

**SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS (“Agreement”) is made and entered into by and between Diana Osorio (“Osorio”) and Bloomingdale’s, LLC (hereinafter “Bloomingdale’s”) (Osorio and Bloomingdale’s hereinafter collectively referred to as “Parties”) and is deemed effective as of the last date signed below. In consideration of the promises set forth herein, the Parties agree to the following:

**WITNESSETH:**

WHEREAS, a dispute arose between Osorio and Bloomingdale’s involving Osorio’s employment with Bloomingdale’s;

WHEREAS, on March 3, 2023, Osorio submitted a letter to the California Labor and Workforce Development Agency giving notice that she intended to file a civil action on behalf of herself and other allegedly aggrieved employees under California’s Labor Code Private Attorneys General Act (“PAGA”);

WHEREAS, on May 8, 2023, Osorio caused to be filed, in Los Angeles County Superior Court, a Complaint, individually and on behalf of other allegedly aggrieved employees, asserting PAGA claims, entitled *Diana Osorio v. Bloomingdale’s, LLC, Macy’s Retail Holdings, LLC, and Does 1 through 25, inclusive*, having Case No. 23STCV10236 (the “Lawsuit”);

WHEREAS, on June 12, 2023, Bloomingdale’s filed its Answer asserting, among other things, that Osorio agreed to arbitrate her PAGA claims on an individual basis while denying all of Osorio’s allegations and denying that Osorio suffered any violation of California’s Labor Code;

WHEREAS, on or about July 13, 2023, the Parties filed in court a Joint Stipulation and [Proposed] Order Compelling Arbitration of Plaintiff Diana Osorio’s Individual Claims and Dismissing Action Without Prejudice;

WHEREAS, on July 25, 2023, the Court entered its Order of Dismissal;

WHEREAS, on August 24, 2023, the Parties participated in a mediation and the Parties now agree to settle fully and finally all of Osorio's individual claims against, and/or issues with, Bloomingdale's (including its officers, directors, employees, agents and assigns) and the differences between them, including, but not limited to, all claims which have been or could have been asserted in the Lawsuit and/or any individual arbitration proceeding, and any appeal rights thereon;

WHEREAS, Osorio and Bloomingdale's wish to memorialize that agreement by this instrument and fully implement and effectuate that agreement;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties agree as follows:

1. Within twenty-one (21) calendar days after receipt by Bloomingdale's of: (1) an executed copy of this Agreement; (2) a Medicare Payor Form completed by Osorio; (3) signed and completed copies of the most current version of IRS form W-9 from both Osorio and her attorneys; and (4) any and all keys relating to the Sherman Oaks Bloomingdale's store currently in the possession, custody or control of Osorio, Bloomingdale's agrees to issue total payment in the sum of FORTY-THREE THOUSAND AND NO/100 DOLLARS (\$43,000.00) (the "Settlement Payment) as set forth below:

- a. Bloomingdale's shall issue a check made payable to "Diana Osorio" in the amount of THREE THOUSAND DOLLARS and 00/100 CENTS (\$3,000.00). The Parties agree that this amount constitutes payment for penalties as alleged in the Lawsuit. There will be no withholdings from this amount. Bloomingdale's shall issue a check in the amount of FORTY THOUSAND DOLLARS and 00/100 CENTS (\$40,000.00), made payable to "Loyr, APC" for attorneys' fees, costs and

expenses. Bloomingdale's will issue Diana Osorio an IRS Form 1099-MISC and report the entire amount of these combined 1099 eligible payments (\$3,000.00 + \$40,000.00 = \$43,000.00) as Other Income in Box #3. Bloomingdale's will issue Loyr, APC an IRS Form 1099-MISC and report the amount of \$40,000.00 as gross proceeds paid to an attorney in Box #10.

- b. Osorio and her attorneys represent that the amount reflected in this Paragraph One includes payment for all attorneys' fees, costs and expenses (including mediation expenses) related to the Lawsuit that Osorio is entitled to under this agreement, and that no other person or entity other than Loyr, APC is entitled to attorneys' fees, costs or expenses arising out of this Agreement.
- c. Osorio and Bloomingdales hereby agree that the Parties shall bear their own attorneys' fees, costs and expenses up to and including complete execution of this Agreement.

2. Bloomingdale's makes no representations or warranties regarding the taxability of the Settlement Payment. Osorio agrees to assume sole responsibility for any income tax liability which may be assessed as a result of the Settlement Payment, and for paying taxes, if any, which are determined to be owed by Osorio (including penalties and interest related thereto) by any taxing authority with respect to the Settlement Payment. Osorio agrees to release, indemnify and forever hold Bloomingdale's harmless from any obligation or liability to any and all tax or other authorities for any deductions, taxes or other obligations with respect to the Settlement Payment.

3. Osorio agrees that she is solely responsible for determining the consequences, if any, of the Settlement Payment on unemployment compensation benefits that she has received or will receive from the State of California as a result of the cessation of her employment from Bloomingdale's, and for repaying any or all of those benefits which must be repaid, if any. Osorio

agrees and understands that Bloomingdale's has not made any representations regarding the consequences, if any, of the Settlement Payment on unemployment compensation benefits that Osorio has received or will receive from the State California as a result of the cessation of her employment from Bloomingdale's.

4. Osorio affirms that Bloomingdale's may be required by law to report the dollar value of the Settlement Payment to the Centers for Medicare and Medicaid Services ("CMS"). The Parties have fully considered Medicare's interests, pursuant to the Medicare Secondary Payer rules, and, in doing so, Osorio affirms and warrants that she is not a Medicare beneficiary, and is not currently receiving, has not received in the past, is not eligible for, and has not applied for, or sought benefits from, Medicare. Furthermore, Osorio agrees to indemnify and hold Bloomingdale's harmless for any penalties or liability, including interest, that may be asserted against it pursuant to Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 as a result of the settlement payment being made herein. Osorio affirms that, as of the date on which she signs this Agreement, she is not presently, and never has been, enrolled in Medicare Part A or Part B. Should Bloomingdale's be required by law to report the dollar value of the Settlement Payment to the CMS, Osorio agrees to indemnify and forever hold Bloomingdale's harmless from any obligation or liability in regard to any efforts by CMS to seek recovery of all or a portion of that consideration from Osorio and/or Bloomingdale's.

5. Osorio will not file, re-file, initiate, or cause to be filed, re-filed or initiated any claim, suit, complaint, action, or cause of action based upon, arising out of, or relating to any event, claim, demand, or cause of action released herein, whether before a court, arbitrator or other tribunal.

6. In consideration of the Settlement Payment, and the other consideration and provisions set forth in this Agreement, Osorio agrees on her behalf and on behalf of her heirs,

successors, attorneys, agents, executors, administrators and assigns, to release Bloomingdale's and its direct and indirect current and former parents, subsidiaries, predecessors, successors and affiliates, including, but not limited to, Macy's, Inc., Macy's Retail Holdings, LLC (formerly Macy's Retail Holdings, Inc.), Macy's Corporate Services, LLC (formerly Macy's Corporate Services, Inc.), Bluemercury, Inc., and any of their affiliated entities and each of their respective present or former predecessors, successors, assigns, directors, officers, partners, stockholders, managers, supervisors, agents, insurers, reinsurers, attorneys and employees, and anyone acting for them (collectively, the "Releasees"), of and from any and all claims alleged in the Lawsuit, or which could have been alleged in the Lawsuit and/or any individual arbitration proceeding and any appeal rights thereon, and any and all claims, cross-claims, third-party claims, and/or claims of any kind arising from any facts, whether known or unknown to Osorio, from the beginning of time until the date Osorio signs this Agreement, including, but not limited to, any and all manner of complaints, claims, suits, damages, debts, liens (including but not limited to for attorneys', insurers', hospital, and/or any other liens), or liabilities of any nature, whether known or unknown, in law or in equity arising in connection with Osorio's employment, or the termination of her employment, or any other matter, whether contractual, common law or statutory, including, but not limited to, claims for attorneys' fees, breach of or interference with any alleged contract, wrongful discharge, and any state or local discrimination laws, or discrimination or retaliation pursuant to Title VII of the Civil Rights Act of 1964, the Pregnancy Discrimination Act, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Older Worker's Benefit Protection Act of 1990, 42 U.S.C. Section 1981, the Fair Labor Standards Act, the Americans with Disabilities Act, Section 1981 of the Civil Rights Act, the Lilly Ledbetter Fair Pay Act of 2009, the Family Medical Leave Act, the Employee Retirement Income Security Act of 1974, as amended, the Equal Pay Act, 29 U.S.C. § 206(d), *et seq.*, the National Labor Relations Act, the

Norris LaGuardia Act, state statutes/laws/rules/regulations/policies including but not limited to the California Government Code, the California Labor Code, the California Business and Professions Code, the California Civil Code and the California Labor Code Private Attorneys General Act; discrimination pursuant to any federal, state, or local human or civil rights act, wage-hour, pension or labor laws, rules and/or regulations, or public policy, contract or tort laws, rules and/or regulations or any claim arising under common law, such as claims for breach of contract, defamation, breach of implied covenant of good faith and fair dealing, misrepresentation, false imprisonment, libel, slander, invasion of privacy, negligence, interference with advantageous relations, infliction of emotional distress, false arrest and imprisonment, common law malicious prosecution, wrongful termination, and any claims for attorneys' fees or costs which Osorio now has or claims to have, or which Osorio previously had or claimed to have, or which Osorio ever may have or claim to have, against any or all of the Releasees, except for Osorio's currently pending claim before the State of California, Division of Workers' Compensation, Workers' Compensation Appeals Board, Case No. ADJ16776217 and those that arise from conduct occurring after the date this Agreement is executed by the Parties. This release and waiver of claims also includes Osorio's release and waiver of any and all claims under Macy's Solutions InSTORE Early Dispute Resolution Program, including, but not limited to, her right to request review of such claims by Macy's Senior Human Resources Office, a Peer Panel, the Office of Solutions InSTORE, her right to file a demand for arbitration with the American Arbitration Association, and any costs, expenses, and attorneys' fees payable under the Solutions InSTORE Program.

7. This release and waiver of claims excludes claims that cannot be waived by law or private agreement, including the right to file a charge or cooperate with any governmental agency. Nothing in this Agreement is intended to or shall interfere with Osorio's right to file a charge or

complaint, or participate in a proceeding, with any appropriate federal, state or local government agency enforcing federal or state discrimination laws and/or cooperating with said agency in its investigations. Osorio, however, shall not be entitled to receive any individualized relief, recovery or monies in connection with any complaint or charge brought against any of the Releasees, without regard as to who brought any such complaint or charge.

8. To implement a full and complete release and discharge of all claims, Osorio expressly acknowledges that this Agreement is intended to include in its effect, without limitation, any and all claims which Osorio does not know or suspect to exist in her favor at the time of its execution, and that the settlement agreed upon contemplates the extinguishment of such claim or claims. Osorio acknowledges that she may later discover facts different from or in addition to those she now knows or believes to be true regarding the matters released or described in this Agreement, and even so Osorio agrees the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Osorio assumes any and all risk of any mistake in connection with the true facts involved in the matters, dispute, or controversies described in this Agreement or with regard to any facts now unknown to Osorio relating to those matters.

9. Osorio understands and agrees that this Agreement shall be effective as a full and final release of each and every claim identified above. In furtherance of this intention, Osorio waives the provisions of the California Civil Code Section 1542, which provides that: **"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."**

10. Osorio represents and warrants that she has filed no other complaints or charges against the Releasees save for the Lawsuit, her complaint filed with the California Labor and

Workforce Development Agency and a Workers Compensation case (Case No. ADJ16776217). In further consideration of the Settlement Payment, and the other obligations and provisions of this Agreement, Osorio agrees on her behalf and on behalf of her heirs, executors, successors, attorneys, agents, administrators and assigns, that, except for claims that cannot be waived by law, as described in Paragraph 7 above, and except for conduct of Releasees occurring after the executions of this Agreement, Osorio (individually, on a class/collective/representative basis, or otherwise) will not institute a claim, suit or action of any kind against Releasees, including, but not limited to, any claim, suit or action relating to her employment with Bloomingdale's or the termination thereof. If any agency, court, tribunal, arbitral body or other entity assumes jurisdiction of any complaint or charge against Releasees on behalf of Osorio (individually, or on a class/collective/representative basis, or otherwise), or of any complaint or charge for any class or group of which she may be a member, Osorio specifically waives and releases the right to any monetary recovery or other relief from such action or proceeding. Nothing in this paragraph shall be construed to prevent Osorio from giving truthful testimony in response to direct questions asked pursuant to lawful subpoena or other legal process during any future legal proceeding involving Releasees.

11. Additionally, this Agreement does not prohibit Osorio from filing a charge with the United States Equal Employment Opportunity Commission or any applicable state or local administrative agency, nor does it limit Osorio's right to participate or cooperate in an investigation by the EEOC or any applicable state or local administrative agency, but by executing this Agreement, Osorio waives and releases any right she might otherwise have to any recovery of damages, attorney's fees or any other monetary relief or benefit that might result from such charge or investigation. No rights or claims which may arise after the date of execution of this Agreement are waived nor are any rights, obligations or duties arising under this Agreement.

12. Osorio covenants that she has made no assignment and will make no assignment of the claims, demands, rights, remedies or causes of action released herein and agrees that she (individually, on a class/collective/representative basis, or otherwise) will not institute legal proceedings based upon, arising out of, or relating to any claim, demand or cause of action released herein. Osorio agrees to indemnify and hold harmless Releasees, and each of them, against any loss, or any other liability whatsoever, including reasonable attorneys' fees and costs, caused by any breach of this Agreement by Osorio or Osorio's successors in interest, or caused by any action or proceeding brought by Osorio (individually, on a class/collective/representative basis, or otherwise) or Osorio's successors in interest, or any other, if such action or proceeding arises out of, is based upon, or is related to any claims, demands or causes of action released herein.

13. This Agreement is entered into as a settlement and compromise of vigorously disputed claims. Bloomingdale's denies liability to Osorio and enters into this Agreement solely to save costs and avoid the distraction to business created by disputes, litigation and/or potential litigation. Neither this Agreement nor the aforesaid consideration and promises is to be construed as an admission by Releasees of any wrongdoing or liability, nor to be admissible as evidence in any proceeding other than for enforcement of this Agreement.

14. (a) Osorio and her attorneys agree and acknowledge that this Agreement was made and entered into in strict confidence and must remain confidential to the extent permitted by law. Osorio further agrees and acknowledges that she does not have any claims for sexual harassment, sexual assault, sexual abuse, or retaliation for reporting sexual harassment. Osorio and her attorneys promise, warrant, and represent that they have not disclosed (except as detailed below in subparagraph (b)), and will not disclose or offer to disclose, whether privately or publicly, or take any steps to publicize, the financial terms of the Agreement to any person or entity, including but not limited to, any person currently or formerly employed by or at Bloomingdale's or any of

Releasees or any member of the print, electronic, or other media. This provision explicitly prohibits any reference – anonymous or otherwise – to the financial terms of this settlement on any website, social media or internet posting maintained or created by Osorio, her attorneys or anyone acting in concert with her.

(b) The only exceptions to the foregoing agreed ban on all future disclosures are:

- 1) a disclosure required of Osorio by law or to enforce any obligations created by this Agreement; or
- 2) a disclosure made to members of Osorio's immediate family or attorneys, accountants, and financial advisors (collectively "Professionals") necessary to their giving professional advice to Osorio. Before any disclosure is made to such family member or Professional, they must be advised of the confidential nature of this Agreement and must agree to be bound by its terms; or
- 3) If disclosure is to be made pursuant to the "required by law" exception in this paragraph, Osorio or her representatives must immediately, and in no event more than five (5) business days from receipt of a request or order for such disclosure, and prior to any such disclosure, notify Bloomingdale's so it can seek appropriate relief from a court or tribunal of competent jurisdiction. Osorio will cooperate with Defendants in such efforts.

15. Osorio will ensure that any reference seekers or other inquirers about her employment status are directed to contact Bloomingdale's employment verification service at The Work Number 1-800-367-5690, company code 10260. Such inquirers will be given no more than Osorio's dates of employment and last position held.

16. Osorio represents and warrants that, other than the store keys she is returning as a condition precedent to the Settlement Payment, she has returned to Bloomingdale's all proprietary

documents, third party employee information, customer information, and property belonging to Bloomingdale's, including, without limitation, the following: documents, lists, reports, data, forms, plans, projects, files, memoranda, and records and software; credit cards; cardkey passes; phones; door and file keys; safe combinations; computer access codes; disks and instructional manuals; and other physical or personal property which Osorio received or prepared or helped to prepare in connection with her employment with Bloomingdale's. Osorio represents and agrees that she has not retained and will not retain any copies, duplicates, reproductions or excerpts thereof.

17. Osorio understands that this Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. Osorio understands and agrees that if any provision of this Agreement is, for any reason, adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment does not affect, impair, or invalidate the remainder of the Agreement, but is confined in its operation to the provision directly involved in the controversy in which such judgment is rendered.

19. Osorio understands that the Agreement represents the entire agreement and understanding between the Parties and supersedes any prior agreement, understanding, or negotiations (other than an agreement, if any, by which any of Releasees provide charge card credit to Osorio – Bloomingdale's or Macy's). No change to or modification of this Agreement is valid or binding unless it is in writing and signed by Osorio and a duly authorized officer of Bloomingdale's.

20. This Agreement is governed and construed under the laws of the State of California, without giving effect to the principles of conflicts of law thereof.

21. Osorio represents and acknowledges that she is relying solely upon the contents of this Agreement and is not relying on any other representations or statements whatsoever made by Bloomingdale's as an inducement to enter into this Agreement, and if any of the facts upon which Osorio now relies in making this Agreement hereafter proves to be otherwise, this Agreement nonetheless remains in full force and effect.

22. No waiver of any breach of any term or provision of this Agreement is or may be construed as a waiver of any other breach of this Agreement. No waiver is binding unless in writing and signed by the waiving party.

23. This Agreement inures to the benefit of and is binding upon the heirs, representatives, successors and assigns of each party to it. Each Releasee that is not a signatory to this Agreement, including, but not limited to, Macy's, Inc. and Macy's Retail Holdings, LLC, is a third-party beneficiary of it, entitled to all its rights, benefits and protections, and entitled to enforce it.

24. Osorio acknowledges that she has personally read this Agreement and has reviewed it with legal counsel of her own choosing.

25. Osorio acknowledges that she has been provided a full and ample opportunity to study this Agreement, that it fully and accurately reflects any and all understandings and agreements between the Parties and that she is not relying on any other representations whatever as an inducement to execute this agreement. Osorio further acknowledges that she fully comprehends the meaning and effect of this Agreement and that she has no legal impediments (including bankruptcies) to fully and completely settling all claims and to signing this Agreement.

26. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall

constitute one and the same instrument. For purposes of this Agreement, facsimile or scanned or digital signatures (i.e.; DocuSign) shall be deemed an original signature and enforceable.

27. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and section headings shall be disregarded. The terms “include” and “including” shall be deemed to be without limitation.

IN WITNESS WHEREOF, the Parties have duly executed the Agreement on the dates indicated below.

DATED: Sep 5, 2023

BY:   
Diana Osorio (Sep 5, 2023 12:33 PDT)  
Diana Osorio

DATED: Sep 12, 2023

BY: Catherine Cook  
Catherine Cook (Sep 12, 2023 14:45 EDT)  
Bloomington's, LLC  
Catherine Cook  
Its: EVP, HR & Labor Relations

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