my share of the
14 proposed Settlement.
15

16 2. The information set forth, as corrected by me (if corrected) concerning my employment
17 with Hanesbrands Inc. is true and correct.

18 3. I understand that, in signing this form, I (a) consent to join this collective action pursuant
19 to section 16(b) of the Fair Labor Standards Act, 29 U.S.C. § 216(b); (b) consent to release all of the
20 state and federal claims as described in the Notice (see § 2(f) at pages [redacted]) of the Notice (and also stated
21 in full in the Settlement (see § III.G at page [redacted])); (c) consent to the jurisdiction of the U.S. District Court
22 for the Northern District of California presiding over this case; and (d) authorize Class Counsel to act on
23 my behalf in all matters relating to this action, including the settlement of my claims.

24 I declare under penalty of perjury under the laws of the United States that the foregoing is true
25 and correct and was executed on _____, 200_, at _____(City),
26 _____(State).

27 _____
(Signature)

28 _____
(Typed or Printed Name)

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TINA HOPSON, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

HANESBRANDS INC.; SARA LEE
CORPORATION and Does 1 through 50,
inclusive,

Defendants.

No. CV 08-0844 EDL

**ELECTION NOT TO PARTICIPATE IN
SETTLEMENT**

ELECTION NOT TO PARTICIPATE
U.S.D.C., N.D. Cal., No. CV 08-0844 EDL

1
2 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT,**
3 **DO NOT FILL OUT THIS FORM.**

4 **ONLY IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST**
5 **SIGN THIS DOCUMENT, AND MAIL THE DOCUMENT TO THE ADDRESS BELOW,**
6 **POSTMARKED NOT LATER THAN _____.**

7 **THE COMPLETED DOCUMENT MUST BE MADE VIA REGISTERED OR CERTIFIED**
8 **MAIL, WITH RETURN RECEIPT REQUESTED, TO:**

9 Hanesbrands Wage-and-Hour Settlement Administrator
10 

11 I declare as follows:

12 I am or was employed by Hanesbrands Inc. as a full-time or part-time Service Associate. I have
13 received notice of the proposed settlement in this action and I wish to be excluded from the class and *not*
14 to participate in the proposed settlement. I understand this means that I will not be bound by the
15 settlement and also will not share in the settlement proceeds.

16 I make this declaration under penalty of perjury under the laws of the United States of America.

17 Dated: _____, 200_.

18 _____
(Signature)

19 _____
(Typed or Printed Name)

20 _____
(Address)

21 _____
(City, State, Zip Code)

22 _____
(Telephone Number, Including Area Code)

23 _____
(Hanesbrands employee identification number or
24 last four digits of Social Security number)

25
26
27
28 ELECTION NOT TO PARTICIPATE
U.S.D.C., N.D. Cal., No. CV 08-0844 EDL