

AMENDED STIPULATION OF PRIVATE ATTORNEYS GENERAL ACT

SETTLEMENT AND RELEASE

This Amended Stipulation of Private Attorneys General Act Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Cynthia Vizcarra-McNamee (“Plaintiff”), on behalf of herself, the State of California, and Affected Employees (as defined below), on the one hand, and Defendant Nordstrom, Inc. (“Nordstrom”) on its own behalf and on behalf of the Released Parties (defined below), on the other hand. This Settlement Agreement is subject to the terms and conditions set forth herein and the approval of the Superior Court of the State of California for the County of Orange (“Court”).

I. SETTLEMENT TERMS

A. Definitions

Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

1. **“Action”** means the case entitled *Cynthia Vizcarra-McNamee v. Nordstrom, Inc.*, pending in the Superior Court of the State of California for the County of Orange, Case No. 30-2020-01141916-CU-OE-CXC.

2. **“Affected Employees”** means Plaintiff and the 43 other individuals employed by Nordstrom as hourly, non-exempt store administrators, executive assistants, administrative assistants, and store clericals employed in Nordstrom’s California full-line stores between March 30, 2019 and April 30, 2021.

3. **“Affected Employee List”** means the list of all Affected Employees’: full names; most recent mailing addresses, telephone numbers, and social security numbers on file with Nordstrom; and number of pay periods worked during the Settlement Period according to Nordstrom’s records.

4. **“Attorneys’ Fees and Costs”** means the amount of attorneys’ fees and costs awarded by the Court from the Total Settlement Amount to Plaintiff’s Counsel in full satisfaction of the services they have provided and will provide, and the expenses they have incurred and will incur, in prosecuting and settling the Action.

5. **“Defense Counsel”** means Julie A. Dunne, Esq. and Vani Parti, Esq. of DLA Piper LLP (US).

6. **“Effective Date”** means the date this Settlement is approved as provided herein and the Court’s Settlement Approval Order and Judgment (defined below) becomes final and is no longer appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Settlement Approval Order and Judgment may be timely filed and none is filed; (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Settlement Approval Order and Judgment, the day after the last date for filing a request for further review of the Settlement Approval Order

and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, (i) the day after the request for review is denied with prejudice and/or no further review of the decision can be requested; or (ii) if review is accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Nordstrom will not be obligated to fund this Settlement, unless and until there is no possibility of any appeal that could potentially prevent this Settlement from becoming final and binding.

7. **“Individual Pay Periods”** means each Affected Employee’s individual pay periods worked for Nordstrom in California during the Settlement Period.

8. **“Individual Settlement Payment”** means the portion of the PAGA Settlement Amount paid to each Affected Employee, as calculated pursuant to Paragraph 38 herein. One hundred percent (100%) of the Individual Settlement Payments made to Affected Employees shall be deemed miscellaneous income for which a Form 1099 will be issued.

9. **“Notice”** means the communication that will be sent to each Affected Employee accompanying their Individual Settlement Payment, which should be substantially in the form attached hereto as **Exhibit A**.

10. **“PAGA Settlement Amount”** means the Total Settlement Amount less Court-approved Settlement Administration Costs, Attorneys’ Fees and Costs, and the Service Award. Seventy-five percent (75%) of the PAGA Settlement Amount will be distributed to the Labor and Workforce Development Agency (“LWDA”) and twenty-five (25%) will be distributed to the Affected Employees.

11. **“Plaintiff’s Counsel”** means James R. Hawkins, Esq., and Christina M. Lucio, Esq., of James Hawkins APLC.

12. **“Released Parties”** means Nordstrom, Inc. and its past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, business concerns, and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers and reinsurers.

13. **“Service Award”** means the amount from the Total Settlement Amount that the Court awards to Plaintiff in recognition of her efforts in obtaining the benefits of the Settlement and as consideration for executing this Settlement Agreement and providing a Complete and General Release of all claims against the Released Parties, which shall not exceed Two Thousand Dollars (\$2,000).

14. **“Settlement Administrator”** means, subject to Court approval, ILYM Group, Inc., a third-party settlement claims administrator.

15. **“Settlement Administration Costs”** means the amount from the Total Settlement Amount, which shall be paid, subject to the Court’s approval, to the Settlement Administrator for

services rendered in administering the Settlement, which shall not exceed Two Thousand Five Hundred Dollars (\$2,500).

16. **“Settlement Approval Order and Judgment”** means the order that will be entered by the Court to approve the Settlement, which should be substantially in the form attached hereto as **Exhibit B**.

17. **“Settlement Fund Account”** means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

18. **“Settlement Period”** means the period from March 30, 2019 through December 31, 2021.

19. **“Total Pay Periods”** means the total of all Affected Employees’ pay periods worked for Nordstrom in California during the Settlement Period.

20. **“Total Settlement Amount”** means the maximum amount that Nordstrom will be required to pay if the Court approves this Settlement and the Effective Date occurs, and which shall not exceed One Hundred and Fifteen Thousand Dollars (\$115,000). The Total Settlement Amount will be used to pay: (a) the award of Attorneys’ Fees and Costs to Plaintiff’s Counsel; (b) the Service Award to Plaintiff; (c) the Settlement Administration Costs; and (d) the PAGA Settlement Amount to the LWDA and Affected Employees.

21. **“Void Date”** means the 91st day after issuance of Individual Settlement Payment checks to Affected Employees, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

22. **No Admission of Liability.** Nordstrom has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Nordstrom specifically denies all of the allegations in Plaintiff’s March 30, 2020 notice letter to the LWDA, and the Action. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by Nordstrom or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

23. **Total Settlement Amount.** Provided that the Court approves the Settlement and the Effective Date occurs, Nordstrom will pay the Total Settlement Amount of One Hundred and Fifteen Thousand Dollars (\$115,000) to the Settlement Administrator for deposit into the Settlement Fund Account. Under no circumstances will Nordstrom be required to pay more than the Total Settlement Amount. The Total Settlement Amount shall be allocated as follows:

- a. **Attorneys’ Fees and Costs.** Plaintiff will apply to the Court for an award of \$38,334.00 in attorneys’ fees and \$6,000.00 in costs. The Court will determine what amount of Attorneys’ Fees and Costs to award. This Settlement is not contingent upon the Court awarding any particular amount in Attorneys’ Fees and

Costs. If the Court awards less than the full amount of Attorneys' Fees and Costs requested by Plaintiff, the unawarded amount shall become part of the PAGA Settlement Amount.

The Attorneys' Fees and Costs awarded by the Court shall be paid in full satisfaction of all claims Plaintiff may have for attorneys' fees and costs arising out of Plaintiff's prosecution of the Action. Neither Plaintiff's Counsel nor any other current or past counsel for Plaintiff and/or Affected Employees shall be permitted to petition the Court for, or to accept, any additional payments for attorneys' fees, costs, interest, or any other amount from Nordstrom related to this Action.

- b. Plaintiff's Service Award. Plaintiff will apply for a Service Award of Two Thousand Dollars (\$2,000) for her work in prosecuting the Action and securing this Settlement. The Service Award is subject to approval of the Court. This Settlement is not contingent upon the Court awarding any particular amount of a Service Award. If the Court awards less than \$2,000 as the Service Award, the unawarded amount shall become part of the PAGA Settlement Amount.
- c. Settlement Administration Costs. The Parties agree that up to Two Thousand Five Hundred Dollars (\$2,500.00) of the Total Settlement Amount shall be paid to the Settlement Administrator for Settlement Administration Costs. The Settlement Administration Costs are subject to the Court's approval. If the Court awards less than \$2,500 for the Settlement Administration Costs, any unawarded Settlement Administration Costs shall be reallocated to the PAGA Settlement Amount.
- d. PAGA Settlement Amount. The Parties agree that the PAGA Settlement Amount shall be paid to the LWDA and the Affected Employees in full satisfaction of all claims for PAGA civil penalties for alleged violations of the California Labor Code, Wage Orders, regulations, and/or other provisions of law set forth Plaintiff's March 30, 2020 notice letter to the LWDA, and in the Action. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Settlement Amount, which based on the numbers currently reflected in this Agreement and subject to court approval amounts to \$49,624.50, will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Settlement Amount, which based on the numbers currently reflected in this Agreement and subject to court approval amounts to \$16,541.50, will be paid to all Affected Employees as Individual Settlement Payments pursuant to the calculation method set forth in Paragraph 38.

24. Plaintiff's Complete and General Release. In consideration of Nordstrom's promises and agreements as set forth herein, Plaintiff on behalf of herself and her heirs, executors, representatives, administrators, agents and assigns, hereby irrevocably, unconditionally, fully and forever releases, waives, and discharges Nordstrom and the Released Parties, from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, that Plaintiff may have or have ever had against Nordstrom or the Released Parties, or any of them, arising out of, or in any way related to Plaintiff's hiring by, employment with, and termination from Nordstrom by reason of any actual or alleged act, omission, transaction, practice,

conduct, occurrence, or other matter from the beginning of time up to and including the date of Plaintiff's execution of this Agreement ("**Complete and General Release**"). This Complete and General Release also includes, but is not limited to, any alleged violation by Nordstrom or the Released Parties of the laws, statutes or regulations of the State of California, the United States, or any other jurisdiction, including, but not limited to any and all statutory and common law claims for: defamation; fraud; conversion; slander; breach of contract; breach of the implied covenant of good faith and fair dealing; inducement of breach; interference with contract or prospective economic advantage; wrongful or unlawful discharge or demotion; violation of public policy; invasion of privacy; intentional or negligent infliction of emotional distress; intentional or negligent misrepresentation; conspiracy; bona fide disputes regarding failure to pay wages, bonuses, benefits, vacation pay, sick pay, severance pay, attorneys' fees, costs, penalties or any compensation of any sort; unlawful failure to prevent discrimination, retaliation or harassment on the basis of race, color, sex, national origin, ancestry, age, disability, handicap, medical condition or any other protected class or status; any claim under the Title VII of the Civil Rights Act of 1964, Section 1981 of U.S.C. Title 42, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the California Equal Pay Act, the state or federal Equal Pay Act, the Fair Labor Standards Act, California Labor Code, the California Constitution, the California Fair Employment and Housing Act, the Older Workers' Benefit Protection Act of 1990, the Age Discrimination in Employment Act, the Occupational Safety and Health Act or any other health/safety laws, statutes or regulations; violation of the Employee Retirement Income Security Act of 1974, the Internal Revenue Code, the California Family Rights Act, California's New Parent Leave Act, the Federal Family and Medical Leave Act, the Fair Credit Reporting Act, the Consumer Credit Reporting Agencies Act or the California Investigative Consumer Reporting Agencies Act.

Plaintiff's Complete and General Release includes a waiver of all rights and benefits afforded by California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff knowingly abandons, releases, waives, and relinquishes all rights and benefits that she may acquire under California Civil Code section 1542 pertaining to the matters described in the Complete and General Release. Plaintiff further acknowledges that this waiver of the provisions of section 1542 was separately bargained for and is an essential and material term of this Agreement.

However, Plaintiff is not waiving any rights Plaintiff may have to: (a) vested accrued employee benefits under Nordstrom's health, welfare or retirement benefit plans as of the Effective Date; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) pursue claims which by law cannot be waived by signing this Agreement; and/or (d) enforce this Agreement.

Nothing in this Agreement shall interfere with Plaintiff's right to provide information to, participate in an investigation by, file a charge or complaint with, or testify in front of the National Labor Relations Board, the Equal Employment Opportunity Commission, a state or local fair employment practices agency, the Securities and Exchange Commission, the Occupational Safety and Health Administration, or any other governmental, regulatory or self-regulatory agency. However, the consideration provided to Plaintiff in this Agreement shall be the sole relief provided to Plaintiff for the claims that are released by Plaintiff herein and Plaintiff will not be entitled to recover and agrees to waive any monetary, equitable, or other administrative relief or recovery directly from Nordstrom in connection with any such claim, charge or proceeding without regard to who has brought such complaint or charge. Nothing in this Agreement prohibits Plaintiff from recovering any bounties or other rewards offered by the government or available under the law. Plaintiff does not need prior authorization of any kind to make any such reports or disclosures, and Plaintiff is not required to notify Nordstrom that Plaintiff has made such reports or disclosures.

25. PAGA Release. In consideration of Nordstrom's promises and agreements as set forth herein, Plaintiff, on behalf of herself, the State of California, and all Affected Employees, hereby releases the Released Parties from any and all claims, rights, demands, liabilities, and causes of action under PAGA arising from the same set of operative facts alleged in Plaintiff's March 30, 2020 notice letter to the LWDA, and the Action, for (1) failure to pay all wages owed for all hours worked, including minimum wages, under Labor Code sections 1182.12, 1194, 1197, 1198, and Wage Order 7-2001; (2) failure to pay all wages owed for all hours worked, including overtime wages, under Labor Code sections 510, 1194, 1197, 1198, and Wage Order 7-2001; (3) failure to comply with the requirement of Labor Code section 216 to pay wages after demand was made by Plaintiff; (4) failure to comply with the requirements of Labor Code sections 204 and 210 to timely pay all wages earned; (5) failure to comply with the requirement of Labor Code section 225.5 to pay wages due; (6) failure to comply with the requirements of Labor Code sections 201 and 202 to pay wages due to former employees or pay waiting time penalties to former employees for violating Labor Code sections 201-203; (7) failure to comply with the requirements of Labor Code sections 226.7, 1198, and IWC Wage Order 7-2001 to authorize and permit ten-minute rest breaks and to pay one hour of premium pay for each statutorily required rest break that was not authorized and permitted; (8) failure to comply with the requirements of Labor Code sections 226.7, 512, 1198, and IWC Wage Order 7-2001 to provide uninterrupted 30 minute off-duty meal periods and to pay one hour of premium pay for each statutorily required meal break that was not provided; (9) failure to maintain required records in violation of Labor Code sections 226, 1174, and Wage Order 7-2001; (10) failure to provide accurate compliant wage statements under Labor Code section 226; and (11) failure to reimburse necessary expenses in violation of Labor Code section 2802. This PAGA Release also include all claims that Plaintiff and/or the Affected Employee may have against Nordstrom or the Released Parties relating to: (12) the payment, taxation, and allocation of Attorneys' Fees and Costs pursuant to this Settlement Agreement; and (13) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement Agreement ("**PAGA Release**"). This PAGA Release applies to all claims arising during the Settlement Period.

26. Res Judicata Effect. The Parties agree that this Settlement Agreement and the PAGA Release contained herein shall have full *res judicata* effect on, and shall be final and binding, as to, Plaintiff, the State of California and all Affected Employees.

C. Settlement Administration Procedures

27. Settlement Approval Motion. As soon as practicable after execution of this Settlement Agreement, and no later than May 13, 2022, Plaintiff will file a supplemental declaration in support of her motion for approval of the settlement, present this Settlement Agreement to the Court, including Exhibits A-C, and request that the Court issue a Settlement Approval Order and Judgment. Plaintiff's Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials. Nordstrom agrees not to oppose Plaintiff's motion for approval of the Settlement unless the motion is inconsistent with the terms set forth in this Settlement Agreement and/or the data underlying the Settlement (i.e., the number of Affected Employees and pay periods worked). Plaintiff shall provide Nordstrom with a draft of her motion for approval of the Settlement at least one week before the motion is filed so that Nordstrom may confirm the brief is accurate as to the settlement data referenced in the motion.

28. LWDA Notice. Pursuant to California Labor Code section 2699(I), Plaintiff's Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the motion for approval of the settlement. Plaintiff's Counsel will also file a declaration in support of the motion for approval of the Settlement confirming that Plaintiff has submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(I).

29. Judgment and Continued Jurisdiction. After entry of the Settlement Approval Order and Judgment, the Court will have continuing and exclusive jurisdiction for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under California Code of Civil Procedure section 664.6 or as set forth in this Settlement Agreement.

30. Settlement Administrator. The Parties agree, subject to the Court's approval, to retain ILYM Group, Inc. to administer this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be responsible for: establishing the Settlement Fund Account; disbursing payment of Attorneys' Fees and Costs to Plaintiff's Counsel; disbursing payment of the Service Award to Plaintiff; disbursing payment to the LWDA of seventy-five percent (75%) of the PAGA Settlement Amount; disbursing payment to the Affected Employees of twenty-five percent (25%) of the PAGA Settlement Amount; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to Affected Employees; printing and providing Affected Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of administration of the Settlement; disbursing to itself the Settlement Administration Costs; and such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all

settlement administration responsibilities. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator.

31. Affected Employee List. On or before the Effective Date, Nordstrom will provide the Settlement Administrator with the Affected Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Affected Employees' sensitive personal information is included in the Affected Employee List, the Settlement Administrator shall perform its obligations under the terms and conditions set forth in the Information Security Agreement, attached hereto as **Exhibit C**, and the Court's Settlement Approval Order and Judgment.

32. Funding the Settlement. Within ten (10) calendar days following the Effective Date, Nordstrom shall fund the Settlement by delivering the Total Settlement Amount to the Settlement Administrator for deposit into the Settlement Fund Account.

33. Payment of Attorneys' Fees and Costs. Provided that Plaintiff's Counsel provides the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiff's Counsel from the Settlement Fund Account the Attorneys' Fees and Costs within fifteen (15) calendar days following the Effective Date. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payment made pursuant to this Paragraph.

34. Payment of Service Award. Provided that Plaintiff provides the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiff from the Settlement Fund Account the Service Award within fifteen (15) calendar days following the Effective Date. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on her Service Award and shall hold Nordstrom harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. The Service Award shall be in addition to Plaintiff's Individual Settlement Payment, which she shall receive as an Affected Employee.

35. Settlement Administration Costs. Within fifteen (15) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

36. Payment to LWDA. Within fifteen (15) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Settlement Amount.

37. Individual Settlement Payments. Within fifteen (15) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments for the twenty-five percent (25%) of the PAGA Settlement Amount to be paid to Affected Employees. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will perform a search based on the National Change of Address

Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Affected Employee involved, and will then perform a single re-mailing. Any checks issued to Affected Employees shall remain valid and negotiable for ninety (90) calendar days from the date of their issuance and then shall become void on the 91st day after issuance, *i.e.*, the Void Date. Any check re-mailings will not extend the 90-day period to cash a check. The Parties agree that, within ten (10) calendar days after the Void Date, the Settlement Administrator shall issue a payment to United Way for the amount of any uncashed checks and any residual.

38. Calculation of Individual Settlement Payments. All Affected Employees will receive an Individual Settlement Payment. The amount of each Affected Employee's Individual Settlement Payment will be calculated based on the following formula: Individual Settlement Payment = (Individual Pay Periods ÷ Total Pay Periods) × (25% of the PAGA Settlement Amount). To the extent there is any residual, the Settlement Administrator shall donate those funds to United Way.

39. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

40. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, Affected Employees, and Plaintiff's Counsel Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

41. Certification of Completion. Within five (5) business days of issuing payment to United Way for any uncashed checks and/or residual, the Settlement Administrator will provide the Parties with a written declaration under oath to certifying that it has completed administration of the Settlement. Plaintiff's Counsel shall file this declaration with the Court within five (5) business days of receipt.

D. Miscellaneous Provisions

42. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve the Settlement as provided herein; or (b) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties shall be returned to their respective positions as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

43. No Effect on Employee Benefits. Amounts paid to Plaintiff and other Affected Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement plans) sponsored by Nordstrom.

44. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, Nordstrom, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

45. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

46. No Pending Lawsuits By Plaintiff. Other than this Action, Plaintiff represents that she does not have any pending lawsuits, administrative complaints, or charges against Nordstrom or the Released Parties in any local, state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval Order and Judgment.

47. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

48. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the terms of Parties' settlement agreement, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

49. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

50. Authorization to Enter Into Settlement Agreement. The person or persons signing this Settlement Agreement on behalf of Nordstrom represent and warrant that she is authorized to sign this Settlement Agreement on behalf of Nordstrom. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement to a third party.

51. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

52. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

53. Execution and Counterparts. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts. Electronic signatures (*e.g.*, Docu-signed signatures) shall not be used to execute this Settlement Agreement; rather, actual ink signatures shall be used to execute this Settlement Agreement.

54. Waiver of Certain Appeals. In the event the Court approves this Settlement, the Parties agree to waive appeals concerning this Settlement.

55. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

56. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

57. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Settlement Agreement.

58. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may

become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

59. Publicity. The Parties and their respective counsel agree they will not communicate the fact of, or the terms of, this Settlement to members of the press. The Parties and their respective counsel also agree not to publish the fact of, or terms of, this Settlement or any related information on their website and/or in publication materials generally available to the public, for any purposes. Plaintiff and Plaintiff's Counsel specifically agree not to identify Nordstrom by name to members of the press, on any website, and/or in any publication materials.

60. Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her, its or her counsel participated in the drafting of this Settlement.

DATED: 5/10/2022

PLAINTIFF

DocuSigned by:

 Cynthia VIZCARRA-MCNAMEE

DATED: _____

NORDSTROM, INC.

By: _____

Name:

Title:

APPROVED AS TO FORM:

DATED: May 10, 2022

JAMES HAWKINS APLC

By: 

James R. Hawkins
 Christina M. Lucio
 Attorneys for Plaintiff
 CYNTHIA VIZCARRA-MCNAMEE

DATED: _____

DLA PIPER LLP (US)

By: _____

Julie A. Dunne
 Vani Parti
 Attorneys for Defendant
 NORDSTROM, INC.

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DATED: _____

PLAINTIFF

Cynthia Vizcarra-McNamee

DATED: _____

NORDSTROM, INC.

By: _____

Name:

Title:

APPROVED AS TO FORM:

DATED: _____

JAMES HAWKINS APLC

By: _____

James R. Hawkins

Christina M. Lucio

Attorneys for Plaintiff

CYNTHIA VIZCARRA-MCNAMEE

DATED: May 11, 2022

DLA PIPER LLP (US)

By:  _____

Julie A. Dunne

Vani Parti

Attorneys for Defendant

NORDSTROM, INC.

become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

59. Publicity. The Parties and their respective counsel agree they will not communicate the fact of, or the terms of, this Settlement to members of the press. The Parties and their respective counsel also agree not to publish the fact of, or terms of, this Settlement or any related information on their website and/or in publication materials generally available to the public, for any purposes. Plaintiff and Plaintiff's Counsel specifically agree not to identify Nordstrom by name to members of the press, on any website, and/or in any publication materials.

60. Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her, its or her counsel participated in the drafting of this Settlement.

DATED: _____

PLAINTIFF

Cynthia Vizcarra-McNamee

DATED: _____

NORDSTROM, INC.

By: _____

Name: _____

Title: _____

ROSA FRUETH NG-WATSON
SENIOR DIRECTOR, ASSOCIATE
GENERAL COUNSEL

APPROVED AS TO FORM:

DATED: _____

JAMES HAWKINS APLC

By: _____

James R. Hawkins

Christina M. Lucio

Attorneys for Plaintiff

CYNTHIA VIZCARRA-MCNAMEE

DATED: _____

DLA PIPER LLP (US)

By: _____

Julie A. Dunne

Vani Parti

Attorneys for Defendant

NORDSTROM, INC.