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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

ANNA HERNANDEZ and LEBRADO
MADRAZO, individually and as aggrieved
employees pursuant to the Private Attorneys
General Act (“PAGA”), and on behalf of the
State of California and other aggrieved
employees,

Plaintiffs.

vs.

OLD NAVY, LLC, a Delaware Limited
Liability Company.

Defendant.

Case No. CGC-22-598893

**AMENDMENT TO THE SETTLEMENT
AGREEMENT**

AMENDMENT TO THE SETTLEMENT AGREEMENT

This amendment ("Amendment") to the Settlement Agreement is made and entered into by and between Plaintiff Anna Hernandez ("Plaintiff"), acting in her capacity as private attorney general on behalf of the California LWDA, and Defendant Old Navy, LLC ("Defendant") (collectively with Plaintiff, the "Parties").

This Amendment incorporates by reference all terms and conditions of the Settlement Agreement. But for those specific terms and conditions that this Amendment modifies, all Settlement terms and conditions will remain effective and enforceable. Any inconsistencies or differences between this Amendment and the Settlement Agreement will be interpreted and construed in favor of this Amendment.

The Parties are willing to amend Section I, Paragraph 18 and Section III, Paragraphs 3(f), 4(a), and 4(b) of the Settlement Agreement. In consideration of the promises and agreements set forth below, the Parties agree as follows:

1. Section I, Paragraph 18 of the Settlement Agreement is amended as follows:

"Seating Costs" means the cost for Defendant to purchase new seats, selected following consultation with an ergonomist, to supply to each Old Navy store in California one seat not to exceed \$215, pursuant to Paragraph III.3.f. below.

2. Section III, Paragraph 3(f) of the Settlement Agreement is amended as follows:

Seating Costs. Subject to court approval, the Seating Costs are to be paid out of the Gross Settlement Amount. There shall be one seat sent to every California Old Navy retail store with a sum not to exceed \$215 per seat. Seats purchased subsequently as replacements or additional seats for stores shall not be deducted from the Gross Settlement Amount. If the Court approves less than the amount of the Seating Costs that Plaintiff's Counsel requests, the difference between the requested and awarded amounts will be reallocated to the PAGA Payment.

3. Section III, Paragraph 4(a) of the Settlement Agreement is amended as follows:

The Parties will identify a mutually agreed upon ergonomic consultant whose services Defendant will engage to assess the type of additional suitable seating, including with respect to adjustable height and swivel, that Defendant should provide for use in Defendant's retail stores in

California, and which are available for purchase for less than \$215 per seat. The cost of the ergonomic consultant's services shall be deducted from the Gross Settlement Amount, as set forth above.

1. Section III, Paragraph 4(b) of the Settlement Agreement is amended as follows:

Taking into consideration the recommendation by the ergonomic consultant, Defendant will supply its Old Navy retail stores in California with at least one (1) supplemental seat per store for its nonexempt employees to use that is available through the brand catalog from which Defendant's stores may purchase additional or replacement seats, if needed. To the extent that replacement or additional seats are needed beyond those identified in this Agreement, Defendant is not bound to purchase the recommended seat or seats that otherwise exceed \$215 per seat or which are otherwise unavailable in the quantity needed.

IT IS SO STIPULATED.

Dated: 12/23/2024

PLAINTIFF

DocuSigned by:
Anna
Hernandez

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Anna Hernandez

Dated: 3/6/2025

DEFENDANT



Julie A. Stockton
Senior Employment Counsel - Gap, Inc.