

EXHIBIT 1

PAGA SETTLEMENT AND RELEASE AGREEMENT

This PAGA Settlement and Release Agreement (“Settlement and Release Agreement”) is subject to the Court’s review and approval and is made and entered into by and between Plaintiffs Ha Nguyen, Soraya Lodin, Alicia Taylor, Michael Webster, and Alex Bhagatram, on behalf of themselves, similarly situated employees and the State of California, and Defendants Bloomingdale’s, LLC (“Bloomingdale’s”) and Macy’s, Inc.

A. Definitions.

1. “Action” means and refers to *Nguyen, et al. v. Bloomingdale’s, LLC, et al.*, California Superior Court for the County of San Francisco, Case No. CGC-22-603379.

2. “Covered Employees” means and includes two subgroups: (a) all persons employed by Bloomingdale’s in California as a non-exempt employee in one of its California department stores at any time during the period of October 5, 2021 through March 2, 2024 (“Non-Exempt Employee Subgroup”); and (b) all persons employed by Bloomingdale’s as a non-exempt sales employee from May 16, 2016 through October 4, 2021 (“Sales Employee Subgroup”), except for Shahla Bamossy who is represented by counsel in individual arbitration and Farinasp Zamani who is represented by counsel. Persons employed by Bloomingdale’s in California may fall within both subgroups. For example, Plaintiffs Ha Nguyen, Alex Bhagatram, Alicia Taylor, and Soraya Lodin fall within both subgroups. Covered Employees will not include any person who previously settled or released any claims covered by this Settlement and Release Agreement. Covered Employees are not eligible to opt out of the Settlement and Release Agreement.

3. “Covered Employees’ Settlement Proceeds” means the twenty-five percent (25%) of the Net Settlement Amount that shall be paid to the Covered Employees as payment of civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”).

4. “Covered Period” means and refers to the period between May 16, 2016 and March 2, 2024.

5. “Court” means and refers to the California Superior Court, County of San Francisco.

6. “Defendants” means and refers to Bloomingdale’s, LLC and Macy’s, Inc.

7. “Defendants’ Counsel” means and refers to Cary Palmer of Jackson Lewis P.C.

8. “Effective Date” means and refers to the date the Court enters its Final Order approving the Settlement and Release Agreement.

9. “Eligible Pay Periods” means and refers to the total number of pay periods during the Covered Period in which a Covered Employee worked in a Bloomingdale’s department store in California.

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10. “Final Order” means and refers to the order of the Court approving the Settlement and Release Agreement.

11. “LWDA Settlement Proceeds” means and refers to the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor Workforce and Development Agency (“LWDA”).

12. “Net Settlement Amount” means and refers to the Settlement Amount less the Plaintiffs’ Counsel’s attorneys’ fees and costs, the Plaintiffs’ Individual Awards, and the Settlement Administrator’s costs, as approved by the Court.

13. “Notice” means and refers to the notice that will be sent to the Covered Employees after the Court’s entry of its Final Order approving the Settlement and Release Agreement, and shall be similar in form and content to the notice attached hereto as Exhibit A.

14. “Parties” means and refers to the Plaintiffs and Defendants, collectively.

15. “Plaintiffs” mean and refer to Ha Nguyen, Soraya Lodin, Alicia Taylor, Michael Webster and Alex Bhagatram.

16. “Plaintiffs’ Counsel” means and refers to Carolyn H. Cottrell, Ori Edelstein and Eugene Zinovyev of Schneider Wallace Cottrell Konecky LLP.

17. “Settlement Administrator” means and refers to Phoenix Settlement Administrators, the entity that will administer the terms of the Settlement and Release Agreement.

18. “Settlement Administrator Costs” means and refers to all fees and costs incurred or charged by the Settlement Administrator in connection with its duties under this Settlement and Release Agreement.

19. “Settlement Amount” means and refers to the maximum settlement amount of Five Million Eight Hundred Twenty Thousand Dollars (\$5,820,000.00) that Defendants will pay under the Settlement and Release Agreement.

B. General.

20. On December 9, 2022, Plaintiff Ha Nguyen, on behalf of the State of California and allegedly aggrieved employees, asserted claims under PAGA in *Ha Nguyen v. Bloomingdale’s, LLC*, California Superior Court for the County of San Francisco, Case No. CGC-22-603379. Thereafter, Plaintiffs Soraya Lodin, Alicia Taylor, Michael Webster and Alex Bhagatram joined, and Plaintiffs named Macy’s, Inc. as an additional defendant. The operative Second Amended Complaint alleges eight causes of action against Defendants, seeking only civil penalties under PAGA: (i) meal period violations (Cal. Lab. Code §§ 226.7 and 512); (ii) rest period violations (Cal. Lab. Code § 226.7); (iii) failure to pay for all hours worked (Cal. Lab. Code §§ 204, 1194 and 1198); (iv) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194 and 1197); (v) failure to pay overtime wages (Cal. Lab. Code §§ 510 and 1194); (vi) inaccurate wage statements (Cal. Lab. Code § 226); (vii) waiting time penalties

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(Cal. Lab. Code §§ 201-203); and (viii) failure to reimburse necessary business expenses (Cal. Lab. Code § 2802) (collectively, the “Operative Claims”).

21. Defendants deny Plaintiffs’ claims and allegations, deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, and deny that Plaintiffs can proceed with their claims on a representative basis.

22. The Parties have conducted a thorough investigation of the Action and litigated the issues vigorously. Litigation efforts included, without limitation, conducting written discovery; exchanging data and documents relating to the five Plaintiffs (two of whom were employed during the entire Covered Period) and the Operative Claims for the Covered Period; Plaintiffs filing, and both Parties briefing, a motion for leave to amend the complaint; conducting and exchanging sample data related to the Operative Claims; and participating in a full-day mediation session before David A. Rotman. Settlement was reached only as a result of a mediator’s proposal. The Parties and their Counsel agree that the settlement set forth in this Settlement and Release Agreement is fair, reasonable, and adequate and is in the best interest of the Plaintiffs, the LWDA, and the Covered Employees.

23. Neither the Parties’ settlement, nor this Settlement and Release Agreement, nor the acts to be performed or the orders to be entered pursuant to the terms of this Settlement and Release Agreement, shall be construed as an admission by Defendants of any wrongdoing, any violation of any statute or law, or any liability arising from the claims or allegations in the Action. Defendants have entered into this Settlement and Release Agreement solely for the purpose of compromising highly-disputed claims.

C. Terms of Settlement.

24. Subject to the Court’s review and approval, the financial terms of the settlement are as follows:

(a) **Settlement Amount:** Defendants will pay a maximum of Five Million Eight Hundred Twenty Thousand Dollars (\$5,820,000.00) (“Settlement Amount”). This Settlement Amount is inclusive of all settlement payments to the State of California and the Covered Employees, the Individual Awards to Plaintiffs, the Fee and Cost Award to Plaintiffs’ Counsel, and the Settlement Administrator Costs. Defendants will have no other monetary obligations under this Settlement and Release Agreement and no portion of the Settlement Amount will revert to Defendants.

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(b) **Service Awards to Plaintiffs:** Plaintiffs will be paid a maximum of Ten Thousand Dollars (\$10,000) each, as a service enhancement award. Defendants agree not to oppose Plaintiffs' requests for payments up to this amount. The Service Awards are intended to (i) compensate Plaintiffs for signing an individual release that covers potential claims that exceed the scope of the Operative Claims and applies to periods beyond the Covered Period; and (ii) cover any requests for service enhancement awards for Plaintiffs. The Service Awards will be paid out of the Settlement Amount. Plaintiffs, in exchange for the Service Awards, will release the Released Parties from potential claims they may have against them in accordance with Paragraph 25 below. Plaintiffs will be issued IRS Form 1099s in connection with the payment of the Individual Awards. Plaintiffs shall be solely responsible for paying any and all applicable taxes on this payment. The Parties agree that Individual Awards by the Court to Plaintiffs of less than the amount requested by Plaintiffs shall not be a basis for Plaintiffs and/or Plaintiffs' Counsel to void this Settlement and Release Agreement.

(c) **Settlement Administrator Costs:** The Settlement Administrator Costs shall be paid from the Settlement Amount.

(d) **Fee and Cost Award:** Plaintiffs' Counsel will be paid a maximum of One Million, Nine Hundred Thirty-Nine Thousand, Nine Hundred Ninety-Nine Dollars and Eighty Cents (\$1,939,999.80) for their attorneys' fees, and up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) for costs. Defendants agree not to oppose Plaintiffs' Counsel's request for these attorneys' fees and costs. The Fee and Cost Award will be paid out of the Settlement Amount. Plaintiffs' Counsel will be issued an IRS Form 1099 in connection with the payment of the Fee and Cost Award. Plaintiffs' Counsel shall be solely responsible for paying any and all applicable taxes on this payment.

(e) **Allocation of Net Settlement Amount:** After deducting the amounts specified in Sub-Paragraphs 24(b) Service Awards to Plaintiffs, 24(c) [Settlement Administrator Costs], and 24(d) [Fee and Cost Award] from the Settlement Amount, the balance remaining will form the Net Settlement Amount and will be paid to the Covered Employees and the LWDA as follows:

(1) **Covered Employees' Settlement Proceeds.** Twenty-five percent (25%) of the Net Settlement Amount will be paid to the Covered Employees. The Sales Employee Subgroup will share pro rata by percentage of Eligible Pay Periods of the Covered Employees' Settlement Proceeds. The Non-Exempt Employee Subgroup will share pro rata by percentage of Eligible Pay Periods of the Covered Employees' Settlement Proceeds. Each Covered Employee's share will be based on the following formula:

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- Sales Employee Subgroup. For the Sales Employee Subgroup, the Settlement Administrator will add up the total number of Eligible Pay Periods worked between May 16, 2016 and October 4, 2021 and divide pro rata by percentage of Eligible Pay Periods of the Covered Employees' Settlement Proceeds by that total to calculate the per Eligible Pay Period share amount for the Sales Employee Subgroup. The Settlement Administrator will then multiply that share amount by the total number of Eligible Pay Periods worked by each member of the Sales Employee Subgroup between May 16, 2016 and October 4, 2021 to determine the share amount payable per member, so that each member of the Sales Employee Subgroup receives a pro rata share of the Covered Employees' Settlement Proceeds based on the number of Eligible Pay Periods worked by the individual member;
- Non-Exempt Employee Subgroup. For the Non-Employee Subgroup the Settlement Administrator will add up the total number of Eligible Pay Periods worked between October 5, 2021 and March 2, 2024 and divide pro rata by percentage of Eligible Pay Periods of the Covered Employees' Settlement Proceeds by that total to calculate the per Eligible Pay Period share amount for the Non-Exempt Employee Subgroup. The Settlement Administrator will then multiply that share amount by the total number of Eligible Pay Periods worked by each member of the Non-Exempt Employee Subgroup between October 5, 2021 and March 2, 2024 to determine the share amount payable per member, so that each member of the Non-Exempt Employee Subgroup receives a pro rata share of the Covered Employees' Settlement Proceeds based on the number of Eligible Pay Periods worked by the individual member.

Some Covered Employees may fall within both subgroups, in which case they will receive their pro rata share as part of each subgroup.

(2) Seventy-five percent (75%) of the Net Settlement Amount will fund the LWDA Settlement Proceeds and will be paid by the Settlement Administrator to the LWDA in accordance with Paragraph 36, below.

D. Release by the Covered Employees.

25. The claims and causes of action released by the Covered Employees include, to the maximum extent permitted by law, all claims and causes of action against Defendants for civil penalties arising out of or reasonably related to the factual allegations in the Action operative complaint and/or Plaintiffs' letters to the California Labor and Workforce Development Agency dated April 29, 2022, December 5, 2022, and February 12, 2023 for the entirety of the Covered Period. Such released claims and causes of action include, but are not limited to: alleged failure to comply with California Labor sections 200-204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, 2699, 2699.3, 2699.5, and/or Wage Order 7-2001 of the California Industrial

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Welfare Commission, as well as all claims and causes of action for interest, costs, expenses, and attorney's fees.

26. Each Covered Employee will be deemed to have made the foregoing release as if by manually signing it.

E. Settlement Approval and Implemental Procedures.

27. Plaintiffs' Counsel will prepare a motion and proposed order for filing with the Court requesting the Court to approve this Settlement and Release Agreement. At least five (5) days before filing the motion and proposed order with the Court, Plaintiffs' Counsel will provide Defendants' Counsel with a draft of the motion and proposed order for Defendants' Counsel's review and comment.

28. Plaintiff's Counsel shall thereafter file the motion and proposed order with the Court. In accordance with Labor Code § 2699(l)(2), Plaintiffs' Counsel shall also submit the motion (including notice of the hearing date) and this Settlement and Release Agreement to the LWDA on the same day it files the motion and proposed order. Defendants will not oppose Plaintiff's motion and proposed order.

29. On the Effective Date, all Covered Employees will: (i) be bound by the terms and conditions of the Settlement and Release Agreement; (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of this Settlement and Release Agreement and the Court's Final Order; and (iii) be entitled to receive a share of the Net Settlement Amount, as set forth herein.

30. Within fifteen (15) days after the Effective Date, Defendants will provide the Settlement Administrator a confidential list setting forth the name, last known addresses, Social Security number, and number of Eligible Pay Periods for each Covered Employee. The Settlement Administrator will perform a National Change of Address search on all the Covered Employees to update the addresses of the Covered Employees.

31. Within twenty (20) days after the Effective Date, Defendants shall wire transfer the Settlement Amount to the Settlement Administrator, who will deposit the funds into the bank account of the Qualified Settlement Fund established by the Settlement Administrator for purposes of this settlement. All amounts to be paid to the Plaintiffs, Covered Employees, Plaintiffs' Counsel, Settlement Administrator, and LWDA shall be paid from this Qualified Settlement Fund.

32. After the Settlement Administrator deducts the amount of Plaintiffs Counsel's approved Fee and Cost Award, Plaintiffs' approved Service Awards, and the Settlement Administrator Costs from the Settlement Amount, the remaining balance will constitute the Net Settlement Amount, which will be distributed as set forth herein.

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33. Within twenty-one (21) days of receiving the wire transfer from Defendants, the Settlement Administrator shall: (i) mail the settlement checks to the Covered Employees; (ii) mail a check for the LWDA Settlement Proceeds to the LWDA; (iii) mail checks for any approved Individual Awards to the Plaintiffs; and (iv) pay Plaintiffs' Counsel's approved Fee and Cost Award in accordance with any wire transfer instructions from Plaintiffs' Counsel. The settlement checks mailed to each Covered Employee will be accompanied by a Notice (similar in form and content to the sample form set forth in Exhibit A) explaining the Covered Employee's payment and the deadline to cash his/her settlement check.

34. The Covered Employees shall have 180 calendar days after mailing to cash their settlement checks. If any Covered Employee's check is not cashed within that period, the check will be void and a stop-payment will be issued. In such event, the Covered Employee will be deemed to have irrevocably waived any right in or claim to his/her share, except that the Covered Employee may seek to claim the funds from the California Department of Industrial Relations ("DIR") Unclaimed Property Fund. The release nevertheless will be binding upon all Covered Employees, including those who do not cash their checks within the 180-day period. Any funds remaining in the Settlement Administrator's Qualified Settlement Fund established for the purpose of the Settlement and Release Agreement as a result of a failure to timely cash a settlement check shall be paid to the DIR Unclaimed Property Fund in the name of the Covered Employee who did not cash his/her check. The Settlement Administrator, Defendants, Defendants' Counsel, Plaintiffs, and Plaintiffs' Counsel will not have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks, and will not have any duty to seek any funds from the DIR Unclaimed Property Fund.

35. The Covered Employees' share of the Net Settlement Amount will be treated as payments in settlement of non-wage (civil penalty) claims and, to the extent necessary, will be reported on IRS 1099 forms.

F. Miscellaneous Provisions.

36. **Voiding the Agreement:** If for any reason the Court does not approve this Settlement and Release Agreement, the parties shall have a period of sixty (60) days (the "Grace Period") in which to provide any additional briefing or information requested by the Court, and/or to file a new, supplemental, or renewed request for settlement approval with the Court, and/or, in each Party's sole discretion, to revise this Settlement and Release Agreement. If the parties do not file anything with the Court during such a Grace Period, this Settlement and Release Agreement shall be considered void *ab initio* and shall be of no force and effect whatsoever, and shall not be referred to or used for any purpose whatsoever. If the Settlement and Release Agreement is approved by Court, and challenges to the Court's approval are not withdrawn on the record at the hearing, the Settlement and Release Agreement will remain in effect and binding on the Parties, and the Action and all related actions will remain stayed, pending final resolution of any challenges or appeals.

37. **Waiver:** The waiver by one Party of any breach of this Settlement and Release Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement and Release Agreement.

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38. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Settlement and Release Agreement and to bind the Parties hereto to the terms and conditions hereof.

39. **Mutual Full Cooperation:** The Parties will fully cooperate with each other to accomplish the terms of this Settlement and Release Agreement, including but not limited to executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement and Release Agreement. The Parties to this Settlement and Release Agreement shall use their best efforts, including all efforts contemplated by this Settlement and Release Agreement and any other efforts that may become necessary by order of the Court or otherwise, to effectuate this Settlement and Release Agreement and the terms set forth herein.

40. **No Prior Assignments:** The Parties hereto 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 rights released and discharged by this Settlement and Release Agreement.

41. **Confidentiality:** Plaintiffs agree to maintain the confidentiality of this Settlement and Release Agreement until such time as Plaintiffs' Counsel files with the Court its motion and proposed order requesting the Court to approve this Settlement and Release Agreement. Following the filing of such motion and proposed order, Plaintiffs further agree not to publicize or comment on, either directly or indirectly, either in specific or as to general content, this Settlement and Release Agreement, the Final Order, or any other aspect of this settlement, with the public generally or with present or former employees of Defendants, except and only to acknowledge, if asked, that "this matter has been resolved." Additionally, following the filing of such motion and proposed order, Plaintiffs' Counsel further agrees not to contact any member of the print, electronic, or other media to discuss the Action or this Settlement and Release Agreement, and not to respond substantively to any request for comment from any member of the print, electronic, or other media with regard to this Action or this Settlement and Release Agreement. Plaintiffs and Plaintiffs' Counsel shall not publish or publicize the Action or this Settlement and Release Agreement on any website or social media platform.

42. **Judgment:** Plaintiffs' request to the Court to approve this Settlement and Release Agreement will include a proposed order that judgment be entered according to the terms of the Settlement and Release Agreement.

43. **Binding Settlement:** This Settlement and Release Agreement is a settlement document and shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement and/or interpret or enforce the Settlement and Release Agreement.

44. **Enforcement Actions:** Except as otherwise provided in this Settlement and Release Agreement, in the event that a Party to the Settlement and Release Agreement institutes any legal action or other proceeding against the other Party to enforce the provisions of this Settlement and Release Agreement or to declare rights and/or obligations under this Settlement and Release Agreement, the prevailing Party shall be entitled to recover from the other Party its

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or her reasonable attorneys' fees and costs incurred in connection with any such action or proceeding.

45. **Notices:** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To Plaintiffs:

Carolyn H. Cottrell, Ori Edelstein and Eugene Zinovyev
Schneider Wallace Cottrell Konecky LLP
2000 Powell Street, Suite 1400
Emeryville, California 94608
Email: ccottrell@schneiderwallace.com
oedelstein@schneiderwallace.com
ezinovyev@schneiderwallace.com

To Defendants:

Cary G. Palmer
Jackson Lewis, P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Email: cary.palmer@jacksonlewis.com

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

47. **Captions and Interpretations:** Paragraph/section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement and Release Agreement or any provision thereof. Each term of this Settlement and Release Agreement is contractual and not merely a recital.

48. **Modification:** The Settlement and Release Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Settlement and Release Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto. Notwithstanding the foregoing, administrative changes reasonably necessary to facilitate implementation of the Settlement and Release Agreement may be confirmed in a writing approved by counsel for both Parties (including a writing approved through the exchange of email messages) without the signatures of the Parties themselves or the approval of the Court.

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49. **Choice of Law and Venue:** This Settlement and Release Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules. Any legal action or other proceeding to enforce or interpret the provisions of this Settlement and Release Agreement or to declare rights and/or obligations under this Settlement and Release Agreement shall be filed in California Superior Court, County of San Francisco, which shall have the exclusive jurisdiction to hear any such legal action or other proceeding.

50. **Integration Clause:** This Settlement and Release Agreement contains the entire agreement between the Parties relating to the settlement and the transactions contemplated herein, and all earlier or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's counsel, are merged herein. No rights hereunder may be waived except in writing.

51. **Binding On Assigns:** This Settlement and Release Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

52. **Counterparts:** The Settlement and Release Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement and Release Agreement, which shall be binding upon and effective as to all Parties. Signed copies of this Settlement and Release Agreement can be delivered manually, through a third-party delivered company, or electronically.

Dated: 04 / 11 / 2024

PLAINTIFF (agreed as to form and substance):



HA NGUYEN

Dated: 04 / 03 / 2024

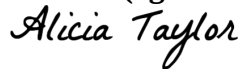
PLAINTIFF (agreed as to form and substance):



ALEX BHAGATRAM

Dated: 04 / 03 / 2024

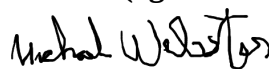
PLAINTIFF (agreed as to form and substance):



ALICIA TAYLOR

Dated: 04 / 03 / 2024

PLAINTIFF (agreed as to form and substance):

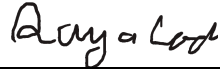


MICHAEL WEBSTER

PAGA SETTLEMENT AND RELEASE AGREEMENT

Dated: 04 / 03 / 2024

PLAINTIFF (agreed as to form and substance):



SORAYA LODIN

Dated: 4/11/2024, 2024

PLAINTIFFS' COUNSEL (agreed as to form):

SCHNEIDER WALLACE
COTTRELL KONECKY LLP

By: 

CAROLYN H. COTTRELL
ORI EDELSTEIN
EUGENE ZINOVYEV

Dated: _____, 2024

**DEFENDANTS BLOOMINGDALE'S, LLC &
MACY'S, INC. (agreed as to form and substance):**

By: _____

Title: _____

Dated: _____, 2024

DEFENDANTS' COUNSEL (agreed as to form):

JACKSON LEWIS P.C.

By: _____
CARY G. PALMER

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Dated: _____, 2024

PLAINTIFF (agreed as to form and substance):

SORAYA LODIN

Dated: _____, 2024

PLAINTIFFS' COUNSEL (agreed as to form):

SCHNEIDER WALLACE COTTRELL
KONECKY LLP

By: _____
CAROLYN H. COTTRELL
ORI EDELSTEIN
EUGENE ZINOVYEV

Dated: April 12, 2024

**DEFENDANTS BLOOMINGDALE'S, LLC &
MACY'S, INC. (agreed as to form and substance):**

By: Tracy M. Preston
Tracy M. Preston (Apr 12, 2024 15:25 EDT)

Title: Chief Legal Officer & Corporate Secretary,
Macy's, Inc.; President, Bloomingdale's, LLC

Dated: April 17, 2024

DEFENDANTS' COUNSEL (agreed as to form):

JACKSON LEWIS P.C.

By: Cary G. Palmer
CARY G. PALMER