

## AMENDMENT TO THE AGREEMENT OF SETTLEMENT AND RELEASE

**THIS AMENDMENT TO THE AGREEMENT OF SETTLEMENT AND RELEASE (“Amendment”)** is entered into by and between plaintiffs Laurie Munning, Michael Pallagrosi, Caron Coladonato and Carmen Andrews, individually, and in their representative capacity on behalf of all others similarly situated (collectively “Plaintiffs”), on the one hand, and Defendants The Gap, Inc., Gap (Apparel) LLC, Gap International Sales, Inc., Banana Republic LLC, and Banana Republic (Apparel) LLC (collectively “Gap” or “Defendants”), on the other (collectively referred to as the “Parties” or singularly “Party”) to effect the settlement set forth herein, subject to Court approval.

WHEREAS, the Parties wish to amend the Settlement Agreement Release entered into on January 29, 2019 (“Settlement Agreement”) as provided below:

NOW, THEREFORE, the Plaintiffs (for themselves and the Settlement Class Members) and Defendants, by and through undersigned attorneys of record who are duly authorized to enter into this Amendment on behalf of their respective clients, hereby agree as follows:

1. Section 1.27 of the Settlement Agreement is amended as follows:

1.27 As used herein, the term “**Publication Notice**” means the legal notice summarizing the proposed Agreement terms, as approved by Class Counsel, Defendants’ Counsel, and the Court, to be provided to Class Members under Section 3.3 via publication through an internet and social media banner campaign throughout the United States. This Publication Notice will be substantially similar to the form attached as **Exhibit D**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. The Publication Notice will be published on multiple dates within thirty (30) calendar days after entry of the Preliminary Approval Order.

2. Section 2.3 of the Settlement Agreement is amended as follows:

2.3. **Distribution.** On February 12, 2020, the Claims Administrator shall distribute the Settlement Purchase Certificates to Claimants via the email or address designated on their Claim Form. At the discretion of the Claims Administrator, should more time be needed to perform Distribution the Claims Administrator may extend such period an additional 30 days.

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**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED:

Dated: 5/22/19

**DENITTIS OSEFCHEN PRINCE, PC**

  
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Stephen DeNittis  
Counsel for Plaintiffs

And

Todd M. Friedman, Esquire  
Law Offices of Todd M. Friedman, P.C.  
21550 Oxnard St., Ste 780  
Woodland Hills, CA 91367  
Counsel for Plaintiffs

and

Daniel M. Hattis, Esquire  
HATTIS LAW, PLLC  
1134 Crane Street, #216  
Menlo Park, CA 94025  
Counsel for Plaintiffs

Dated: 5/22/19

**MORGAN, LEWIS & BOCKIUS LLP**

  
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Joseph Duffy  
Counsel for Defendants