

## **CLASS ACTION SETTLEMENT AGREEMENT**

Plaintiffs Malinda Smidga, Ashley Popa, Matilda Dahlin, Christina Calcagno, and Brian Calvert (the “Named Plaintiffs”), acting individually and on behalf of the proposed Settlement Class identified below (collectively with Named Plaintiffs, “Plaintiffs”), and Bath & Body Works, LLC (“BBW”) and Victoria’s Secret Stores, LLC (“VS”, together with BBW, “Defendants”), enter into this Class Action Settlement Agreement (the “Settlement Agreement”) as of the execution by all the Parties hereto. Plaintiffs and Defendants are collectively referred to herein as the “Parties” and each individually a “Party.” Capitalized terms used herein are defined in Section I or have the meaning ascribed to them elsewhere in this Settlement Agreement. Subject to the Court’s approval, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in this Settlement Agreement and upon the entry by the Court of a Final Approval Order and Judgment and the occurrence of the Effective Date, this Action shall be settled and compromised upon the terms and conditions contained herein.

### **RECITALS**

**WHEREAS**, Plaintiffs asserted claims against Defendants based on the allegation that Defendants printed more than the last 5 digits of credit card and debit card numbers on receipts provided to cardholders at the point of sale in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1) from May 10, 2021 to August 8, 2021;

**WHEREAS**, these claims were brought by Plaintiffs on behalf of putative classes against Defendants in four separate matters (together, the “Named Actions”);

**WHEREAS**, Plaintiffs Smidga and Popa asserted their claims against BBW in *Smidga et al. v. Bath & Body Works LLC*, GD-21-009142 (C.P. Allegheny Cnty., Pa.);

**WHEREAS**, Plaintiff Dahlin asserted her claim against BBW in *Dahlin v. Bath & Body Works LLC*, No. 21-CV-02594 (Super. Ct. Cal.);

**WHEREAS**, Plaintiff Calcagno asserted her claim against VS in *Calcagne v. Victoria's Secret LLC*, No. 37-2022-00037481-CU-MC-NC (Super. Ct. Cal.);

**WHEREAS**, Plaintiff Calvert asserted his claim against VS in *Calvert v. Victoria's Secret Stores, LLC*, No. GD-22-011829 (C.P. Allegheny Cnty., Pa.);

**WHEREAS**, the Parties prepared for and engaged in a full-day formal mediation on May 8, 2023 before the Honorable Diane M. Welsh (Ret.), which resulted in an agreement to resolve the Named Actions;

**WHEREAS**, on May 8, 2023, the Parties executed a Settlement Term Sheet (the "Term Sheet") regarding the settlement of the Named Actions;

**WHEREAS**, the Parties have conducted substantial formal discovery and informal investigation in connection with the claims asserted in the Named Actions, including written discovery, depositions, and briefing the relevant legal and factual issues arising from the claims that are alleged in in the Named Actions;

**WHEREAS**, the Parties have considered: (1) Plaintiffs' ability to certify each class alleged in the Named Actions; (2) the relative merits of the cases and the uncertainties of trial; (3) the benefits of settlement; (4) the costs, risks, and delays associated with litigating the Named Actions; and (5) the likely appeals from any dispositive rulings or denial of class certification;

**WHEREAS**, based on these considerations, the Parties agreed to completely settle the Named Actions to avoid the risk and cost of continued litigation and trial and because the interests of the Parties, including the putative Settlement Class Members, would be served best by a settlement of the Named Actions;

**WHEREAS**, Defendants deny any and all wrongdoing and liability, and further deny that Named Plaintiffs have standing to bring their claims, that the claims are amenable to class treatment, or that damages under FACTA can constitutionally be awarded in the Named Actions;

**WHEREAS**, 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 Named Actions or in any other action or proceeding as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever; and

**WHEREAS**, it is the intention of the Parties to settle and dispose of, fully and completely, any and all claims, demands, and causes of action that were or could have been, set forth in the Named Actions based on the facts and causes of action alleged in the operative complaints in the Named Actions;

**NOW, THEREFORE**, it is hereby stipulated and agreed that, in consideration of the agreements, promises, and covenants set forth in this Settlement Agreement, and subject to judicial approval, the Named Actions shall be fully and finally settled and dismissed with prejudice under the following terms and conditions.

## **I. DEFINITIONS**

Unless defined elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below. Other capitalized terms in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere.

1. “Action” means the to-be amended complaint in the action captioned *Smidga et al. v. Bath & Body Works LLC*, GD-21-009142 (C.P. Allegheny Cnty., Pa.), which, pursuant to the procedures outlined in Section IV.A.2. below, shall be amended to add VS as a defendant and

Plaintiffs Dahlin, Calcagno, and Calvert as named plaintiffs, and the class definition shall be modified only as necessary to encompass the claims and members of the Settlement Class.

2. “Activation Date” means the first date on which the Vouchers may be used. The Activation Date of a Voucher shall be the date it is sent by the Settlement Administrator to the Settlement Class Member, which date shall be determined in consultation with Defendants and shall occur consistent with Section II.C.2, below.

3. “Attorneys’ Fees and Costs” means such funds as may be awarded by the Court based on the Settlement described herein to compensate Class Counsel as determined by the Court, as described more particularly in Section VI of this Settlement Agreement.

4. “Claim Deadline” means 60 days after Notice Begins, which shall be deemed the date the Settlement Website goes live or the first Notice e-mail is sent, whichever is earlier

5. “Claim Form” means the form attached hereto as Exhibit 1, that will be completed by the Settlement Class Member and submitted to the Settlement Administrator on or before the Claim Deadline in order for the Settlement Class Member to be eligible to receive a Voucher under the Settlement.

6. “Claim Period” means the period of time during which a Settlement Class Member must submit a Valid Claim Form to be eligible for a Voucher as part of the Settlement. The Claim Period shall commence upon the first day Notice Begins and shall conclude no more than 60 days after it commences.

7. “Class Counsel” refers to Lynch Carpenter LLP.

8. “Class Notice” means the Court-approved form(s) of notice to Settlement Class Members, which comprises notices in forms substantially similar to those attached to this

Settlement Agreement as Exhibits 6(A) through 6(E), the process for which is outlined in Section III.

9. “Defendants” refers to Bath & Body Works, LLC (“BBW”) and Victoria’s Secret Stores, LLC (“VS”), including their officers, directors, owners, operators, parents, subsidiaries, affiliates, employees, agents, representatives, lawyers, and/or insurers.

10. “Effective Date” means the last date by which all of the following have occurred: (1) the Court has entered a Final Approval Order and Final Judgment and (2) the Final Judgment becomes final and is no longer subject to appeal or review.

11. “Final Approval Hearing” means the hearing at or after which the Court will determine whether to finally approve the Settlement.

12. “Final Approval Order” means an order entered by the Court finally approving the Settlement. A copy of the proposed Final Approval Order is attached as Exhibit 4.

13. “Final Judgment” means the judgment to be entered by the Court following Final Approval, which shall be binding upon the Parties and Settlement Class Members.

14. “BBW Loyalty Members” includes all Settlement Class Members who utilized their My Bath & Body Works Rewards Program account in connection with a purchase during the Claims Period and for whom BBW maintains an email address.

15. “VS Cardholders” includes all Settlement Class Members who utilized a VS-branded credit or debit card for a purchase during the Claims Period and for whom VS maintains an email address.

16. “Named Plaintiffs” refers to Malinda Smidga, Ashley Popa, Matilda Dahlin, Christina Calcagno, and Brian Calvert.

17. “Objection” means a timely objection mailed or hand-delivered to the Settlement Administrator in accordance with the terms of the Notice and simultaneously filed with the Court by a Settlement Class Member objecting to any aspect of the Settlement.

18. “Objection Deadline” means the last date on which a Settlement Class Member may object to the Settlement or any aspect thereof, the request of Class Counsel for Attorneys’ Fees and Costs related to prosecuting the Named Actions, and/or Class Counsel’s application for the Service Award. The Objection Deadline will be specified in the Preliminary Approval Order and Class Notices.

19. “Opt-Out” means a request by a Settlement Class Member to be excluded from the Settlement Class by following the procedures set forth in the Preliminary Approval Order and Notice.

20. “Opt-Out Deadline” means the last date on which a Settlement Class Member may request exclusion from the Settlement Class. The Opt-Out Deadline will be specified in the Preliminary Approval Order and Class Notices.

21. “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

22. “Preliminary Approval Order” means the Order preliminarily approving the Settlement, certifying the Settlement Class for the purposes set forth in this Settlement Agreement, and approving the form of notice to potential Settlement Class Members. A copy of the proposed Preliminary Approval Order is attached as Exhibit 3.

23. “Qualified Settlement Fund” means an account established by the Settlement Administrator and controlled by the Settlement Administrator subject to the terms of this Agreement and the Court’s orders. The Qualified Settlement Fund is intended to be a “qualified

settlement” fund within the meaning of Internal Revenue Code § 1468B and Treasury Regulation § 1.468B-1. Defendants shall retain no rights or reversionary interests in the Settlement Amount once transferred to the Settlement Fund.

24. “Released Claims” means and includes any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, obligations, promises, acts demands, liabilities, rights, causes of actions, contracts or agreements, extra contractual claims, damages, punitive, exemplary, or multiplied damages, cost expenses (including but not limited to attorneys’ fees), whether in law or in equity, accrued or unaccrued, direct, individual, or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law, or any other law, rule or regulation, including the law of any jurisdiction, foreign or domestic, against the Released Persons, or any of them, that arose during the Relevant Time Period, or arise in any manner whatsoever from or in connection with the matters, issues or facts alleged, set forth in, arising out of, or related to the Named Actions or violations of FACTA. For the avoidance of doubt, Released Claims do not extend beyond the matters, issues and/or facts alleged, set forth in, arising out of, or related to, the Named Actions.

25. “Released Persons” means BBW, VS, and all their parents, subsidiaries, affiliated entities, predecessors, successors, assigns, as well as their respective current and former officers, directors, members, stakeholders, owners, employees, agents, attorneys, insurers, accountants, representatives, partners, and/or stockholders.

26. “Releasing Parties” means Named Plaintiffs and every Settlement Class Member, and any person claiming by or through them, including their spouse, parent, child, heir, guardian,

associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.

27. “Relevant Time Period” means beginning on, for each of Defendants’ store locations, the date identified in the charts attached as Exhibit 1 (for BBW) and Exhibit 2 (for VS and PINK) and ending on August 8, 2021.

28. “Service Award” means any amount the Court awards to Named Plaintiffs to recognize their efforts and risks in prosecuting the Named Actions on behalf of the Settlement Class, as described in more particularity in Section VI of this Settlement Agreement.

29. “Settlement” refers to the terms of this Settlement Agreement to resolve the Named Actions.

30. “Settlement Administrator” refers to KCC, LLC.

31. “Settlement Agreement” means this Settlement Agreement, together with all exhibits.

32. “Settlement Class” means all consumers who made a purchase at a Victoria’s Secret, PINK, or Bath & Body Works store during the Relevant Time Period and were provided a printed receipt at the point of sale that displayed more than the last five digits of their credit card or debit card number. The Settlement Class excludes all individuals who, prior to the execution of this Settlement Agreement, commenced separate litigation or arbitration involving the Fair and Accurate Credit Transactions Act against any Defendant, regardless of the present status of such proceeding or any future developments therein. The Settlement Class also does not include any person who timely excludes themselves from the Settlement Class, the trial judge presiding over the Named Actions or any member of the judge’s immediate family, Defendants, as well as any parent, subsidiary, affiliate, officers, or directors of Defendants, Class Counsel,



and any heirs, assigns and successors of any of the above persons or organizations in their capacity as such.

33. “Settlement Class Member” means any consumer who is within the definition of the Settlement Class.

34. “Successful Opt-Out” means a Settlement Class Member’s Opt-Out request made in compliance with Section IV.E.4.

35. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following the entry of the Preliminary Approval Order as a means for the Settlement Class Members to obtain notice of and information about the Settlement and through which Settlement Class Members can submit online claims. The Settlement Website shall contain, at minimum: (1) the Full Notice and Publication Notice in downloadable PDF format in both English and Spanish; (2) frequently asked questions about the Settlement; (3) a contact information page with contact information for the Settlement Administrator, and addresses and telephone numbers for Class Counsel and Defendants’ Counsel; (4) the Settlement Agreement; (5) the signed Preliminary Approval Order and publicly filed motion papers and declarations in support thereof; (6) the operative complaint in the Action; and (7) when they become available, the Fee and Service Award Application, the motion for entry of the Final Approval Order, and any motion papers and declarations filed publicly in support thereof. These documents shall remain on the Settlement Website at least sixty (60) days after the Effective Date. The Settlement Website shall not include any advertising.

36. “Valid Claim Form” means a Claim Form that:

(a) is completed and signed by the Settlement Class Member or a person authorized by law to act on behalf of the Settlement Class Member;

(b) is submitted online or via U.S. Mail to the Settlement Administrator during the Claims Period;

(c) contains the email address of the Settlement Class Member;

(d) identifies the date and applicable store where the purchase was made; although if the Settlement Class Member had more than one qualifying transaction at either Defendants' store(s), the Settlement Class Member need only identify one of the purchase dates and the related applicable store for that Defendant;

(e) contains an attestation by the claimant, under penalty of perjury, that he or she (1) made an in-store purchase at a BBW, VS, or PINK store; (2) during the Relevant Time Period for that store; (3) using a personal credit or debit card in connection with the purchase; and (4) was provided a printed receipt that reflected more than the last five digits of their credit or debit card at the point of sale;

(f) is timely, as judged by the date of its online submission or postmark date; and

(g) is accepted by the Claims Administrator and not successfully challenged.

37. "Voucher" shall have the meaning ascribed to it in Section II.A(1)–(3)

## II. **SETTLEMENT CONSIDERATION AND CLAIMS PROCEDURE**

### A. **Relief to Settlement Class Members**

1. If a Settlement Class Member submits a Valid Claim Form, he or she shall receive a Voucher worth up to \$15.00.

(a) If a Settlement Class Member made purchases during the Relevant Time Period at both BBW and either VS or PINK, the Settlement Class Member may submit a Claim Form for both BBW and either VS or PINK.

(b) A Settlement Class Member may not receive more than one Voucher per Defendant, or two Vouchers total.

2. Subject to the maximum consideration described in paragraph 4 of this section, if a BBW Loyalty Member or VS Cardholder does not submit a Valid Claim Form, he or she will, automatically and with no action on their part, receive by email containing a “clickable” link allowing them to claim a Voucher worth up to \$5.00.

3. All Vouchers shall be subject to the following terms:

(a) Vouchers shall be redeemable at any store from the brand (i.e., either BBW, VS, or PINK) from which the Class Member received the receipt making them a Settlement Class Member.

(b) Vouchers shall be valid for six months from their Activation Date. The Activation Date of a Voucher shall be the date it is sent by the Settlement Administrator. Defendants may, in their sole discretion, but are not required to, accept and redeem any Vouchers more than six months after their Activation Date.

(c) Vouchers shall be non-transferrable.

(d) Vouchers shall be non-refundable.

(e) Vouchers cannot be used towards the purchase of third-party branded products.

(f) Vouchers cannot be combined with other coupons, vouchers, or code-based offers.

(g) Vouchers are not redeemable for cash or gift cards.

(h) Vouchers can only be used towards a single purchase.

- (i) Vouchers cannot be used on shipping and handling or other fees (e.g., styling fees, gift wrap, or membership fees). The value of the Voucher does not qualify towards any shipping offers.
- (j) Vouchers cannot be used at outlet locations or store locations outside the United States.
- (k) If items purchased with Vouchers are returned, canceled, or exchanged, the Voucher's value shall be deducted from any refund.

4. The maximum consideration distributed to Settlement Class Members under this Settlement Agreement shall not exceed fifteen million dollars (\$15,000,000). For the purposes of calculating the maximum consideration, all Vouchers that are delivered, whether or not they are actually redeemed, shall be included in the calculation. For the avoidance of doubt, this includes all "click to claim" Vouchers valued up to \$5 that are distributed pursuant to Section II.A.2, above and all Vouchers valued up to \$15 that are distributed pursuant to Section II.A.1 above. If more than \$15,000,000 in Vouchers are claimed, the Settlement Administrator shall distribute Vouchers on a pro rata basis, reducing the value of the Vouchers as necessary in order to comply with the \$15,000,000 maximum consideration. The pro rata reduction in value shall first be applied to Vouchers valued up to \$15 before any pro rata reduction in the "click to claim" Vouchers valued up to \$5. At such time that the value of the \$15 Vouchers is reduced to \$5, all Vouchers shall be subject to equal pro rata reduction.

5. The Settlement Administrator shall be responsible for receiving and keeping safe and secure all Claim Forms and for administering the Settlement. The Settlement Administrator shall examine each Claim Form and determine if the Claim Form constitutes a Valid Claim Form eligible to receive a Voucher.

6. A Claim Form that is incomplete, deficient, or that in any way fails to satisfy the requirements of Section I.36 above shall not entitle the person named in such Claim Form to a Voucher. The Settlement Administrator shall notify any Settlement Class Member that submits a deficient claim form and provide them with one notice of opportunity to cure any deficiencies by sending an email or letter describing the deficiency and informing the Settlement Class Member that he or she may correct the issue within the Claims Period. No subsequent notices of opportunity to cure any deficiencies shall be provided to any Settlement Class Member once they have received the one notice contemplated by this paragraph. For the avoidance of doubt, information on a claims form that identifies the claimant as outside the class definition shall not be considered a deficiency.

**B. Disputes**

1. Any disputes related to this Settlement Agreement shall be resolved by the Court, which shall have continuing jurisdiction over this Settlement until all payments and obligations contemplated herein have been fully carried out. Any disputes over whether a particular Class Member has submitted a Valid Claim Form shall first attempt to be resolved between the parties and the Settlement Administrator. If those efforts are not successful, any remaining disputes shall be submitted to the Court.

**C. Payment of Benefits**

1. Defendants shall provide the Vouchers to the Settlement Administrator within thirty (30) days of the Effective Date, for distribution to the Settlement Class Members.

2. Subject to the terms and conditions of the Settlement Agreement, within sixty (60) days of the Effective Date, the Settlement Administrator shall email the Vouchers to all

Settlement Class Members eligible to receive them under sections II.A.1 and II.A.2 of the Settlement Agreement.

**D. Settlement Administration and Cost of Notice**

1. Costs of Settlement Administration and Notice shall be paid exclusively by Defendants. For avoidance of doubt, these costs are paid in addition to, and not included in, the \$15,000,000 maximum consideration described in Section II.A.4.

2. Defendants shall make a payment to Settlement Administrator within 30 days after Preliminary Approval in an amount equal to the estimated costs of Settlement Administration and Notice provided by the Settlement Administrator. Defendants are also responsible to pay any costs of Settlement Administration and Notice that exceed the estimate.

**III. NOTICE TO THE SETTLEMENT CLASS**

1. Within ten (10) days of the Court's entry of a Preliminary Approval Order, Defendants will provide the Settlement Administrator with email addresses, transaction date, and the transaction store location, for all BBW Loyalty Members and VS Cardholders for the Relevant Time Period. Defendants make no representations as to the accuracy or validity of any email addresses provided. If a BBW Loyalty Member had more than one transaction at a BBW store during the Relevant Time Frame, BBW shall need only identify one transaction date and the related store location. If a VS Cardholder had more than one transaction at a VS or PINK store during the Relevant Time Frame, VS shall need only identify one transaction date and the related store location.

2. Notice of this Settlement Agreement shall be provided within forty (40) days after the Court enters a Preliminary Approval Order, in the following manner:

(a) A single notice consistent with Exhibit 6(A) shall be directly emailed to all BBW Loyalty Members and VS Cardholders, which notice provides an option to file a claim or do nothing and receive a “click to claim” Voucher.

(b) The Settlement Administrator shall post a Notice consistent with Exhibit 6(B) on the Settlement Website;

(c) The Settlement Administrator will provide Notice through a press release consistent with Exhibit 6(C) issued nationwide to general media outlets and journalists.

(d) The Settlement Administrator shall also provide Notice consistent with Exhibit 6(D) and 6(E) through a digital media campaign which shall consist of approximately 45.3 million digital media impressions purchased programmatically over various websites via one or more ad exchanges, and on Facebook, Instagram, and YouTube, which will run for the entire sixty (60) day Claims Period.

3. The parties shall have the right to review and approve the language of any form of Notice, any direct communications with the Settlement Class, and any information posted on the Settlement Website. The parties shall further have the right to review and approve the publications the Notices will run on, including without limitation, the name and internet address of the Settlement Website. The parties shall not unreasonably withhold approval of any aspect of the notice plan, including the form and content of various Notices.

#### IV. **SETTLEMENT PROCEDURES**

##### A. **Dismissal and Amendment**

1. Upon the Effective Date, Plaintiffs Dahlin, Calcagno, and Calvert shall each file a motion for or stipulation of dismissal with prejudice in *Dahlin v. Bath & Body Works LLC*, No. 21-CV-02594 (Super. Ct. Cal.), *Calcagne v. Victoria’s Secret LLC*, No. 37-2022-00037481-CU-

MC-NC (Super. Ct. Cal.), and *Calvert v. Victoria's Secret Stores, LLC*, No. GD-22-011829 (C.P. Allegheny Cnty., Pa.). Named Plaintiffs and Defendants agree to reasonably cooperate and take all necessary and appropriate steps to obtain such dismissals.

2. Prior to or contemporaneously with the filing of the Motion for Preliminary Approval, Plaintiffs Smidga and Popa in the action captioned *Smidga et al. v. Bath & Body Works LLC*, GD-21-009142 (C.P. Allegheny Cnty., Pa.) shall amend their complaint to add VS as a defendant and Plaintiffs Dahlin, Calcagno, and Calvert as named plaintiffs, and to amend the class definition as necessary to encompass the claims and members of the Settlement Class as set forth in this Settlement Agreement. Defendants shall consent to those changes solely for the purposes of effectuating the terms of this Settlement Agreement.

3. It is the intent of the Parties that all proceedings in connection with this Settlement Agreement shall take place in the Pennsylvania Court of Common Pleas, Allegheny County, in the consolidated action described in Section IV.A.2 of the Settlement Agreement.

**B. Class Certification**

1. For settlement purposes only, Defendants conditionally agree and consent to certification of the Settlement Class. Defendants' conditional agreement is contingent on the Parties' execution of this Settlement Agreement, the Court's entry of an order of Preliminary Approval of the Settlement, and the Court's entry of a Final Approval Order of the Settlement. If this Settlement Agreement, for any reason, does not receive judicial approval, or if it is otherwise terminated or not approved, it shall be null and void, Defendants' conditional agreement and consent to class certification shall be of no force or effect, and the negotiation, terms, and entry of this Settlement Agreement shall remain inadmissible under the Federal Rules



of Civil Procedure, Federal Rule of Evidence 408, and any applicable state law or rule of civil procedure or evidence.

2. For purposes of this Settlement Agreement and the proceedings and certification contemplated herein, Defendants shall not oppose a motion by Plaintiffs Dahlin, Smidga, Popa, Calcagno, and Calvert to be appointed the Settlement Class Representatives for the Settlement Class, nor shall Defendants oppose a motion by Lynch Carpenter LLP to be appointed Class Counsel for the Settlement Class.

3. The certification of Settlement Class for settlement purposes is made without prejudice of the rights of Defendants to oppose class certification and/or to contest issues of liability, in the Named Actions or any other action, should this Settlement Agreement be terminated or the Effective Date not occur for any reason, is not to be construed as a waiver of any defense or an admission that the Settlement Class or any other class could be appropriately certified for purposes of litigation, and cannot be used in this or any other litigation except for purposes of effectuating this Settlement.

### **C. Preliminary Approval**

1. As soon as practical after the execution of this Settlement Agreement, Plaintiffs shall jointly move the Court for a Preliminary Approval Order substantially in the form of Exhibit 3 hereto. Solely for the purposes of the Settlement, Defendants will not oppose the motion for Preliminary Approval or entry of a Preliminary Approval Order substantially in the form of Exhibit 3 hereto.

2. Such Preliminary Approval Order shall, *inter alia*:

(a) preliminarily approve the Settlement Agreement as fair, reasonable, and adequate, including the material terms of this Settlement Agreement;

(b) provisionally certify the Settlement Class for settlement purposes only;

(c) approve the proposed Notice and Claim Form in forms substantially similar to those attached hereto as Exhibits 6(A)–(D) and 5, and authorize their dissemination to the Settlement Class Members in the manner set forth in Section III, above;

(d) approve the requirement that Settlement Class Members submit a Valid Claim Form in order to obtain the Vouchers;

(e) set deadlines consistent with this Settlement Agreement for the provision of the Notice and Claim Form, the submission of Claim Forms, the filing of objections, statements or other submissions by any person concerning the Settlement, the submissions of Opt-Out requests from the Settlement Class, and the filing of papers in connection with Class Counsel’s petition for attorneys’ fees and service awards and the Final Approval Hearing;

(f) conditionally designate Plaintiffs as the representative of the Settlement Class and Class Counsel as counsel for the Settlement Class;

(g) approve the Settlement Administrator; and

(h) set a date for a Final Approval Hearing.

**D. Duties of the Settlement Administrator**

1. The duties of the Settlement Administrator shall be governed by the terms of the Settlement Agreement. The Settlement Administrator will be responsible for the following tasks:

(a) implementing and distributing the Notice approved by the Court;

(b) auto-populating Notices and Claim Forms with available date for BBW Loyalty Members and VS Cardholders;

(c) reporting on the status of the notice, claims, and administration of the Settlement to the Parties;

(d) resolving any Claim Form deficiencies in accordance with Section II.A.6;

(e) calculating the settlement allocation for each Class Member;

(f) distributing the Vouchers;

(g) establishing and maintaining the Settlement Website;

(h) establishing and maintaining a post office box for Opt-Out and/or Objections to the Settlement;

(i) submitting a declaration to the Court and counsel for the Parties at least twenty-eight (28) days before the date scheduled for Final Approval certifying that notice was provided in accordance with the terms of the Agreement and the total number of Class Members who received the Settlement Notice, and the total number of Class Members who opted out of the Settlement; and

(j) performing such additional duties as the Parties and/or the Court may mutually direct.

**E. Right and Effect of Members of the Class to Opt-Out**

1. Each member of the Settlement Class shall have the right to Opt-Out and not participate in the Settlement Agreement, as provided for in the Preliminary Approval Order.

2. The Class Notice shall inform each Settlement Class Member of his or her right to request exclusion from the Settlement Class and not to be bound by this Settlement Agreement if, within such time as is ordered by the Court as the Opt-out Deadline, the Class Member completes and mails a request for exclusion to the Settlement Administrator at the address set forth in the Class Notice.

3. The Parties will recommend that all Opt-Out requests be mailed to the Settlement Administrator no less than forty-five (45) days after Notice Begins.

4. For a Settlement Class Member's Opt-Out request to be valid and treated as a Successful Opt-Out, it must (a) state his or her full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on behalf of the Settlement Class Member; and (c) state unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class, to be excluded from the Settlement, not to participate in the Settlement, and/or to waive all rights to the benefits of the Settlement. The Settlement Administrator shall promptly inform Defendants and Class Counsel of any and all Successful Opt-Outs as well as any and all other apparent Opt-Out requests.

5. Successful Opt-Outs shall receive no benefit or compensation under this Settlement Agreement and shall have no right to object to the proposed Settlement Agreement or attend the Final Approval Hearing.

6. An Opt-Out request that does not comply with all of the foregoing, or that is not timely submitted or postmarked or that is sent to an address other than that set forth in the Class Notice, shall be invalid and the person serving such request shall be treated as a Settlement Class Member and be bound by this Settlement Agreement and the Release contained herein. The Parties shall have discretion, subject to the mutual agreement by Class Counsel and Defendants, to treat any Opt-Out requests that are deficient in any way mentioned in this paragraph as Successful Opt-Outs.

7. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Class Members as a group, aggregate, or class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative other than as mentioned above in Section IV.E.4. Any such purported opt-outs shall be void and the person(s) that is or are the subject of such purported opt-out shall be treated as a Settlement Class Member.

8. Prior to the Final Approval Hearing, Class Counsel, Counsel for the Defendants, and the Settlement Administrator shall create a comprehensive list of Successful Opt-Outs and submit it to the Court. If any communication from a Settlement Class Member is unclear about whether it constitutes an Opt-Out, or the Parties disagree about whether the communication constitutes an Opt-Out, the Parties shall submit the communication to the Court for final resolution.

**F. Inquiries from Settlement Class Members**

1. It shall be the responsibility of the Settlement Administrator to respond to all inquiries from Settlement Class Members with respect to this Settlement except to the extent inquiries are directed to Class Counsel. Class Counsel and Counsel for Defendants must both approve any FAQs or other materials the Settlement Administrator may use to answer inquiries from Settlement Class Members and shall confer and assist the Settlement Administrator as it requests. All such FAQs and other communications to Settlement Class Members shall be consistent with the Settlement Agreement.

**G. Objections to the Settlement**

1. Any Settlement Class Member who wishes to object to the proposed Settlement must mail or hand-deliver written objections to the Settlement (“Objections”) to the Settlement

Administrator, at the address set forth in the Notice, and mail or hand-deliver the Objections simultaneously to the Court. Objections may be filed by counsel for a Settlement Class Member.

2. To be valid, each Objection must: (i) set forth the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature or the signature of counsel for the Settlement Class Member; (iii) state that the Settlement Class Member objects to the Settlement, in whole or in part; (iv) set forth a statement of the legal and factual basis for the Objection; (v) contain facts supporting the person's status as a Settlement Class Member; (vi) include copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vii) include the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury that the factual statements asserted herein are true and correct to the best of my knowledge and belief."

3. The Parties will recommend that all Objections should be mailed or hand-delivered to the Court and mailed or hand-delivered to the Settlement Administrator no less than forty-five (45) days after Notice Begins. The deadline for filing objections shall be included in the Notice. An objector is not required to attend the Final Approval Hearing.

4. Any Settlement Class Member who submits a written objection, as described in this Section, has the option to, but is not required to, appear at the Final Approval Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Settlement Class Members (with or without their attorneys) intending to make an appearance at the Final Approval Hearing must include on a timely and valid Objection a statement substantially similar to "Notice of Intention

to Appear.” If an objecting Settlement Class Member (either with or without his or her attorney or through his or her attorney acting on his or her behalf) intends to speak at the Final Approval Hearing in support of the objection, the Settlement Class Member’s objection must state this intention in a “Notice of Intention to Appear” served on the Settlement Administrator, Class Counsel and Defendants’ Counsel no later than fourteen (14) days before the Final Approval Hearing. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing with or through counsel, he or she must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted in the Notice of Intention to Appear. If the objecting Settlement Class Member (or their Counsel) intends to request the Court to allow the Settlement Class Member to call witnesses at the Final Approval Hearing, such request must be made in the Settlement Class Member’s written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony. Only Settlement Class Members who submit timely Objections including Notices of Intention to Appear may speak at the Final Approval Hearing. If a Settlement Class Member makes an objection through an attorney, the Settlement Class Member will be responsible for his or her personal attorneys’ fees and costs.

5. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement, the Class Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement. The Parties shall have discretion, subject to Court approval, to treat any purported Objections that are deficient in any way mentioned in this Section as valid Objections.

6. If and when the Settlement becomes final, the Parties shall bear their own costs and attorney's fees not otherwise awarded in accordance with this Settlement Agreement.

**H. Final Approval Hearing**

1. The Parties will recommend that the Final Approval Hearing be scheduled for a date as soon as reasonably practicable.

2. The Parties will file with the Court their briefs in support of final approval, including responses to any objections, no later than twenty-eight (28) days before the Final Approval Hearing, in accordance with the dates set in the Preliminary Approval Order.

3. Notwithstanding the requirements set forth in Section IV.G above regarding Objections, any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, within the time set by the Court, mail or hand-deliver to the Court a notice of appearance in the action, take all other actions or make any additional submissions as may be required in the Notice or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and counsel for the Defendants as provided in the Notice. Unless so permitted by the Pennsylvania Rules of Civil Procedure or the Local Rules of the presiding Court, no Settlement Class Member shall be permitted to raise matters at the Final Approval Hearing that the Settlement Class Member could have raised in an Objection but failed to do so. Any Settlement Class Member who fails to comply with this Settlement Agreement, the Notice, and any other order by the Court shall be barred from appearing at the Final Approval Hearing.

4. The Parties shall ask the Court to enter a Final Approval Order and Judgment in substantially the same form as Exhibit 4. Defendants' request for entry of the Final Approval Order and Judgment shall not be an admission or concession by Defendants that class



certification and/or relief was appropriate in the Named Actions or would be appropriate in any other matter.

**I. Litigation Stay**

1. Except as necessary to secure approval of this Settlement Agreement or as otherwise provided herein, the Parties shall take no further litigation steps in the Named Actions pending the issuance of a Final Approval Order and Judgment. In all meaningful regards the Parties shall work together to stay all litigation matters to the extent that any action is required by the court in any of the Named Actions.

**J. Disapproval, Cancellation, Termination, or Nullification of Settlement**

1. Each Party shall have the right to terminate this Settlement Agreement if: (i) the Court denies Preliminary Approval of this Settlement Agreement (or grants Preliminary Approval through an order that is not substantially similar in form and substance to Exhibit 3 hereto); (ii) the Court denies Final Approval of this Settlement Agreement (or grants Final Approval through an order that materially differs in substance from Exhibit 4 hereto); or (iii) the Final Approval Order and Judgment does not become final by reason of a higher court reversing Final Approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to the other Parties' counsel, by hand delivery, mail, or e-mail within ten days of the occurrence of the condition permitting termination.

2. Defendants may unilaterally terminate this Settlement Agreement if more than 1,500 Settlement Class Members submit valid Opt-Outs. If Defendants elect to terminate this Settlement under this paragraph, Defendants must provide written notice to Class Counsel, by

hand delivery, mail, or e-mail within ten days of receiving notice of the occurrence of the condition permitting termination by the Settlement Administrator.

3. Nothing shall prevent Plaintiffs and/or Defendants from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of Final Approval of the Settlement. In the event such appellate proceedings result, by order of the appellate court or by an order after remand or a combination thereof, in the entry of an order(s) whereby the Settlement is approved in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Named Actions with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Approval Order.

4. This Agreement is conditioned on final approval without material modification by the Court. If this Settlement Agreement is terminated or not so approved, or if it fails to become effective for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; and (ii) all Parties shall be deemed to have reverted to their respective status in the Named Actions as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed, except that the Parties shall not seek to recover from one another any costs and attorney's fees incurred in connection with this Settlement.

V. **RELEASE**

A. **Releases, Binding and Exclusive Nature of Settlement Agreement**

1. In connection with the Settlement, both the Final Approval Order and Judgment shall provide that the Action be dismissed with prejudice as to the Named Plaintiffs and all Settlement Class Members.

2. In consideration of the promises and covenants set forth in this Agreement, the Releasing Parties, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall in fact, have remised, released, and forever discharged, waived and relinquished any and all Released Claims against any of the Released Persons. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims they may have. The Releasing Parties hereby fully release and forever discharge the Released Persons from any and all Released Claims.

3. With respect to all Released Claims, the Named Plaintiffs and each of the other Settlement Class Members who have not submitted Successful Opt-Outs of this Settlement agree that they are expressly waiving and relinquishing any and all rights that they have or might have relating to the Released Claims under (i) California Civil Code § 1542 which reads as follows:

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

and (ii) any law of any state or territory of the United States, federal law or principle of common law, or of international or foreign law, that is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to the

Released Claims. On their own behalf and on behalf of the Releasing Parties, the Parties agree that the foregoing release and waiver shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of those facts, and that this Settlement Agreement contemplates the extinguishment of all such Released Claims. By executing this Settlement Agreement, the Parties acknowledge that: (a) they are represented by counsel; (b) they have read and fully understand the provisions of California Civil Code § 1542; and (c) they have been specifically advised by their counsel of the consequences of the above waiver and this Settlement Agreement generally.

4. The Releasing Parties agree not to sue or file a charge, complaint, grievance, demand for arbitration, or other proceeding against the Defendants in connection with the Released Claims in any forum or assist or otherwise participate willingly or voluntarily in any claim, arbitration, suit, action, investigation or other proceeding of any kind which relates to any matter that involves the Released Claims, unless required to do so by court order, subpoena or other directive by a court, administrative agency, arbitration panel or legislative body, or unless required to enforce this Settlement Agreement. To the extent any such claim, arbitration, suit, action, investigation or other proceeding may be brought by a third party, Plaintiffs expressly waive any claim to any form of monetary or other damages, or any other form of recovery or relief in connection therewith, except for statutorily required witness fees. The Parties agree that this Settlement Agreement may be pleaded as a full and complete defense to any and all Released Claims and causes of action being released pursuant to this Settlement Agreement as to Plaintiffs. Each Party acknowledges and consents that the Settlement Agreement may be used as the basis for an injunction to halt any action, suit or other proceeding based upon the Released Claims as to Plaintiffs.

VI. **ATTORNEYS' FEES AND SERVICE AWARDS**

A. **Attorneys' Fees and Costs**

1. As part of this Settlement Agreement, Defendants agree to not oppose Class Counsel's petition to be awarded up to three million dollars (\$3,000,000.00) as Attorney's Fees and Costs incurred in the prosecution of the Named Actions. For the avoidance of doubt, any award of Attorneys' Fees and Costs shall be in addition to the fifteen million dollars (\$15,000,000) in maximum consideration under Section II.A.4. The Court (and only the Court) shall determine the final amount of the Attorney's Fees and Costs to be awarded.

2. Class Counsel shall file a Petition to approve attorneys' fees and costs no later than fourteen (14) days prior to the Objection Deadline.

3. In the event the Attorney's Fees and Costs finally approved by the Court is less than the amount applied for, no other relief may be sought from the Court under this Settlement Agreement, so as to increase the award of Attorney's Fees and Costs or otherwise make up some or all of the shortfall.

B. **Service Awards**

1. As part of this Settlement Agreement, Defendants agree to not oppose a Service Award of \$5,000.00 to each Named Plaintiff (in addition to any Vouchers received as a Settlement Class Member) for their efforts on behalf of the class, if so awarded by the Court. The Parties agree that the Court (and only the Court) shall determine the final amount, if any, of the Service Award. For the avoidance of doubt, the Service Awards shall be in addition to the fifteen million dollars (\$15,000,000) in maximum consideration under Section II.A.4.

2. Class Counsel shall file a Petition to approve the Service Awards no later than fourteen (14) days prior to the Objection Deadline.

3. In the event the Service Awards finally approved by the Court are less than the amount applied for, no other relief may be sought from the Court under this Agreement, so as to increase the Service Award or make up some or all of the shortfall.

**C. Payment of Attorneys' Fees and Service Awards**

1. Subject to the terms and conditions of this Settlement Agreement, within ten (10) days of Effective Date, Defendants shall pay an amount equal to the amount the Court awards for Attorneys' Fees and Costs and for Service Awards into the Qualified Settlement Fund.

D. Within twenty (20) days of the Effective Date, the Settlement Administrator shall pay the approved Attorneys' Fees and Costs and Service Awards to Class Counsel from the Qualified Settlement Fund. Defendants have no obligation or duty whatsoever with respect to the distribution of such payments between Plaintiffs and Class Counsel. Class Counsel will provide the Settlement Administrator with a completed form W-9 in advance of distribution. **Effect on Settlement**

1. The Parties agree that the rulings of the Court regarding the amount of Attorneys' Fees and Costs and Service Awards, and any claim or dispute relating thereto, will be considered by the Court separately from the remaining matters to be considered at the Final Approval Hearing as provided for in this Settlement. Any order or proceedings relating to the amount of Attorney's Fees and Costs or the Service Awards, including any appeals from or modifications or reversals of any orders related thereto, shall not operate to modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided for in the Settlement Agreement, or affect whether the final approval order judgment becomes final. An award of attorneys' fees that is less than the amount requested shall not be deemed a material alteration to the Settlement Agreement and shall not be grounds for termination of the Settlement Agreement.

## VII. LIMITATIONS ON USE OF SETTLEMENT AGREEMENT

### A. **No Admission**

1. Neither the acceptance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes a waiver of any defense or an admission with respect to the merits of the claims alleged in the Named Actions or in any other action, the validity or certifiability for litigation of any claims that are or could have been asserted by any of the Class Members or other persons in the Named Actions or in any other action, or the liability of Defendants in the Named Actions or in any other action. Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Named Actions.

### B. **Limitations on Use**

1. This Settlement Agreement shall not be used, offered or received into evidence in the Action, or any other action or proceeding, for any purpose other than to enforce, to protect, to construe or to finalize the terms of the Settlement Agreement and/or to obtain the Preliminary and Final Approval by the Court of the terms of the Settlement Agreement, without a court order; provided, however, the Settlement Agreement may be introduced and pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement Agreement.

### C. **Public Statements**

1. Except as provided in this Settlement Agreement, neither Class Counsel, Named Plaintiffs, nor Defendants shall issue any press release or shall otherwise initiate press coverage of the Settlement until six months after entry of the Final Approval Order, unless all Parties

agree to the content of a formal press release; provided however, that any such press releases or press coverage must be limited to only public information, with no disclosure of information that was disclosed or discussed as part of privileged and/or confidential settlement communications. Class Counsel may refer to the issuance of the Preliminary Approval Order or Final Approval Order on their firm's own website or social media. If any of Class Counsel, Named Plaintiffs, or Defendants are contacted by press regarding the Settlement, they may respond generally by stating that they are happy that the Settlement was reached and that it was a fair and reasonable result. Neither Named Plaintiffs, Class Counsel, Defendants, nor Defendants' counsel shall disparage any other Party regarding any issue related to this matter. This provision does not prevent any Party from making any disclosures or public statements required by law, or to its directors, managers, officers, employees, agents, representatives, contractual counterparties, and insurers as may be necessary. The foregoing representation in no way seeks to prohibit Class Counsel's ability to practice law and is not meant to violate California Rules of Professional Conduct 1-500, Pennsylvania Rules of Professional Conduct, or any similar rule of professional conduct in any other jurisdiction.

#### **VIII. MISCELLANEOUS PROVISIONS**

1. Claims Against Settlement Benefits. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against the Voucher made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party.

2. Counterparts. This Settlement Agreement may be executed in counterparts, each of which may be executed and delivered via PDF electronic delivery with the same validity as if it were an ink-signed document. Each such counterpart shall be deemed an original and, when



taken together with other signed counterparts, shall constitute one and the same Settlement Agreement. The Parties acknowledge and agree that this Agreement may be executed by electronic signature (including through DocuSign or such other commercially available electronic signature software), which shall be treated as an original as though ink-signed by a duly authorized representative of each Party for all purposes, and shall have the same force and effect as though ink-signed. Without limitation, “electronic signature” shall also include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) thereof.

3. Integration Clause. This Settlement Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth in this Settlement Agreement. This Settlement Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Named Actions. This Settlement Agreement may not be changed, altered or modified, except in a writing signed by the Parties and their counsel and approved by the Court, and may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

4. Execution of Documents. The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Settlement Agreement. The execution of documents must take place prior to the date scheduled for hearing on preliminary approval of this Settlement Agreement.

5. Independent Judgment and Advice of Counsel. Each party to this Settlement Agreement warrants that they are acting upon their independent judgment and upon the advice of counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party, other than the warranties and representations expressly made in this Settlement Agreement. The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Settlement, and fully understand its legal effect.

6. Governing Law. The Settlement Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Pennsylvania.

7. Jurisdiction. The Court shall retain jurisdiction, after entry of the Final Approval Order and Judgment, with respect to enforcement of the terms of this Settlement, and all Parties and Settlement Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Settlement and any dispute with respect thereto.

1. Exhibits. The exhibits to this Settlement Agreement are an integral and material part of this Settlement Agreement and are hereby incorporated and made a part of this Settlement Agreement.

2. No Assignments or Transfer of Claims. Plaintiffs represent and warrant that: (i) they own the Released Claims; (ii) no other person or entity has any interest in the Released Claims; (iii) they have not sold, assigned, conveyed or otherwise transferred any Released Claim or demand against BBW or VS; and (iv) they have the sole and exclusive right to settle and release such Released Claims as to each his or herself. Plaintiffs represent and warrant that to the best of their knowledge, information and belief, they have no actual or potential claims against BBW or VS that are not included in the Released Claims.

3. Confidentiality of Settlement Class Member Information. The Parties agree that personal information concerning Settlement Class Members (including, but not limited to, names, phone numbers, physical and email addresses, and other data) may be highly confidential. Therefore, it is agreed that no person, other than individuals directly employed by Defendants or to whom Defendants have expressly permitted access, shall be allowed to access any such information except the Settlement Administrator and the employees of such Settlement Administrator solely to the extent necessary to effectuate the Settlement. Nothing contained herein shall preclude the Settlement Administrator from disclosing information to Class Counsel that is specifically required to be disclosed to Class Counsel pursuant to the terms of this Settlement Agreement, in which case Class Counsel also agree to keep any confidential information confidential except to the extent necessary for such information to be disclosed in filings with the Court, such as any Court filings concerning the Settlement Administrator's determinations regarding any claims that are filed.

4. Severability. If any one or more of the provisions of this Settlement Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then: (i) the validity and enforceability of all provisions of this Settlement Agreement not ruled to be invalid or unenforceable shall be unaffected; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein; and (iv) if the ruling and/or the controlling principle of law or equity leading to the ruling is subsequently overruled, modified, or amended by legislative, judicial, or

administrative action, then the provision(s) in question as originally set forth in this Settlement Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

5. Terms and Conditions Not Superseded. Nothing in this Settlement Agreement abrogates, supersedes, modifies, or qualifies in any way any of the contractual terms and conditions applicable in the ordinary course to the relationship between Defendants and their customers, or to the goods and services provided by Defendants and purchased by its customers, except as expressly set forth herein.

6. No Waiver. The failure of any Party to insist upon compliance with any of the provisions of this Settlement Agreement or the waiver thereof, in any instance, shall not be deemed or construed as a waiver or relinquishment by such Party of such provision in any other instance or as a waiver or relinquishment by such Party of any other provision of this Settlement Agreement.

7. Authority of Signatories. Each of the signatories to this Settlement Agreement represents and warrants that they are duly and fully authorized to act for the Party on whose behalf they sign this Agreement and that any and all required consents, authorizations or approvals have been obtained by or on behalf of such Party.

8. No Tax Withholding or Advice. Settlement Class Members shall be solely responsible for reporting and payment of any federal, state, and/or local income or other tax or any withholding, if any, on any of the benefits conveyed pursuant to this Settlement Agreement. Class Counsel and Defendants make no representations, and have made no representations, as to the taxability of the relief to Named Plaintiff and the other Settlement Class Members.

Settlement Class Members, just like Class Counsel, the Named Plaintiffs, and Defendants, are responsible for seeking their own tax advice at their own expense.

Plaintiffs:

\_\_\_\_\_  
Malinda Smidga

\_\_\_\_\_  
Ashley Popa

\_\_\_\_\_  
Matilda Dahlin

\_\_\_\_\_  
Christina Calcagno

\_\_\_\_\_  
Brian Calvert

Defendants:

By: \_\_\_\_\_  
Victoria's Secret Stores, LLC

By: \_\_\_\_\_  
Bath & Body Works, LLC