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PAGA ACTION SETTLEMENT AGREEMENT

This PAGA ACTION SETTLEMENT AGREEMENT (hereinafter "Settlement Agreement") is entered into and effective upon its execution by all parties hereto, subject to approval by the Court. It is entered into by and between Shamiya Tucker ("Plaintiff Tucker"), Marlene Torres ("Plaintiff Torres"), and Shylan Williams ("Plaintiff Williams") (collectively, "Representative Plaintiffs"), on their own behalf and as proxies for California's Labor & Workforce Development Agency ("LWDA"), on the one hand, and Bath & Body Works, LLC ("Defendant" or "BBW"), on the other hand (Representative Plaintiffs and Defendant are collectively referred to hereafter as "the Parties"), with reference to the recitals and provisions set forth below.

RECITALS

A. On October 8, 2020, Kiandra Holman ("Holman") sent a letter to the LWDA, alleging that certain Labor Code violations occurred during her employment (the "PAGA Notice") and subsequently filed a representative action pursuant to the California Labor Code Private Attorneys General Act ("PAGA") against Defendant in Alameda County Superior Court on December 21, 2020 (the "*Holman* Action").

B. On November 6, 2023, Holman submitted an amended notice to the LWDA, specifically seeking to substitute Plaintiff Tucker as the named plaintiff and PAGA representative in the *Holman* Action. Plaintiff Tucker intended to seek the same civil penalties as Holman, pursuant to California Labor Code § 2699(a) and (f) for violations of the California Labor Code. On November 6, 2023, Plaintiff Tucker also separately submitted a notice to the LWDA providing notice pursuant to California Labor Code § 2699.3(a).

C. On January 23, 2024, the court in the *Holman* Action denied Plaintiff Tucker's request to substitute in as plaintiff in the *Holman* Action. On February 8, 2024, the parties in the *Holman* Action filed a stipulation to dismiss the action without prejudice.

D. On January 31, 2024, Plaintiff Tucker filed a Complaint for Civil Penalties Pursuant to Sections 2699(a) and (f) of the California Labor Code Private Attorneys General Act and Demand for Jury Trial against Defendant, seeking civil penalties under PAGA pursuant to the PAGA Notice (the "Lawsuit" or "*Tucker* Lawsuit").

E. On March 11, 2024, Plaintiff Tucker filed a First Amended Complaint in the Lawsuit for Civil Penalties Pursuant to Sections 2699(a) and (f) of the California Labor Code Private Attorneys General Act and Demand for Jury Trial ("*Tucker* FAC"). The Tucker FAC alleges Defendant committed the following violations of the California Labor Code with respect to Plaintiff Tucker and all other non-exempt employees of Defendant in California (hereafter, "Allegedly Aggrieved Employees", as defined in Paragraph 5 below): (1) failure to compensate for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide timely and accurate itemized wage statements; and (5) failure to timely pay all wages due upon separation from employment. Plaintiff Tucker sought PAGA penalties from December 2020 to the present.

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F. On April 11, 2024, Defendant filed a Motion to Compel Arbitration of Plaintiff Tucker's Individual PAGA claims and to Stay her Representative PAGA claims pending arbitration. The Court granted the Motion to Compel in part, ordering Plaintiff Tucker's individual PAGA claims to arbitration, but declining to stay Plaintiff Tucker's representative PAGA claims.

G. On August 26, 2024, Plaintiff Tucker commenced an arbitration against Defendant with JAMS, bearing Case No. 5220006951 (the "*Tucker* Arbitration").

H. On March 26, 2025, Plaintiff Tucker filed an amended PAGA notice letter with the LWDA ("Amended PAGA Notice"). The Amended PAGA Notice asserted all of the allegations and claims in her original PAGA Notice and added alleged claims for various meal and rest break violations pursuant to Labor Code Sections 512 and 226.7.

I. On October 30, 2024, Plaintiff Torres submitted a written notice to the LWDA and Defendant pursuant to California Labor Code § 2699.3(a). Also, on October 30, 2024, Plaintiff Torres filed a putative Class Action Complaint for Damages against Defendant in the Los Angeles County Superior Court, Case No. 24STCV28530, (the "*Torres* Action").

J. On January 8, 2025, Plaintiff Torres and Defendant filed a stipulation to dismiss Plaintiff Torres's class claims, send her individual claims to arbitration and allow for the filing of a First Amended Complaint in the *Torres* Action.

K. On January 30, 2025, Plaintiff Torres filed a First Amended Complaint for PAGA penalties in the *Torres* Action (the "*Torres* FAC"). The *Torres* FAC alleges PAGA claims based on the following underlying Labor Code violations: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide lawful meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay all wages due upon separation from employment; (7) failure to furnish accurate itemized wage statements; and (8) failure to reimburse necessary business expenses; (9) violation of the California Unfair Competition Law (the "UCL"), Cal. Bus. & Prof. Code § 17200; and (10) civil penalties pursuant to PAGA. Plaintiff Torres has agreed to dismiss the *Torres* Action and join and assert her representative PAGA claims in the *Tucker* Lawsuit as part of the instant Settlement.

L. On September 17, 2025, Plaintiff Williams submitted a written notice to the LWDA and Defendant pursuant to California Labor Code § 2699.3(a). Thereafter, on December 18, 2025, Plaintiff Williams filed a PAGA action on behalf of herself and the Allegedly Aggrieved Employees against Defendant in the Alameda County Superior Court, Case No. 25CV160724, alleging that Defendant committed certain Labor Code violations (the "*Williams* Action"). The *Williams* Complaint alleges Defendant committed the following violations of the California Labor Code: (1) failure to compensate for all hours worked; (2) failure to pay minimum wage; (3) failure to pay overtime wages; (4) meal period violations; (5) rest period violations; (6) failure to provide timely and accurate itemized wage statements; and (7) failure to timely pay all wages due upon separation from employment. Plaintiff Williams has agreed to dismiss the *Williams* Action and join and assert her PAGA claims in the *Tucker* Lawsuit as part of the instant Settlement.

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M. It is agreed by and among the Parties that the *Tucker* Lawsuit, the *Torres* Action, and the *Williams* Action and all of the PAGA claims that are, or could have been, asserted therein, be settled and compromised, fully and completely, subject to the provisions set forth in this Settlement Agreement and the approval of the Court.

N. The Representative Plaintiffs have each agreed to separately execute a general release of all claims against Defendant arising out of their employment and to dismiss any other proceedings they may have commenced against Defendant, including individual arbitrations and complaints with the California Labor Commissioner.

O. Representative Plaintiffs are represented by the following law firms ("Representative Plaintiffs' Counsel"):

SCHNEIDER WALLACE COTTRELL KIM LLP

JAMES HAWKINS APLC

P. Defendant is represented in the *Tucker* Lawsuit by the following law firm ("Defense Counsel"):

BAKER AND HOSTETLER LLP

Q. The Parties prepared for and engaged in two formal mediations. The first mediation took place on May 23, 2025, before Hunter Hughes, Esq., an experienced wage and hour mediator, but the Parties were not able to resolve the matter. A second mediation, which was also presided over by Mr. Hughes, took place on February 13, 2026, and it ultimately resulted in a settlement thereafter.

R. The Parties have conducted substantial formal discovery and informal investigation in connection with the Lawsuit and claims asserted by the Representative Plaintiffs. The Parties have propounded substantial written discovery, taken party depositions, interviewed scores of witnesses and secured third party declarations, engaged in motions practice, and researched and briefed the relevant legal and factual issues relating to all of the claims. The Parties have considered: (1) the relative merits of the claims and the uncertainties of trial; (2) the benefits of settlement; (3) the costs, risks, and delays associated with further litigation regarding the claims of more than 30,000 Allegedly Aggrieved Employees; and (4) the likely appeals from any dispositive rulings. Based on these considerations, the Parties have agreed to settle the Lawsuit on the terms set forth herein.

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S. Defendant denies each and every allegation made by Representative Plaintiffs. Defendant contends that its policies and practices comply with the California Labor Code and other applicable law. Defendant further contends that it committed no violations of the California Labor Code against the Representative Plaintiffs or any of the other Allegedly Aggrieved Employees. Defendant also denies that the Lawsuit can be prosecuted in a manageable manner that comports with due process. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed or used in the Lawsuit (or the *Torres* Action and/or *Williams* Action), or in any other action or proceeding, as an admission, concession or indication by or against Defendant of any fault, wrongdoing or liability whatsoever.

T. It is the intention of the Parties to this Settlement Agreement to settle and dispose of, fully and completely, the "Released Claims" (defined below).

U. The Parties, Representative Plaintiffs' Counsel and Defense Counsel represent that they are not aware of any other pending representative PAGA actions against Defendant that will be extinguished or affected by the Settlement Agreement.

PROVISIONS

1. COOPERATION BY THE PARTIES

The Parties and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the provisions of this Settlement Agreement.

2. AMENDED COMPLAINT

As a material term of this Settlement Agreement, Plaintiff Tucker will amend her operative FAC in the Lawsuit to: (1) add Marlene Torres and Shylan Williams as named plaintiffs; and (2) allege all PAGA causes of action and underlying factual bases that the Representative Plaintiffs have collectively and actually litigated, investigated, mediated and intend to release through the Settlement Agreement (all of which have previously been tendered to the LWDA by the Representative Plaintiffs in PAGA notice letters). Those claims include civil penalties pursuant to PAGA based on the alleged: (1) failures to provide uninterrupted duty-free, 30-minute first and second meal periods as well as uninterrupted duty-free rest periods of the requisite duration; (2) failures to pay meal period and rest period premiums, including at the proper rate; (3) failures to pay overtime and double time wages, including on the seventh day of the workweek and by failing to account for bonuses/incentives/commissions in the "regular rate of pay" for overtime purposes; (4) failures to pay for all hours worked (e.g., permitting off-the-clock work), including during security checks, meal breaks, pre-/post-shift work and/or outside scheduled shifts; (5) failures to pay reporting wages; (6) failures to provide accurate wage statements and maintain accurate records; (7) failures to pay associates the applicable minimum wages; (8) failures to pay all wages owing during employment and at termination; and (9) failures to reimburse for necessary business expenses, including use of personal cell phones. The Second Amended Complaint ("SAC") described in this paragraph shall be filed in the Lawsuit in a form that is mutually agreeable to the Parties. Representative Plaintiffs will file the SAC solely for purposes of this Settlement as soon as reasonably practicable (and no later than July 31, 2026), and all allegations therein shall be

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deemed to relate back to the date of the filing of Plaintiff Tucker's original Complaint solely for purposes of this Settlement, with Defendant being relieved from having to file any response to the SAC and being deemed to have generally and specifically denied all allegations contained in the SAC. Should, for whatever reason, the Court require Defendant to file an answer to the SAC, then Defendant will cooperate in doing so. Further, should, for whatever reason, the Settlement set forth in this Settlement Agreement not become final, the SAC shall be deemed stricken, null, and void *ab initio.*

3. DISMISSAL OF THE *TORRES* ACTION AND *WILLIAMS* ACTION

As a material term of this Settlement Agreement, Plaintiff Torres and Plaintiff Williams shall dismiss the *Torres* Action and *Williams* Action, respectively, within five (5) days after the payment of settlement proceeds by the Claims Administrator (as defined in Paragraph 11 below).

4. APPOINTMENT OF ADMINISTRATOR

The Parties will stipulate to and seek the Court's order appointing Phoenix Settlement Administrators to act as the settlement and claims administrator (the "Claims Administrator") for purposes of this Settlement. The Claims Administrator shall be responsible for, among other matters:

a) Performing address updates and verifications as necessary prior to the mailing of settlement checks, performing a single address follow up on any returned mail, the calculation, processing, and mailing of all settlement checks and tax forms to the LWDA, Allegedly Aggrieved Employees, the Representative Plaintiffs, the Representative Plaintiffs' Counsel and tax authorities. All Administration Fees and Costs approved by the Court shall be paid out of the Maximum Settlement Amount (defined below). Any Administration Fees and Costs not approved by the Court shall become part of the Net Settlement Amount (defined below) to be distributed to the LWDA and Allegedly Aggrieved Employees;

b) After approval of the Settlement by the Court, resolving any dispute by any Allegedly Aggrieved Employees as to any factor or issue regarding the computation of any Allegedly Aggrieved Employee's Individual PAGA Payment (as defined below); and the Claims Administrator's decision on any such issue or dispute shall be final and binding;

c) Resolving any disputes regarding membership as an Allegedly Aggrieved Employee; and the Claims Administrator's decision on any such issue or dispute shall be final and binding;

d) Issuing the Individual PAGA Payments, and complying with any necessary reporting as set forth below; and

e) Providing Representative Plaintiffs' counsel and Defendant's counsel with weekly reports of the administration process, including, but not limited to the settlement checks mailed and settlement checks cashed.

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5. DEFINITION OF ALLEGEDLY AGGRIEVED EMPLOYEE(S)

For purposes of this settlement only, the Parties agree that "Allegedly Aggrieved Employee(s)" is defined as follows:

> All current and former employees of Defendant who were employed as non-exempt employees at any of Defendant's stores in the State of California, at any time from and including December 21, 2020, until and including July 15, 2026 (the "Settlement Period").

The Representative Plaintiffs shall be considered Allegedly Aggrieved Employees and will be entitled to receive a pro rata share of the twenty-five percent (25%) of the Net Settlement Amount allocated to the Allegedly Aggrieved Employees, pursuant to the formula set forth below.

6. CONSIDERATION BY DEFENDANT

In consideration for the releases and dismissals set forth in this Settlement Agreement, Defendant agrees to: (a) the settlement payments to the LWDA and Allegedly Aggrieved Employees, as set forth herein and as approved by the Court; (b) the payment of attorneys' fees and costs, as set forth herein and as awarded by the Court; (c) the payment of service awards to the Representative Plaintiffs, as set forth herein and as awarded by the Court; and (d) the payment of the cost of administration of the Settlement, including, without limitation, the fees of the Claims Administrator, as set forth hereinafter.

a) Maximum Settlement Amount to be Paid by Defendant:

The "Maximum Settlement Amount" to be paid by Defendant is the total sum of Six Million Dollars and No Cents ($6,000,000.00). The Settlement payments to the LWDA and the Allegedly Aggrieved Employees, and all attorneys' fees, costs, service awards, and claims administration expenses, shall be paid out of the Maximum Settlement Amount. Under no circumstances shall Defendant be required to pay more than the Maximum Settlement Amount under this Settlement Agreement. Defendant has no obligation to pay the Maximum Settlement Amount prior to the deadline stated in Paragraph 11 of this Settlement Agreement. The Claims Administrator will disburse the entire Maximum Settlement Amount without asking or requiring Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.

b) Attorneys' Fees and Costs

Defendant understands that Representative Plaintiffs' Counsel will apply to the Court for approval of an award of attorneys' fees in an amount not to exceed 1/3 of the Maximum Settlement Amount or Two Million Dollars and Zero Cents ($2,000,000.00) and reimbursement of actual costs, currently estimated at approximately Sixty Nine Thousand Seven Hundred Twenty Six Dollars and 79/100 ($69,726.79) incurred in the prosecution of the Lawsuit, the *Torres* Action, and the *Williams* Action. Defendant agrees not to object to such application up to such amounts. Notwithstanding any other provision of this Settlement Agreement, if the Court should decline to award attorneys'

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fees and costs to Representative Plaintiffs' Counsel in the full amount provided for in this Settlement Agreement, then no order of the Court or modification of any order of the Court concerning the amount of any attorneys' fees and costs to be paid to Representative Plaintiffs' Counsel pursuant to this Settlement shall constitute grounds for cancellation or termination of the Settlement Agreement or grounds for limiting any other provision of the judgment or releases contained herein. It is agreed that no order of the Court, including any order concerning attorneys' fees and costs, may alter or otherwise increase the Maximum Settlement Amount. Representative Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding any award of attorneys' fees and costs.

c) Service Awards

Defendant understands that Representative Plaintiffs' Counsel will apply to the Court for approval of a service award for each Representative Plaintiff as follows: as to Plaintiff Tucker, $15,000.00; as to Plaintiff Torres, $15,000.00; as to Plaintiff Williams, $10,000.00. These awards are in addition to the Representative Plaintiffs' Individual PAGA Payments and individual settlement payments in connection with the settlement of their individual arbitrations and/or claims. Defendant agrees not to object to such application, as consideration for the time and effort each has expended in her role as a representative plaintiff. Any amount requested as a Service Award to the Representative Plaintiffs that is not awarded by the Court shall become part of the Net Settlement Amount (as defined below) to be distributed to the LWDA and Allegedly Aggrieved Employees.

d) Settlement Payments to the LWDA and Allegedly Aggrieved Employees

Representative Plaintiffs will apply to the Court for an order that seventy-five percent (75%) of the final calculated Net Settlement Amount (as defined below) be paid to the LWDA, and the remaining twenty-five percent (25%) be paid to the Allegedly Aggrieved Employees (the "Allegedly Aggrieved Employees' Share"). To receive such Settlement payments, Allegedly Aggrieved Employees shall not be required to submit any claim form or other documentation.

e) Costs of Claims Administrator

The Claims Administrator has agreed to perform all necessary administration duties in exchange for the payment of Administration Fees and Costs in an amount not to exceed $104,100.00. Representative Plaintiffs will apply to the Court for an order approving the payment of Administration Fees and Costs in the foregoing amount.

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7. PAYMENT TO ALLEGEDLY AGGRIEVED EMPLOYEES

a) Claims Administrator's Role

The Claims Administrator shall calculate amounts to be paid to the Allegedly Aggrieved Employees as provided below.

Within fourteen (14) calendar days after Defendant's counsel's receipt of the Court's Order granting approval of the Settlement Agreement, Defendant will provide to the Claims Administrator information constituting a list of the Allegedly Aggrieved Employees showing the name, social security number, last known address, and last known telephone number (if available) of each Allegedly Aggrieved Employee. Such information also shall include the dates that each Allegedly Aggrieved Employee was employed by Defendant during the Settlement Period. The Claims Administrator must maintain the Allegedly Aggrieved Employee data in confidence, use the Allegedly Aggrieved Employee data only for purposes of this Settlement and for no other purpose, and restrict access to the Allegedly Aggrieved Employee data to Claims Administrator employees who need access to the Allegedly Aggrieved Employee data to administer and perform under this Settlement Agreement. Defendant has a continuing duty to immediately notify Representative Plaintiffs' Counsel if it discovers that the Allegedly Aggrieved Employee data omitted employee identifying information and to provide corrected or updated Allegedly Aggrieved Employee data as soon as reasonably feasible.

The Claims Administrator will perform address updates and verifications as necessary prior to the first mailing of the settlement checks to the Allegedly Aggrieved Employees. Within ten (10) business days after the Effective Date (as defined below), and subject to the approval of the Court, the Claims Administrator will mail a settlement payment to each Allegedly Aggrieved Employee by first class U.S. mail. The Claims Administrator will perform one skip trace as to any payments that are returned by the post office for invalid addresses within five (5) calendar days of its receipt of such returned payment and will re-mail the payment to an updated address (if any) within fifteen (15) calendar days of receipt of the returned mail.

b) Net Settlement Amount

The "Net Settlement Amount" shall equal the Maximum Settlement Amount minus the total of: (1) Court-approved attorneys' fees; (2) Court-approved reimbursement of attorneys' costs; (3) Court-approved service awards; and (4) the Court-approved fees and costs of the Claims Administrator.

c) Individual PAGA Payments

1) Calculation of Allegedly Aggrieved Employees' Individual PAGA Payments shall be calculated on a pro rata basis based on pay periods worked. Each Allegedly Aggrieved Employee's Individual PAGA Payment shall thus equal each Allegedly Aggrieved Employee's number of pay periods worked during the Settlement Period divided by the total number of pay periods worked by all Allegedly Aggrieved Employees

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during the Settlement Period, multiplied by the Allegedly Aggrieved Employees' Share.

2) For purposes of calculating Individual PAGA Payments, pay periods worked shall be determined by Defendant's records.

3) The Claims Administrator will pay out all Individual PAGA Payments, out of a qualified settlement fund, and issue IRS tax forms.

4) The Individual PAGA Payments will be denominated as non-wages (i.e. penalties) that will be reported to the IRS on Form 1099.

d) Claimed Settlement Amounts; Unclaimed Amounts

All checks issued by the Claims Administrator will be valid for a period of one hundred eighty (180) days following issuance by the Claims Administrator, after which they will become void. Should there remain uncashed checks thirty (30) days following issuance, the Claims Administrator will mail a postcard to each holder of an uncashed check to remind them to cash the funds before the void date. Following the void date, and pursuant to California Code of Civil Procedure § 384, the Claims Administrator will cause the aggregate sum represented by those uncashed checks to be transmitted to the California State Controller's Office's Unclaimed Property Division in the name of the intended beneficiaries of the checks, or in the alternative, to a cy pres recipient agreed upon by the Parties and approved by the Court.

e) Tax Liability and Net Payments

Allegedly Aggrieved Employees shall be solely responsible for remitting to State and/or Federal taxing authorities any applicable taxes due. Neither Defendant, Representative Plaintiffs, Defendant's Counsel, Representative Plaintiffs' Counsel, nor the Claims Administrator shall be responsible for the amount or calculation of any taxes that may be owed by the Allegedly Aggrieved Employees as a result of this Settlement Agreement.

The Parties agree that nothing contained herein is intended to constitute legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. The tax issues for each Allegedly Aggrieved Employee are unique, and each Allegedly Aggrieved Employee is advised to obtain tax advice from his or her own tax advisor with respect to any payments resulting from this settlement. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Allegedly Aggrieved Employees are not relying on any statement or representation by the Parties, Representative Plaintiffs' Counsel, and Defendant's Counsel in this regard. The Allegedly Aggrieved Employees understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the Individual PAGA Payments described herein and will hold the Parties, Representative Plaintiffs' Counsel and Defendant's Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Settlement Agreement.

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f) Payment of Settlement Funds Will Not Be Considered by Defendant as Having Any Effect on Any Employee Benefit Plan and Similar Plans

The payment to any Allegedly Aggrieved Employee as provided for in this Settlement Agreement is not and shall not be deemed by Defendant to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation and/or wages under any employee benefit plan, employment policy, or stock option plan of or sponsored by the Defendant or any of its present or former parent corporations or affiliates or any jointly trusteed benefit plans. Any such payment to any Allegedly Aggrieved Employee shall not be considered by Defendant to form the basis for additional contributions to, additional benefits under, or any other additional entitlements under any employee benefit plan, employment policy, or stock option plan of or sponsored by Defendant or any of its present or former parent corporations or affiliates or any jointly trusteed benefit plans. Defendant and each of its present and former parent corporations and affiliates retain the right to modify and/or amend the language of their employee benefit plans, employment policies, and stock option plans, and to seek to have modified and/or amended the language of any jointly trusteed benefit plans, to make clear that any amounts paid as a result of this Settlement Agreement are not considered by Defendant as compensation or wages, or payments for "hours worked," as defined by the applicable plans and policies, and that no additional contributions or benefits will be provided by Defendant by reason of the Settlement.

8. ADMINISTRATION OF MAXIMUM SETTLEMENT AMOUNT

a) The Claims Administrator will calculate the Individual PAGA Payments to be made to the Allegedly Aggrieved Employees from the Net Settlement Amount in accordance with the terms and provisions of this Settlement Agreement. Defendant's Counsel and Representative Plaintiffs' Counsel will be provided access to all calculations forming the basis for such determinations. The fees and costs of the Claims Administrator in connection with said calculations and/or performance shall be considered settlement administration expenses and shall be paid from the Maximum Settlement Amount. All of the fees and costs of the Claims Administrator in connection with printing, issuing and/or mailing settlement payments shall be considered settlement administration expenses and shall be paid from the Maximum Settlement Amount, as provided herein.

b) No person shall have any claim against Defendant, Defendant's Counsel, Representative Plaintiffs, Allegedly Aggrieved Employees, Representative Plaintiffs' Counsel, or the Claims Administrator based on distributions and payments made in accordance with this Settlement Agreement.

9. DUTIES OF THE PARTIES BEFORE SEEKING APPROVAL

a) After execution of this Settlement Agreement, the Representative Plaintiffs shall file a motion with the Court requesting approval of this Settlement no later than September 10, 2026 (and simultaneously provide notice of the Settlement to the LWDA).

At or by the same time, the Representative Plaintiffs shall file a motion or application, either as part of or separate from the motion for approval of the Settlement, requesting approval of the

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Service Awards to the Representative Plaintiffs, Attorneys' Fees and Costs to the Representative Plaintiffs' Counsel, and the Administration Fees and Costs to the Claims Administrator.

Not later than three (3) court days prior to the submission of the motion for approval of this Settlement Agreement to the Court, Representative Plaintiffs' Counsel will deliver to Defendant's Counsel a copy of their draft memorandum of points and authorities in support of Plaintiffs' Motion for Approval of PAGA Settlement, and the proposed final order and judgment.

10. DUTIES OF THE PARTIES FOLLOWING APPROVAL

In connection with asking the Court to enter a final order and judgment in the Lawsuit, the Representative Plaintiffs will submit a proposed final order and judgment in a form approved by Defendant that asks the Court to:

a) Approve the Settlement pursuant to Lab. Code § 2699(s)(2);

b) Approve the Service Awards to the Representative Plaintiffs;

c) Approve an award of Attorneys' Fees and Costs to Representative Plaintiffs' Counsel;

d) Approve payment of Administration Fees and Costs to the Claims Administrator; and

e) Expressly retain jurisdiction over the Lawsuit, the Parties, and the Allegedly Aggrieved Employees pursuant to California Code of Civil Procedure § 664.6, to the extent necessary to enforce the Settlement.

11. PAYMENT OF SETTLEMENT PROCEEDS

a) Timing of Payments

The Settlement payments to the LWDA and the Allegedly Aggrieved Employees, the Court-approved Service Awards to the Representative Plaintiffs, the Court-approved attorneys' fees and costs to Representative Plaintiffs' Counsel, and the Court-approved payment to the Claims Administrator for all Administration Fees and Costs, shall be made no later than ten (10) business days after the date on which the time to challenge any aspect of this Settlement by appeal has lapsed, provided that no such appeal has been filed (regardless of whether any objections to the Settlement were made). If any such appeal is filed, the payments described in this paragraph shall be made no later than ten (10) business days after a final resolution of all appeals that result in the upholding of the Parties' Settlement. The date defined and determined by this paragraph shall be called the "Effective Date."

b) Method of Payment

Defendant will fund a qualified settlement fund established by the Claims Administrator, who will be responsible for making any appropriate payroll deductions and reporting obligations and issue the Settlement payments.

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12. COSTS

Defendant shall bear its own costs and attorneys' fees incurred in connection with or arising out of the Lawsuit and Settlement. The Representative Plaintiffs' Counsel's attorneys' fees and costs in connection with or arising out of the Lawsuit and Parties' Settlement (as well as the *Torres* Action and *Williams* Action), as approved by the Court, shall be paid from the Maximum Settlement Amount.

13. RELEASED CLAIMS

As of the Effective Date, the Representative Plaintiffs, as the representatives of the State of California, and the State of California, release Defendant (i.e., Bath & Body Works, LLC), Bath & Body Works Direct, Inc., and Bath & Body Works, Inc., and each of their respective past, present and future owners, stockholders, present and former parent corporations, related or affiliated companies, subsidiaries, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, attorneys, auditors, consultants, insurers and re-insurers, and their respective successors and predecessors in interest, each of their company-sponsored employee benefit plans of any nature (including, without limitation, profit-sharing plans, pension plans, 401(k) plans, and severance plans) and all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents (collectively, the "Releasees") from the "Released Claims" (defined below) during the Settlement Period. For the avoidance of doubt, the Released Claims here do not include the Representative Plaintiffs' individual claims for damages, which are being handled in a separate settlement and release in connection with the Plaintiffs' individual arbitrations and/or claims. The Court's Settlement Approval Order and Judgment will have the same preclusive effect under *Arias v. Superior Court* (2009) 46 Cal.4th 969 as if the government litigated the matter toward judgment, which includes all non-party Allegedly Aggrieved Employees. This means, by operation of the Court's Settlement Approval Order and Judgment, neither the Representative Plaintiffs, the Allegedly Aggrieved Employees, nor the State of California may pursue recovery of civil penalties from Defendant or any of the Releasees for the Released Claims (defined below) that arose during the Settlement Period.

For purposes of this Settlement Agreement, the "Released Claims" are defined as: all claims, demands, rights, liabilities, and causes of action for civil penalties pursuant to PAGA that arose, accrued or existed during the Settlement Period that were alleged, or that could have been alleged based on the statutes, violations, facts and/or theories asserted in the PAGA notice letters filed by Representative Plaintiffs with the LWDA and the SAC, including based on alleged violations of Labor Code Sections 201-204, 210, 216, 225.5, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and the applicable Wage Order, whether for penalties (including, but not limited to penalties pursuant to Labor Code Sections 203, 210, 226, 226.3, 256, 558, 1174.5, 1197.1, 2699(a), 2699(f)), attorneys' fees and costs (including, but not limited to attorneys' fees and costs pursuant to Labor Code Sections 218.5 and 2699(g)(1), Code of Civil Procedure Section 1021.5), or interest arising out of the claims at issue, including: alleged failures to provide uninterrupted duty-free, 30-minute first and second meal periods as well as uninterrupted duty-free rest periods of the requisite duration; alleged failures to pay meal period and rest period premiums, including at the proper rate; alleged failures to pay overtime and double time wages, including on the seventh day of the workweek and by failing to account for bonuses/incentives/commissions in the "regular rate of pay" for overtime purposes; alleged

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failures to pay for all hours worked (e.g., permitting off-the-clock work), including during security checks, meal breaks, pre-/post-shift work and/or outside scheduled shifts; alleged failures to pay reporting wages; alleged failures to provide accurate wage statements and maintain accurate records; alleged failures to pay associates the applicable minimum wages; alleged failures to pay all wages owing during employment and at termination; and alleged failures to reimburse for necessary business expenses, including use of personal cell phones.

14. NO ADMISSION BY THE PARTIES

Defendant and the other Releasees deny any and all claims alleged in the SAC and deny all wrongdoing whatsoever. This Settlement Agreement is neither a concession nor an admission and shall not be used against Defendant or the other Releasees as an admission or indication with respect to any claim of any fault, concession or omission by Defendant or the other Releasees. Whether or not the Settlement is approved, neither the Settlement, nor any document, statement, proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall in any event be:

a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or the other Releasees, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant, or any of the other Releasees, of any liability, fault, wrongdoing, omission, concession or damage; or

b) disclosed, referred to or offered or received in evidence against Defendant or any of the other Releasees in any further proceeding in the Lawsuit, nor any other civil, criminal or administrative action or proceeding, except for purposes of settling the Lawsuit pursuant to this Settlement Agreement or for the enforcement of the terms of this Settlement Agreement.

15. CONFIDENTIALITY

Representative Plaintiffs and Defendant shall not: (1) initiate or cause the initiation of any communications concerning the Settlement with any media organization and/or (2) respond to or cause a response to be made to any communications concerning the Settlement with any media organization. Representative Plaintiffs and Defendant shall also instruct their attorneys not to (1) initiate or cause the initiation of any communications concerning the Settlement with any media organization and/or (2) respond to or cause a response to be made to any communications concerning the Settlement with any media organization. Representative Plaintiffs shall instruct their attorneys not to use Defendant's name in marketing materials. Representative Plaintiffs will not make, and Representative Plaintiffs shall instruct their attorneys to not make, any posting on any website, instant message site, blog, or social networking site that uses Defendant's name in connection with this Settlement and will not list or refer to the Lawsuit in any website, mailings, publicity, or other similar forums or materials. However, following the Effective Date and notwithstanding the foregoing, nothing in this Settlement Agreement shall be read to prohibit Representative Plaintiffs' Counsel in marketing materials or on websites from providing a brief description of the nature of the Lawsuit, the amount of the Settlement and that the defendant in the action was a "retailer." Nothing in this Paragraph or in this Agreement is intended to interfere with (i) Representative Plaintiffs from discussing this Settlement with their spouse, attorneys, or tax advisors; (ii) Representative Plaintiffs' Counsel from citing the Settlement as evidence supporting

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their competence as counsel in representative wage/hour and/or class action matters in public court filings; or (iii) Representative Plaintiffs' Counsel's duties and obligations to faithfully discharge their duties as class/representative counsel, including but not limited to, communicating with the Allegedly Aggrieved Employees about the Settlement, the LWDA, or the Court regarding the Settlement.

16. NULLIFICATION OF AGREEMENT

In the event the Court declines to approve the Settlement and enter a final order and judgment substantially in the form submitted by the Parties, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In such event, the Parties hereto and any funds to be awarded under this Settlement shall be returned to their respective statuses 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; however in this event, Defendant agrees to pay the Claims Administrator for services rendered up to the date the Claims Administrator is notified that the Settlement has been terminated.

17. TREATMENT OF CONFIDENTIAL DOCUMENTS AND INFORMATION

Representative Plaintiffs, the Allegedly Aggrieved Employees, and Representative Plaintiffs' Counsel agree that none of the confidential documents and information provided to them by Defendant shall be used for any purpose other than prosecution of the Lawsuit. No later than ten (10) days after Representative Plaintiffs' Counsel receives any Court-approved award of attorneys' fees, Representative Plaintiffs and Representative Plaintiffs' Counsel shall destroy the original and all copies of any confidential documents that Defendant produced or provided to Representative Plaintiffs or Representative Plaintiffs' Counsel during the Lawsuit, except that Representative Plaintiffs and Representative Plaintiffs' Counsel may keep confidential documents and information that constitute attorney-client privileged communications and materials, attorney work product, pleadings, and/or deposition transcripts with exhibits. Representative Plaintiffs and Representative Plaintiffs' Counsel agree to destroy the original and copies of the Allegedly Aggrieved Employees' contact information that Representative Plaintiffs' Counsel received from a third party administrator as part of the Belaire-West Notice process in the Lawsuit, and shall certify to Defendant's counsel that such destruction has been completed, except this provision does not apply to contact information for Allegedly Aggrieved Employees that are represented by Representative Plaintiffs' Counsel or have indicated interest in being represented by Representative Plaintiffs' Counsel for separate claims against a different employer. The certification contemplated by this paragraph is a material term of this Settlement Agreement.

18. REPRESENTATIONS AND WARRANTIES

Each party to this Settlement Agreement represents and warrants that he, she, or it has not heretofore assigned or transferred, or purported to assign or transfer, any of the claims released pursuant to this Settlement Agreement to any other person and that he, she or it is fully entitled to compromise and settle same.

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19. CALIFORNIA LAW

All questions with respect to the construction of this Settlement Agreement and the rights and liabilities of the Parties hereto shall be governed by the laws of the State of California applicable to agreements to be wholly performed within the State of California.

20. OWN COUNSEL

Each party hereto acknowledges that he, she or it has been represented by counsel of his, her or its own choice throughout all of the negotiations which preceded the execution of this Settlement Agreement and in connection with the preparation and execution of this Settlement Agreement.

21. FURTHER ACTS AND DOCUMENTS

The Parties agree to do such acts and execute all such documents necessary to effectuate the intent of this Settlement Agreement.

22. COUNTERPARTS

This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and will be effective upon execution by all Parties. Facsimile and electronic/digital signatures shall be deemed original signatures for all purposes.

23. HEADINGS

The headings contained in this Settlement Agreement are for reference only and are not to be construed in any way as a part of the Settlement Agreement.

24. ENTIRE AGREEMENT

This Settlement Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. For the avoidance of doubt, the Representative Plaintiffs' individual settlement agreements in connection with their individual arbitrations and/or claims are excluded from this provision. Each of the Parties covenants that he, she or it has not entered into this Settlement Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. This Settlement Agreement may be amended only by an agreement in writing duly executed by all Parties.

25. BINDING EFFECT

This Settlement Agreement shall be binding and inure to the benefit of the Parties hereto and to their respective heirs, assigns and successors-in-interest.

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26. DRAFTING

Each party has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any party as drafter of this Settlement Agreement.

27. SEVERABILITY

In the event any covenant or other provision herein is held to be invalid, void or illegal, the same shall be deemed severed from the remainder of this Settlement Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision herein. If any covenant, condition or other provision herein is held to be invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. AUTHORITY

Each party hereto warrants and represents that each of the persons or entities executing this Settlement Agreement is duly empowered and authorized to do so.

29. CONTINUING JURISDICTION OF THE COURT

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Lawsuit, and the Settlement solely for purposes of (i) enforcing this Settlement Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

30. NOTICE

All notices, demands and other communications between the Parties in connection with this Settlement Agreement shall be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Representative Plaintiffs:

SCHNEIDER WALLACE COTTRELL KIM LLP
Carolyn H. Cottrell
ccottrell@schneiderwallace.com
Esther L. Bylsma
ebylsma@schneiderwallace.com
2000 Powell Street, Suite 1400
Emeryville, California 94608

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JAMES HAWKINS APLC
James Hawkins
james@jameshawkinsaplc.com
Christina M. Lucio
christina@jameshawkinsaplc.com
Nicholas W. Schieffelin
nick@jameshawkinsaplc.com
9880 Research Drive
Irvine, California 92618

To Defendant:

BAKER & HOSTETLER LLP
Phillip J. Eskenazi
peskenazi@bakerlaw.com
Kerri H. Sakaue
ksakaue@bakerlaw.com
Matthew P. Eaton
meaton@bakerlaw.com
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4508

WHEREFORE, Representative Plaintiffs, on behalf of themselves and as proxies for the LWDA, on the one hand, and Defendant, by its duly authorized agent, on the other hand, have executed this Settlement Agreement as of the dates set forth below.

DATED: _____

SHAMIYA TUCKER

DATED: _____

MARLENE TORRES

DATED: _____

SHYLAN WILLIAMS

DATED: 8/31/2026

BATH & BODY WORKS, LLC

By: Signed by: Ann Aber 44A26829BC274F1...

Name: Ann Aber

Title: Chief Legal Officer

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APPROVED AS TO FORM:

DATED: _____

SCHNEIDER WALLACE COTTRELL KIM LLP

By: _____
Carolyn H. Cottrell

Attorneys for Representative Plaintiffs

JAMES HAWKINS APLC

DATED: _____

By: _____
James Hawkins

Attorneys for Representative Plaintiffs

DATED: 8/31/26

BAKER & HOSTETLER LLP

By: _____
Phillip J. Eskenazi

Attorneys for Defendant

JAMES HAWKINS APLC
James Hawkins
james@jameshawkinsaplc.com
Christina M. Lucio
christina@jameshawkinsaplc.com
Nicholas W. Schieffelin
nick@jameshawkinsaplc.com
9880 Research Drive
Irvine, California 92618

To Defendant:

BAKER & HOSTETLER LLP
Phillip J. Eskenazi
peskenazi@bakerlaw.com
Kerri H. Sakaue
ksakaue@bakerlaw.com
Matthew P. Eaton
meaton@bakerlaw.com
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4508

WHEREFORE, Representative Plaintiffs, on behalf of themselves and as proxies for the LWDA, on the one hand, and Defendant, by its duly authorized agent, on the other hand, have executed this Settlement Agreement as of the dates set forth below.

DATED: 09 / 02 / 2026

Shamiya Tucker
SHAMIYA TUCKER

DATED: _____

_____
MARLENE TORRES

DATED: _____

_____
SHYLAN WILLIAMS

DATED: _____

BATH & BODY WORKS, LLC

By: _____

Name: _____

Title: _____

Doc ID: 13113d72878995a0b9ee94518a12f08b14a30b80

APPROVED AS TO FORM:

DATED: 09/02/2026

SCHNEIDER WALLACE COTTRELL KIM LLP

By: _____
Carolyn H. Cottrell

Attorneys for Representative Plaintiffs

JAMES HAWKINS APLC

DATED: _____

By: _____
James Hawkins

Attorneys for Representative Plaintiffs

DATED: _____

BAKER & HOSTETLER LLP

By: _____
Phillip J. Eskenazi

Attorneys for Defendant

Doc ID: 13113d72878995a0b9ee94518a12f08b14a30b80

JAMES HAWKINS APLC
James Hawkins
james@jameshawkinsaplc.com
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Nicholas W. Schieffelin
nick@jameshawkinsaplc.com
9880 Research Drive
Irvine, California 92618

To Defendant:

BAKER & HOSTETLER LLP
Phillip J. Eskenazi
peskenazi@bakerlaw.com
Kerri H. Sakaue
ksakaue@bakerlaw.com
Matthew P. Eaton
meaton@bakerlaw.com
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4508

WHEREFORE, Representative Plaintiffs, on behalf of themselves and as proxies for the LWDA, on the one hand, and Defendant, by its duly authorized agent, on the other hand, have executed this Settlement Agreement as of the dates set forth below.

DATED: _____

SHAMIYA TUCKER

DATED: 08/28/2026

Marlene Torres (Aug 28, 2026 11:42:02 PDT)

MARLENE TORRES

DATED: _____

SHYLAN WILLIAMS

DATED: _____

BATH & BODY WORKS, LLC

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

DATED: _____

SCHNEIDER WALLACE COTTRELL KIM LLP

By: _____
Carolyn H. Cottrell

Attorneys for Representative Plaintiffs

DATED: 08/28/2026

JAMES HAWKINS APLC

By: _____
James Hawkins

Attorneys for Representative Plaintiffs

DATED: _____

BAKER & HOSTETLER LLP

By: _____
Phillip J. Eskenazi

Attorneys for Defendant

JAMES HAWKINS APLC
James Hawkins
james@jameshawkinsaplc.com
Christina M. Lucio
christina@jameshawkinsaplc.com
Nicholas W. Schieffelin
nick@jameshawkinsaplc.com
9880 Research Drive
Irvine, California 92618

To Defendant:

BAKER & HOSTETLER LLP
Phillip J. Eskenazi
peskenazi@bakerlaw.com
Kerri H. Sakaue
ksakaue@bakerlaw.com
Matthew P. Eaton
meaton@bakerlaw.com
1900 Avenue of the Stars, Suite 2700
Los Angeles, CA 90067-4508

WHEREFORE, Representative Plaintiffs, on behalf of themselves and as proxies for the LWDA, on the one hand, and Defendant, by its duly authorized agent, on the other hand, have executed this Settlement Agreement as of the dates set forth below.

DATED: _____

SHAMIYA TUCKER

DATED: _____

MARLENE TORRES

DATED: 09 / 09 / 2026

SHYLAN WILLIAMS

DATED: _____

BATH & BODY WORKS, LLC

By: _____

Name: _____

Title: _____

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