

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION (CINCINNATI)**

SARA HAWES,

Plaintiff,

v.

MACY'S WEST STORES, INC.,

Defendant.

Civil Action: 1:17-CV-00754

Judge Douglas R. Cole

CHIARALUCE, *et al.*,

Plaintiffs,

v.

MACY'S INC., *et al.*,

Defendants.

Civil Action: 2:20-CV-00081

Judge Douglas R. Cole

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement is made between (1) Named Plaintiffs Sara Hawes, Cassandra Chiaraluce, and Jonathan Fontaine, on behalf of themselves and a proposed Settlement Class and (2) Defendants Macy's Inc., Macy's Retail Holdings, Inc. n/k/a Macy's Retail Holdings, LLC, Macy's West Stores, Inc. n/k/a Macy's Retail Holdings, LLC, and Macys.com, LLC. The purpose of this Agreement is to settle and compromise the Litigation and to release the Released Persons as set forth herein. The Agreement is contingent upon the Court's certification of the Settlement Class and approval of the Settlement under Rule 23 of the Federal Rules of Civil Procedure. (Capitalized terms in this Agreement have specific definitions as provided in Section 1.)

1. DEFINITIONS.

1.1. "Agreement" or "Settlement" means this Class Action Settlement Agreement and includes all its exhibits.

- 1.2. “Administrative Expenses” means the costs of administering the Settlement to be approved by the Court and paid to the Claims Administrator.
- 1.3. “Claims Administrator” means, subject to Court approval, Angeion Group, unless another third party administrator is later agreed to by the parties in writing and approved by the Court.
- 1.4. “Claimant” means a person who submits a claim under this Agreement by submitting a Claim Form to the Claims Administrator.
- 1.5. “Claim Form” means the form required for a claim submission, in materially the same form attached as Exhibit 1.
- 1.6. “Claims Program” means the claims administration procedure and process set forth in Section 11 of this Agreement.
- 1.7. “Claims Period” means the period of time during which Settlement Class Members may submit claims, which will commence on the Effective Date and conclude one hundred and eighty (180) calendar days after the Effective Date (inclusive).
- 1.8. “Consolidated Action” means the consolidated action that will be pending in the Court as a result of the consolidation of the Litigation to be requested jointly by the Parties for settlement purposes only.
- 1.9. The “Court” means the United States District Court for the Southern District of Ohio.
- 1.10. “CVC Sheets” means bed sheets and pillowcases imported by AQ Textiles, LLC using fabric comprised of a cotton and polyester blend.
- 1.11. “Defendants” means Macy’s, Inc., Macy’s Retail Holdings, Inc. n/k/a Macy’s Retail Holdings, LLC, Macy’s West Stores, Inc. n/k/a Macy’s Retail Holdings, LLC, and Macys.com, LLC.
- 1.12. “Effective Date” means the later of: (i) the expiration date of the time for filing a notice of appeal from the Final Approval or (ii) if a notice of appeal is filed, but the Final Approval is affirmed or the appeal is dismissed, the date upon which the mandate of the Court of Appeals is issued.
- 1.13. “Eligible Claim” means a claim submitted pursuant to the Agreement and Claims Program which the Claims Administrator determines qualifies for relief under this Agreement.
- 1.14. “Eligible Claimant” means a Settlement Class Member with an Eligible Claim.
- 1.15. “Exclusion Deadline” means the deadline for which the Settlement Class Member must request to be excluded from the Settlement Class as to the Released Claims, sixty (60) days after the Notice Date.

- 1.16. “Fee and Expense Award” means any attorneys’ fees and litigation costs awarded by the Court to Plaintiffs’ or Class Counsel.
- 1.17. “Final Approval Hearing” means the hearing required by Rule 23(e)(2) of the Federal Rules of Civil Procedure whereby the Court considers whether to grant or deny the final approval of the Settlement.
- 1.18. “Final Approval Order” means the order to be entered by the Court following the Final Approval Hearing.
- 1.19. “Household” means a single dwelling unit, no matter the number of natural persons residing therein.
- 1.20. “Incentive Award” means any award sought by application to and approval by the Court that is payable to Plaintiffs to compensate them for efforts in bringing this Litigation and/or achieving the benefits of this Settlement on behalf of the Settlement Class, as further discussed in Section 6.
- 1.21. “Litigation” means *Hawes v. Macy’s West Stores, Inc.*, No. 1:17CV00754 in the United States District Court for the Southern District of Ohio and *Chiaraluce v. Macy’s Inc. et al.*, No. 2:20CV00081 in the United States District Court for the Southern District of Ohio, both before and after any consolidation as proposed in this Agreement.
- 1.22. “Macy’s” means Macy’s Inc., Macy’s Retail Holdings, Inc. n/k/a Macy’s Retail Holdings, LLC, Macy’s West Stores, Inc. n/k/a Macy’s Retail Holdings, LLC, and Macys.com, LLC, and all of their (regardless of tier) respective past, present, and future parents, subsidiaries, affiliates, and divisions, and each of the foregoing entities’ respective predecessors, successors, officers, directors, managers, employees, trustees, fiduciaries, administrators, agents, representatives, principals, accountants, counsel, auditors, insurers, reinsurers, and assigns.
- 1.23. “Named Plaintiffs” and “Class Representatives” mean Plaintiffs Sara Hawes, Cassandra Chiaraluce, and Jonathan Fontaine.
- 1.24. “Notice” means a document, which includes both the Long Form Notice and Summary Notice, to be disseminated in accordance with the Preliminary Approval Order, informing Persons who fall within the Settlement Class definition of, among other things, the pendency of the Litigation, the material terms of the proposed Settlement and their options with respect thereto. Proposed Long Form Notice and Summary Notice are attached as Exhibits 4 and 5, respectively.
- 1.25. “Notice Plan” means the method and procedure of providing notice to the Class, as set forth in Exhibit 3.
- 1.26. “Notice Date” means no later than 45 days after the entry of the Preliminary Approval Order or thirty (30) days after April 24, 2023, whichever is later.

- 1.27. “Objection Deadline” means the date by which Settlement Class Members must file objections, if any, to the Settlement, sixty (60) days after the Notice Date.
- 1.28. “Opt-Out Form” means the form or letter substantially in the form agreed to by the Parties, by which Settlement Class Members may opt-out of the Settlement Class, a copy of which is attached as Exhibit 2 to this Agreement.
- 1.29. “Parties” means the Named Plaintiffs and the Defendants, collectively.
- 1.30. “Plaintiffs’ Counsel” and “Class Counsel” mean attorneys, Stuart L. Cochran, Charles LaDuca, Drew T. Legando, Michael A. McShane, and Charles E. Schaffer.
- 1.31. “Preliminary Approval Order” means an order providing for, among other things, preliminary approval of the Settlement and dissemination of the Notice to the Settlement Class according to the Notice Plan.
- 1.32. “Released Claims” is defined in Section 13.1 of this Agreement.
- 1.33. “Released Persons” is defined in Section 13.2 of this Agreement.
- 1.34. “Releasing Parties” is defined in Section 13.3 of this Agreement.
- 1.35. “Settlement,” as used in this Agreement, refers generally to the Agreement and the process it creates.
- 1.36. “Settlement Amount” means the Ten Million, Five Hundred Thousand Dollars (\$10,500,000) that Defendants are obligated to collectively pay as a result of this Settlement.
- 1.37. “Settlement Class” and “Settlement Class Members” mean all persons who purchased one or more CVC Sheets supplied by AQ Textiles, LLC from a Macy’s store in the United States or Guam or on www.macys.com between November 8, 2013 and the date of filing of the Motion for Preliminary Approval. Excluded from the Settlement Class are:
- 1.37.1. All individuals and entities who timely opt-out of this Settlement under Federal Rule of Civil Procedure 23;
 - 1.37.2. Defendants’ employees, directors, and officers;
 - 1.37.3. The Judge to whom this case is assigned and any member of the Judge’s immediate family; and
 - 1.37.4. Any member of the Court’s staff.
- 1.38. “Settlement Website” means an internet website created and maintained by the Claims Administrator. The URL of the Settlement Website shall be provided in the Notice Plan.

2. RECITALS.

- 2.1. Plaintiff Sara Hawes filed a putative class action on November 8, 2017 in the United States District Court for Southern District of Ohio as case No. 1:17-CV-754 (S.D. Ohio) and subsequently the complaint was amended three times. The Third Amended Complaint alleged *inter alia* that CVC Sheets she purchased from Macy's were falsely and deceptively labeled in that the thread count listed on the packaging was incorrect (higher than it actually was) and that as a result she paid more for the CVC Sheets than they were worth and she would have otherwise would have paid for the sheets. Plaintiff asserted claims on behalf of herself and a proposed California class of all purchasers that purchased bedding linen or bedding products from Defendants that were represented as having higher thread counts for violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq. ("MMWA"), fraud, violation of the Consumer Legal Remedies Act, Civ. Code § 1750, et seq. ("CRLA"), violation of California's Unfair Competition Law, Bus. & Prof. Code § 17200, et seq. ("UCL") under the unlawful, unfair, and fraudulent prong, violation of False Advertising Law, Bus. & Prof. Code § 17500, et seq. ("FAL"), breach of express warranty, fraud, and unjust enrichment.¹
- 2.2. Plaintiffs Cassandra Chiaraluce and Jonathan Fontaine filed a putative class action on January 6, 2020 in the United States District Court for the Southern District of Ohio as case No. 2:20-CV-081 (S.D. Ohio) alleging that CVC Sheets they purchased from Macy's were falsely and deceptively labeled in that the thread count listed on the packaging was incorrect (higher than it actually was) and that as a result they each paid more for the CVC Sheets than they were worth and they would have otherwise would have paid for the sheets. Plaintiffs asserted claims on behalf of themselves and a proposed Massachusetts class and a proposed New Hampshire class of all purchasers that purchased bedding linen or bedding products I from Defendants that were represented as having higher thread counts for breach of express warranty, breach of implied warranty, violation of Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq. ("MMWA"), fraud, violation of the Massachusetts Consumer Protection Act, Mass. Gen. Laws Ann. ch. 93A, § 1, et seq., violation of the New Hampshire Consumer Protection Act, N.H. Rev. Stat. Ann. § 358-A:1, et seq., and unjust enrichment.²
- 2.3. The *Hawes* action, case No. 1:17-CV-754, was litigated vigorously with extensive briefing at all stages of the litigation including at motion to dismiss, summary judgment, class certification and attempted appeal of the class certification decision. The Parties also conducting extensive written discovery and depositions, including expert discovery. The *Chiaraluce* action, case No. 2:20-CV-081, was stayed before Defendants answered due to a motion to dismiss for lack of personal jurisdiction and a motion to take jurisdictional discovery.
- 2.4. The Named Plaintiffs sought to recover damages and injunctive relief for themselves and for a class of purchasers of CVC Sheets from Macy's.

¹ Plaintiff Hawes also asserted a nationwide class in the alternative to the California state class.

² Plaintiffs Chiaraluce and Fontaine also asserted a nationwide class in the alternative to the Massachusetts and New Hampshire state classes.

- 2.5. After a California class of purchasers of CVC sheets was certified and Defendant's motion for summary judgment was denied in part in the *Hawes* action, the Parties engaged in two separate all-day mediation sessions with the Honorable Diane Welsh, retired federal magistrate judge, as the mediator. The mediation sessions were conducted in a hybrid fashion with the mediator and representatives of all Parties in person while other representatives of the Parties participated remotely. The Parties also engaged in negotiations between the two mediation sessions, including by exchanging important information about the claims and defenses present in the Litigation. At the second mediation session with the Honorable Diane Welsh on September 30, 2022, the parties reached a settlement in principle in this matter. Thereafter, a term sheet was prepared and executed by the Parties and then the Parties continued to negotiate and finalize the details of the Settlement resulting in the Agreement.
- 2.6. The Named Plaintiffs and Plaintiffs' counsel have evaluated the time and expense that would be necessary to prosecute these claims to final judgment, the likely delays before any judgment could be entered, and the risk and inherent uncertainty of predicting the outcome of any complex litigation such as this. Based on their evaluation, the Named Plaintiffs and Plaintiffs' counsel have concluded that further proceedings in the Litigation are likely to be protracted, complex, expensive, and could have an uncertain outcome.
- 2.7. Without conceding any lack of merit of any of their claims, the Named Plaintiffs and Plaintiffs' counsel have concluded that it is in the best interests of the Settlement Class to settle the Litigation pursuant to the terms of this Agreement. They have concluded that this Agreement is fair, reasonable, and adequate to the Named Plaintiffs and the Settlement Class and that this Agreement and the prompt provision of effective relief to the Settlement Class are in the best interest of the Settlement Class Members.
- 2.8. For their part, Defendants deny all allegations of fault, wrongdoing, or liability made in the Litigation. Defendants deny that the CVC Sheets they sold were mislabeled, defective, or misrepresented in any way.
- 2.9. While denying any fault, wrongdoing, or liability, and without conceding any infirmity in their defenses, Defendants consider it desirable to enter into this Agreement in order to avoid further expense, to dispose of burdensome and protracted litigation, and to avoid the uncertain outcome of proceeding with the Litigation.
- 2.10. Therefore, Defendants and the Named Plaintiffs, acting for themselves and on behalf of the Settlement Class, have reached this Agreement with the intent to conclude this Litigation on fair terms as included in this Agreement.

3. PROCEDURAL AND CLASS CERTIFICATION MATTERS.

- 3.1. For settlement purposes only, the Parties will request that the Litigation be consolidated into the Consolidated Action.

- 3.2. For settlement purposes only, the Parties will request that the Court certify the Settlement Class in the Consolidated Action pursuant to Fed. R. Civ. P. 23(b)(2) and (b)(3).

4. INVESTIGATION BY PLAINTIFFS' COUNSEL.

- 4.1. Plaintiffs' Counsel has conducted an extensive investigation of the facts and circumstances related to the allegations in the Litigation, both before the litigation and as part of the discovery process, including but not limited to hiring and consulting with experts, interviewing potential witnesses, reviewing documents produced by Defendants and by third parties, reviewing written discovery responses from Defendants, and conducting depositions
- 4.2. Plaintiffs' Counsel believe the information and materials received were sufficient to enable them to make a reasonable evaluation of the strengths and weaknesses of the claims of the Settlement Class. Plaintiffs' Counsel have evaluated the time and expense that will be necessary to prosecute this case to final judgment, the delays that are likely before any judgment may be entered, the uncertainty inherent in predicting the outcome of any complex litigation such as this, and the risk of an adverse judgment for the Settlement Class and, based upon such evaluation, have concluded that further proceedings in the Litigation are likely to be further protracted, complex, and expensive, and that the outcome is uncertain.

5. OBLIGATIONS OF MACY'S.

- 5.1. Defendants will collectively pay the total sum of \$10,500,000 to settle the Consolidated Action. Defendants' total financial commitment and obligation under this Settlement Agreement shall not exceed \$10,500,000.00. For the avoidance of doubt, the Settlement Amount represents the limit and extent of Macy's monetary obligations under this Settlement.
- 5.2. To the extent they are able to do so, Defendants will cooperate in good faith to provide the Claims Administrator with the name and address of persons who Defendants have determined purchased the CVC Sheets. The Parties acknowledge that Macy's does not have complete information about the identity of the purchasers of the CVC Sheets.
- 5.3. Defendants will require as injunctive relief that any CVC Sheets, as defined above, they purchase from AQ Textiles, LLC on or after September 1, 2023 will bear the following language on the packaging:

Thread count determined from a sample of a representative sheet by counting cotton yarns and by separating and counting adjacent parallel polyester yarns.
- 5.4. The Fee and Expense Award, the Incentive Payments, the payments for Eligible Claims, the Notice and other Administrative Expenses will be paid out of the Settlement Amount.
- 5.5. Defendant shall make payments toward the Settlement Amount in accordance with the following schedule:

- 5.5.1. Notice and Other Administrative Costs. Within fourteen (14) calendar days after the entry of the Preliminary Approval Order, Defendant shall pay a sum to be determined and sufficient to effectuate the Notice Plan to the Claims Administrator. Following entry of the Preliminary Approval Order, Defendant shall pay all subsequent amounts for Notice and Administration Costs (as incurred) within thirty (30) days of when such amounts are invoiced to Defendants along with wire instructions and other required documentation and become due and owing. Defendants are not required to advance costs for claims validation or other claims processing related costs until such time such costs are actually incurred. Except that any administrative costs incurred after the Effective Date will be paid by the Claims Administrator from the payment set forth in subsection 5.5.2. below.
- 5.5.2. Balance of the Settlement Amount. The balance of the Settlement Amount, after deduction of amounts paid pursuant to subsection 5.5.1. above, will be remitted to the Claims Administrator within ten (10) business days of the Effective Date of the Settlement. The Claims Administrator will then be responsible for paying any Fee and Expense Award, any Incentive Payments, the Eligible Claims, and any remaining Notice and other Administrative Expenses.

6. CONSIDERATION AND BENEFITS TO SETTLEMENT CLASS MEMBERS.

- 6.1. All members of the Settlement Class in one of the categories below who submit an Eligible Claim are eligible to receive monetary relief as set forth below. No payments will be made to any members of the Settlement Class who do not submit an Eligible Claim.
 - 6.1.1. Members of the Settlement Class verified from Defendants' records as actual purchasers of CVC sheets will receive \$7.50 per unit of CVC Sheets purchased unless reduced as described below.
 - 6.1.2. Members of the Settlement Class who provide proof of purchase through a receipt will receive \$7.50 per unit of CVC Sheets for which proof of purchase is provided unless reduced as described below.
 - 6.1.3. Members of the Settlement Class who attest under penalty of perjury that they purchased a unit of CVC Sheets and who do not fall within paragraph 6.1.1. or 6.1.2. will receive \$2.50 unless reduced as described below. That amount is capped at \$2.50 per Household. These members are not eligible to participate in any second distribution.
- 6.2. If, after payment of the Fee and Expense Award, Incentive Payments, and Administrative Expenses, there are insufficient funds remaining from the Settlement Amount to pay all Eligible Claims in full, the payments in paragraphs 6.1.1., 6.1.2., and 6.1.3. will be reduced on a pro rata basis.

- 6.3. If after payment of the Fee and Expense Award, Incentive Payments, and Administrative Expenses and after the payment of all Eligible Claims in accordance with paragraphs 6.1.1., 6.1.2., and 6.1.3., there are additional funds remaining from the Settlement Amount and it is economically feasible to make a second distribution, then Settlement Class Members who received payments under paragraphs 6.1.1. and 6.1.2. will receive a second distribution from the Settlement Amount. The Parties will cooperate in good faith to determine whether it is economically feasible to make a second distribution. The second distribution amount will be determined by dividing the remaining funds from the Settlement Amount across the Settlement Class Members who received payments under paragraphs 6.1.1. and 6.1.2. on a weighted basis with the payments being weighted by the amount each Settlement Class Member paid for CVC Sheets for which they submitted an Eligible Claim. In no event, however, will the second distribution amount cause any Settlement Class Member to receive more than 50% of the amount paid by that class member for CVC Sheets for which they submitted an Eligible Claim.
- 6.4. If it is not economically feasible to make a second distribution, or if there are additional funds remaining after a second distribution, then the remaining funds will be donated to Public Interest Research Group, a charitable organization which has as its purpose the advancement of consumer protections and rights.

7. THE PRELIMINARY APPROVAL ORDER.

- 7.1. Plaintiffs will submit this Agreement to the Court along with their motion seeking approval of the Settlement and implementation of notice to the Settlement Class on or before March 24, 2023 unless the Parties agree to extend this deadline.
- 7.2. The Parties will request that the Court enter the Preliminary Approval Order.

8. NOTICE OF PROPOSED SETTLEMENT.

- 8.1. The Parties agree that reasonable notice of this Agreement, consistent with law, including Rule 23 of the Federal Rules of Civil Procedure and the Due Process requirements of the United States Constitution, must be given to Settlement Class Members.
- 8.2. The Parties have developed a notice plan as described in Exhibit 3 attached to this Agreement.
- 8.3. The Parties have selected the Claims Administrator to provide notice of the settlement to the Settlement Class. The Claims Administrator and all costs of notice will be paid from the Settlement Amount as described above.
- 8.4. Long-form notice by mail to Settlement Class Members. A long-form notice, a copy of which is attached as Exhibit 4 to this Agreement, will be mailed, first class postage prepaid, to each ascertainable Settlement Class Member identified by the Parties through reasonable efforts.

- 8.5. The Claims Administrator will promptly log each long-form notice that is returned as undeliverable and make the log available to counsel for the Parties. The Claims Administrator will take reasonable steps to update undeliverable addresses, including the National Change of Address Database or other reasonable means, and send a second copy of the long-form notice. If any long-form notice is returned as undeliverable a second time, no further mailing is required.
- 8.6. Prior to the Notice Date, the Claims Administrator will establish and maintain an ADA compliant website regarding this Settlement, the contents of which will be approved by counsel for the Parties. The address for the website will be included in published notices. The website will provide: (1) generalized information about the Agreement, its scope, its remedies with a clickable table of contents; answers to frequently asked questions; a Contact Information page that includes the address for the Claim Administrator and addresses and telephone numbers for Plaintiffs' Counsel; (2) deadlines for opting out of or objecting to the Agreement, and the dates of relevant Court proceedings, including the Final Approval Hearing; (3) a downloadable and online version of the form by which Settlement Class Members may exclude themselves from the Settlement Class; (4) information on making a claim and a downloadable and online version of the Claim Form; and (5) relevant legal documents like this Agreement, the Amended Complaint, the signed order of Preliminary Approval, the Long Form Notice in both PDF format and HTML format, and (when it becomes available) Plaintiffs' application for Attorneys' Fees and Costs and/or an application for incentive awards. The website is to remain active for six (6) months after the Claims Period.
- 8.7. Notice shall be provided as detailed in the Notice Plan. As part of the Notice Plan, the Claims Administrator will employ programmatic notice tools including, *inter alia*, advertising on websites and Internet ad platforms similar to Google and Facebook. The advertising will be targeted to reach Settlement Class Members. The advertising and paid search campaign will also direct viewers to the Settlement website. Search keyword advertising may also be used.
- 8.8. A press release announcing the Settlement, which must be approved in advance by counsel for the Parties, will be released through PR Newswire.
- 8.9. Prior to the Notice Date, the Claims Administrator will set up a call center. A toll-free number for the call center will be included in the published notices. The call center will: (1) receive requests for any materials described in this Section 8 or available on the Settlement website; (2) provide information on deadlines to opt-out, object, file a claim, and relevant Court proceedings; and (3) mail requested materials to Settlement Class Members to file claims with the Claims Administrator.
- 8.10. At least seven (7) calendar days before the Final Approval Hearing, the Claims Administrator will file proof, by declaration, that it has implemented the notice plan described in Exhibit 3 as approved by the Court.
- 8.11. The Claims Administrator will make periodic reports available to counsel for the Parties that show: calls and inquiries made to the call center; logs of mail received,

requested, and sent out; detailed activities on the Settlement website; and the response rates to all notice activities.

8.12. The Claims Administrator, in accordance with the Class Action Fairness Act, 28 U.S.C. § 1715(b), will send required materials to the appropriate federal and state officials designated in that Act within ten (10) calendar days after the Motion for Preliminary Approval is filed. The Claims Administrator will promptly certify to Defendants that it has completed this task.

8.13. The Parties shall supervise the Claims Administrator in the performance of the notice functions set forth herein

9. SETTLEMENT CLASS MEMBERS' RIGHT TO BE EXCLUDED AND TO OBJECT.

9.1. A Settlement Class Member may seek exclusion from the Settlement Class (“opt-out”) or may object to the Agreement.

9.2. In seeking a Preliminary Approval Order of this Agreement, the Parties will request that the deadline for seeking exclusion and for objecting be set for sixty (60) calendar days after the Notice Date. The Court will set the exact deadline (“Exclusion or Objection Deadline”).

9.3. If any Settlement Class Member wishes to be excluded from this Settlement and Litigation, the Settlement Class Member may do so by completing the online exclusion form at the Settlement Website; downloading and submitting to the Claim Administrator a completed exclusion form attached as Exhibit 2; or submitting a valid request to exclude themselves, as described in the Notice, to the Claim Administrator. Requests to exclude must be postmarked or submitted online by the Exclusion Deadline or they shall not be valid. For exclusion requests that are submitted online, the Class Member shall have the opportunity to print a page immediately after submission showing the information entered and the date and time the request for exclusion was submitted. Settlement Class Members who elect to exclude themselves from this settlement and Litigation shall not be permitted to object to this settlement or to intervene. Settlement Class Members shall be encouraged, but not required, to provide their email addresses in their requests for exclusion.

9.4. Any Settlement Class Member who has not timely submitted a completed Opt-Out Form will be bound by this Agreement and by all subsequent proceedings and orders. Any Settlement Class Member who elects to opt-out of this Agreement is not entitled to a remedy under this Agreement and is not affected by this Agreement.

9.5. Any Settlement Class Member who submits a valid Opt-Out Form will not be permitted to object to the Agreement. However, Settlement Class Members who have elected to opt out of the Settlement Class may withdraw their opt out requests if they accept the benefits and terms of this Agreement.

9.6. Plaintiffs' Counsel have the right to contact persons, or their attorneys if represented by counsel, who submit Opt-Out Forms and objections to the Agreement.

- 9.7. A Settlement Class Member may object to this Agreement. To exercise this objection right, the Settlement Class Member must provide a written notice of objection to Plaintiffs' Counsel and Defendants' counsel by mail, express mail, or personal delivery. The Settlement Class member may also file the objection with the Court. Information on the objection procedure will be provided in the long-form notice and on the Settlement website. To be valid, an objection must: (1) bear the signature of the Settlement Class Member (even if represented by counsel); (2) contain the Settlement Class Member's current address, phone number, and e-mail address; (3) state the exact nature of the objection, including the grounds therefor and whether or not the Settlement Class Member intends to appear at the Final Approval Hearing; (4) documents or testimony sufficient to establish membership in the Settlement Class; (5) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no s prior objection has been made); (6) the identity of all counsel (if any) representing the objector who will appear at the final approval hearing and, if applicable, a list of all persons who will be called to testify in support of the objection; (7) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based; AND (8) meet the Exclusion or Objection Deadline set by the Court. If the Settlement Class Member is represented by counsel, the objection must also be signed by the attorney who represents the Settlement Class Member. Failure to include documents or testimony sufficient to establish membership in the Settlement Class shall be grounds for overruling and/or striking the objection grounds that the objector lacks standing to make the objection. Failure to include any of the information or documentation set forth in this paragraph also shall be grounds for overruling an objection.
- 9.8. If any objection is received by the Claim Administrator, the Claim Administrator shall promptly forward the objection and all supporting documentation to counsel for the Parties. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, Plaintiffs' counsel shall file objections and supporting documentation with the Court. The failure of the Settlement Class Member to comply with the filing requirements of Section 9.7 shall be grounds for striking and/or overruling the objection even if the objection is submitted to the Claim Administrator.
- 9.9. Objections sent by any Settlement Class Member to incorrect locations will not be valid.
- 9.10. The proposed Preliminary Approval order and Long Form Notice will provide that any Settlement Class Members wishing to object or exclude themselves who fail to properly or timely file or serve any of the requested information and/or documents will be precluded from doing so.
- 9.11. If any objection is received by the Claim Administrator, the Claim Administrator shall promptly forward the objection and all supporting documentation to counsel for the Parties. Prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements, Plaintiffs' counsel shall file objections and supporting documentation with the Court. The failure of the Settlement Class Member to comply with the filing

requirements of Section 9.7 shall be grounds for striking and/or overruling the objection, even if the objection is submitted to the Claim Administrator.

9.12. Not later than ten (10) days after the Exclusion Deadline, the Claims Administrator shall provide to Class Counsel and Counsel for Defendants a complete list of the names of the persons who, pursuant to the Long Form Notice, have excluded themselves from the Settlement Class in a valid and timely manner with copies of the exclusion requests. Plaintiffs' Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves prior to the hearing on Final Approval and in accordance with the Courts' regular notice requirements.

9.13. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

9.14. A Settlement Class Member who objects to the settlement may also submit a Claim Form on or before the Claim Filing Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Filing Deadline merely because the Settlement Class Member has also submitted an objection.

10. ATTORNEYS' FEES AND INCENTIVE PAYMENTS TO NAMED PLAINTIFFS.

10.1. Plaintiffs' Counsel will make an application to the Court for an Attorneys' Fee and Expense Award. Defendants will not take any position with regard to the Fee and Expense Award. Any motion for attorneys' fees and costs and expenses must be filed at least thirty (30) days before the Objection Deadline.

10.2. Plaintiffs' Counsel shall have the sole and absolute discretion to allocate the Fee and Expense Award amongst Plaintiff's Counsel and any other attorneys for Plaintiff.

10.3. Plaintiffs may additionally apply to the Court for an Incentive Award as compensation for the time and effort undertaken in and risks of pursuing this Litigation, including the risk of liability for the Parties' costs of suit, and for agreeing to the general release set forth in Section 13. Defendants will not take any position with regard to the Incentive Payments. Any motion for Incentive Awards must be filed at least thirty (30) days before the Objection Deadline.

10.4. The Fee and Expense Award and the Incentive Payments will be paid from the Settlement Amount; Defendants will have no liability to pay the Fee and Expense Award or the Incentive Payments beyond paying the Settlement Amount.

11. CLAIMS PROGRAM PROCEDURES

11.1. The Parties have selected the Claims Administrator to administer the Claims Program. The Claims Administrator and all costs of the Claims Program will be paid from the Settlement Amount.

- 11.2. The Parties will oversee the Claims Administrator and the Claims Program.
- 11.3. The Claims Program will commence in accordance with the terms and conditions of this Agreement no later than thirty (30) calendar days after the Effective Date. To the extent not set forth herein, the Claims Administrator will establish all policies and procedures involved in processing claims under the terms of this Agreement, with input from counsel for the Parties. The Claims Program shall run for the duration of the Claims Period, which will conclude one hundred and eighty (180) calendar days after the Effective Date (inclusive).
- 11.4. The Claims Administrator will maintain a claim file of each claim submitted pursuant to this Agreement, including a record of compensation to be paid. The Claims Administrator will also provide counsel for the Parties with reports and information about each claim upon request.
- 11.5. All claim submissions under the Agreement must be submitted by sending a completed Claims Form to the Claims Administrator electronically on line, via U.S. Mail, or via other delivery service.
- 11.6. To be considered for payment, a claim must be received—either electronically, by U.S. Mail, or by other delivery service—by 6 p.m. Eastern time on the final day of the Claims Period. Any Claim Form received by this deadline will be reviewed and processed by the Claims Administrator so long as it contains the basic documentation and information set forth in the Claim Form.
- 11.7. A Settlement Class Member must submit a completed and signed Claim Form and all supporting documentation and information listed on the Claim Form. The Claim Form is attached as Exhibit 1 to this Agreement. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other Person, except as expressly provided herein.
- 11.8. At the election of the Settlement Class Member, Claim Forms may be submitted in paper via first class mail or online at the Settlement Website. Claim Forms must be postmarked or submitted online no later than the Claim Filing Deadline. Claim Forms postmarked or submitted online after that date will not be Valid Claims. The Claims Administrator may track Claim Forms with unique security identifiers or control numbers. For Claim Forms that are submitted online, the Class Member shall have the opportunity to upload Proof of Purchase image files (e.g. jpg, tif, pdf) prior to submitting the claim, and to print a page immediately after the Claim Form has been submitted showing the information entered, the names of image files uploaded, and the date and time the Claim Form was submitted.
- 11.9. In submitting a claim, each Claimant must also declare under penalty of perjury on the Claim Form that the information submitted is true and correct.
- 11.10. The Parties will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the

Settlement, returned checks, and uncashed checks to assist with (1) the effectuation of the Settlement and (2) the Parties' respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Settlement Class Member. The cost of the audit and review will be borne by the requesting party.

- 11.11. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member and (2) the Settlement Class Member has provided all information needed to complete the Claim Form. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will deem those claims invalid.
- 11.12. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information and give the Claimant twenty-one (21) calendar days to cure the defect before rejecting the claim. Requests for claim supplementation shall be made within thirty (30) calendar days of receipt of such Claim Form or thirty (30) calendar days from the last day of the Claims Period, whichever comes later. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.
- 11.13. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) calendar days to accept or reject each claim. If, after review of the claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the Claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action.
- 11.14. Valid Claims shall be paid by check or an electronic deposit through prepaid MasterCard, PayPal, Venmo, or Zelle to the Settlement Class Member no later than thirty (30) days after the Claims Administrator has completed its claim determination for all Settlement Class Members' submitted claims.
- 11.15. All settlement checks shall be void and no longer negotiable one hundred twenty (120) day after the date the check was issued. If a settlement check is not negotiated, the Settlement Class Member shall not be entitled to any further payment under this Agreement. If the check is returned as undeliverable, the Claim Administrator shall send an email to the claimant, if one was provided with the claim, to attempt to obtain a better address, and if obtained, shall mail the check to the new address. The return or failure to cash checks shall have no effect on a Settlement Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect. Upon court approval, funds from uncashed checks shall be awarded cy pres to the organization listed in Section 6.4. or a replacement organization selected according to the terms of that subsection.

11.16. No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Settlement Benefits. All Settlement Benefit payments shall be deemed to be paid solely in the year in which such payments are actually issued. Counsel and the Parties do not purport to provide legal advice on tax matters to each other or Settlement Class Members. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person or Business for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

11.17. All fees, costs, and expenses incurred by the Claim Administrator in administering claims and performing the other tasks set forth in this Agreement shall be paid from the Settlement Amount.

12. FINAL JUDGMENT AND DISMISSAL.

12.1. At least fourteen (14) calendar days before the Final Approval Hearing, the Parties will file a joint motion requesting that the Court grant final approval of this Agreement and enter a Final Approval Order and Final Judgment as described in Section 12.2. In the joint motion the Parties will request that the Court grant final approval of this Agreement and find that this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves from the Settlement Class as provided below; ordering that the settlement relief be provided as set forth in this Agreement and giving effect to the releases as set forth herein; and entering Judgment in the Litigation. The parties will also request that the Court find that the notice implemented by the Claims Administrator was the best practicable notice and met the requirements of Fed. R. Civ. P 23 and due process.

12.2. The parties will submit to the Court along with the joint motion for final approval, the Final Approval Order requesting that the Court:

12.2.1. Find that the Agreement is fair, reasonable, and provides an adequate remedy for the members of the Settlement Class, and the Agreement comports with Fed. R. Civ. P. 23.

12.2.2. Find that the notice plan set forward in Exhibit 3 to this Agreement fairly and adequately informed Settlement Class Members of all material elements of this Litigation, and constituted the best practical notice to them in accordance with Fed. R. Civ. P. 23 and met due the requirements of due process.

12.2.3. Order that the Agreement be implemented.

12.2.4. Dismiss the Consolidated Action, including the Litigation, with prejudice.

12.2.5. Find that each Settlement Class Member is deemed to have given the Release described in Section 13.

12.2.6. Retain jurisdiction over performance and administration of the Agreement.

12.2.7. Order the injunctive relief described in Section 5.3.

12.2.8. Permanently bar and enjoin Settlement Class Members from asserting claims directly or indirectly against the Released Persons (as defined in this Agreement).

13. RELEASE.

- 13.1. “Released Claims” means the release and discharge of the Released Persons by the Settlement Class on behalf of themselves and their agents, heirs, executors, administrators, successors, attorneys, representatives, insurers, and assigns from any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages, penalties, or liabilities of any nature whatsoever arising out of or relating to the purchase of the CVC Sheets, including related to the thread count of the CVC Sheets, whether legal or equitable or otherwise, known or unknown, whether arising under any international, federal, state, or local statute, ordinance, common law, regulation, principle of equity, or otherwise, including subrogation claims or damages that were, or could have been, asserted in the Litigation. The Releasing Parties expressly release all claims for penalties, equitable relief, incidental damages, consequential damages, punitive damages, exemplary damages, statutory damages, special damages, damages based upon a multiplication of compensatory damages, court costs, attorneys’ fees or expenses, or other monetary amounts or relief of any kind.
- 13.2. “Released Persons” means (i) Macy’s, as it is defined in Section 1.22 of this Agreement, and (ii) AQ Textiles, LLC, along with its officers, directors, members, agents, and employees.
- 13.3. “Releasing Parties” means all Settlement Class Members who do not properly seek exclusion from this Agreement under Section 11 of this Agreement.
- 13.4. The Settlement Class intends to compromise all claims and causes of action that were asserted, or that could have been asserted, in the Litigation arising out of or relating to the purchase of the CVC Sheets, including related to the thread count of the CVC Sheets.
- 13.5. Upon the Court’s entry of the Final Approval Order, all Releasing Parties will be conclusively deemed to have released and forever discharged (as if by an instrument under seal, without further act by any person, and upon good and sufficient consideration) the Released Persons from the Released Claims.
- 13.6. This release includes all claims that the Settlement Class Members have or may hereafter discover related to the purchase of the CVC Sheets including related to the thread count of the CVC Sheets including, without limitation, claims, injuries, damages, or facts in addition to or different from those now known or believed to be true with respect to any matter disposed of by this Agreement. By this Agreement, the Settlement Class Members have fully, finally, and forever settled and released any and all such claims, injuries,

damages, or facts whether known or unknown, suspected or unsuspected, contingent or non-contingent, past or future, whether or not concealed or hidden, which exist, could exist in the future, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of different or additional facts. The Settlement Class Members will be deemed by the operation of the Final Approval Order to have acknowledged that the foregoing waiver was separately bargained for and a key element of the Settlement of which the releases herein are a part. The Settlement Class Members expressly and intentionally waive any and all rights and benefits which they now have or in the future may have related to matters arising from or in any way related to, connected with, or resulting from the claims asserted, or which could have been asserted, in the Litigation. This Agreement may be raised as a complete defense to, and will preclude any action or proceeding relating to, all claims, causes of action, and relief released herein.

- 13.7. The Parties agree that the provisions of this Agreement and any claim thereunder constitute a good faith settlement under California Code of Civil Procedure §§ 877 and 877.6 and comparable laws in other states, that the Parties will cooperate fully in any effort of the Released Persons to establish such good faith settlement before any court (including, without limitation, by joining in any motion or other procedure and providing declarations and other evidence to establish such good faith settlement where requested by any Released Person), and that all payments made under this Agreement relate to claims arising out of or related to purchase of the CVC Sheets.
- 13.8. If, notwithstanding the intention of the Parties expressed therein, any release given by the Releasing Parties is not given its full effect by operation of law, then the Releasing Parties will be deemed to have and do hereby transfer and assign to Released Persons all claims, causes of action, and relief, if any, that were deemed not released, to the extent necessary to effectuate the intent of this Section.
- 13.9. Plaintiffs' Counsel must cooperate with the Released Persons to ensure that the releases set forth in this Section are given their full force and effect and that Releasing Parties comply with their obligations set forth in this Agreement.
- 13.10. In the event that any Releasing Party seeks to invoke California Civil Code § 1542, which provides that "a general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party" (or any other like provision of law) in connection with the CVC Sheets, the Releasing Parties now expressly waive the provision of California Civil Code § 1542 (and all other like provisions of law) to the full extent that these provisions may be applicable to this release. Each of the Releasing Parties assumes the risk that facts additional, different, or contrary to the facts, which each believes or understands to exist, may now exist or may be discovered after this Agreement becomes effective. Each of the Releasing Parties agrees that any such additional, different, or contrary facts will not limit, waive, or reduce the foregoing release.

14. EXCLUSIVE REMEDY; DISMISSAL; CONTINUING JURISDICTION OF COURT.

- 14.1. The exclusive remedy for all Settlement Class Members' claims that are released pursuant to this Agreement is the compensation specified in this Agreement.
- 14.2. When the Court has entered its Final Approval Order for this Agreement, each Settlement Class Member who has not properly sought exclusion from the Agreement will be barred from initiating, asserting, or prosecuting any legal claim against Macy's where the subject matter of the claim is within the scope of this Agreement.
- 14.3. Upon the entry of the Final Approval Order, the Consolidated Action and any other active or inactive cases that are part of the Litigation, will be dismissed with prejudice.
- 14.4. The Court is the exclusive forum for any person or entity to seek to enforce this Agreement. The Court shall retain exclusive continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and the Court's orders and judgments. In the event of a breach by Defendants or a Settlement Class Member under this Agreement, the Court may exercise all equitable powers over Defendants or such Settlement Class Member to enforce this Agreement and the Final Approval Order irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance, contempt, and injunctive relief.

15. OTHER TERMS AND CONDITIONS.

- 15.1. This Agreement and the obligations of the Parties under this Agreement are expressly conditioned upon the occurrence of the Effective Date.
- 15.2. In the event that this Agreement does not become effective for any reason, this Agreement will become null and void and of no further force and effect. The Parties and Settlement Class Members will be restored without prejudice to their respective positions as if the Agreement and any application for its approval by the Court had not been made or submitted. Notwithstanding the foregoing, in the event that the Court should refuse to approve any material part of this Agreement, denies the Parties' request to consolidate for settlement purposes, or if, on appeal, an appellate court fails to affirm the Final Judgment entered pursuant to this Agreement, then the Parties may (but are not obligated to) agree in writing to amend this Agreement and proceed with the Agreement as so amended. This Agreement does not become null and void under this Section just because one of the following occurs: (1) the Court awards a lower incentive award to a Named Plaintiff than sought; (2) the Court awards less in attorneys' fees and litigation costs to Class Counsel than sought; or (3) an appellate court reverses or lowers any such incentive award or award of attorneys' fees and costs.
- 15.3. If the number of opt-outs from the Settlement that are received from Settlement Class Members during the Opt-Out Period exceeds 10,000 ("the Opt-out Number"), Defendants, in their sole and absolute discretion, have the right to terminate this Settlement, by providing written notice to Plaintiffs' Counsel of their election to do so

within twenty (20) calendar days after the Exclusion or Objection Deadline. Defendants shall advise Plaintiffs' Counsel and the Court, in writing, of this election within ten (20) business days of receiving the final list of opt-outs. In such event, this Agreement may not be offered or received into evidence or utilized for any other purpose in the Litigation or in any other action, suit or proceeding.

- 15.4. If prior to the Effective Date, any government entity commences any subsequent litigation or any administrative proceeding against Defendants related to the method used by AQ Textiles, LLC for counting of threads in Macy's CVC Sheets, Defendants may exercise their right to terminate this Agreement within twenty (20) calendar days after receiving notice of such litigation or objection. In either such event, this Agreement may not be offered or received into evidence or utilized for any other purpose in the Litigation or in any other action, suit, or proceeding.
- 15.5. The Parties agree and acknowledge that the fact that this Agreement has been reached does not constitute any admission of liability by Macy's or any other entity or person. The Parties agree and acknowledge that this Agreement and its exhibits, along with all related drafts, negotiations, and correspondence, constitute a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent state rules of evidence.
- 15.6. Defendants represent and warrant that: (1) they have all requisite corporate power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated within; (2) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on their part; (3) their signatories to the Agreement have full authority to sign on behalf of and to bind Defendants to its terms; and (4) this Agreement has been duly and validly executed and delivered by Defendants and constitutes a legal, valid, and binding obligation.
- 15.7. Counsel for the Named Plaintiffs represent that they have been fully authorized to execute this Agreement on behalf of their clients.
- 15.8. The Named Plaintiffs represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representatives of the Settlement Class Members of their own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. The Named Plaintiffs represent and warrant that they have reviewed the terms of the Agreement in consultation with Class Counsel and believe them to be fair and reasonable, and covenant that they will not file an Opt-Out request from the Settlement Class or object to the Agreement.
- 15.9. Plaintiffs, Defendants, and their attorneys agree to cooperate fully in seeking Court approval of this Agreement and to use their best efforts to effect its consummation as provided for herein. They further agree to execute any further documents that are reasonably necessary to carry out this Agreement.

- 15.10. This Agreement will be binding upon and inure to the benefit of the Parties to this Agreement and to all Settlement Class Members and their respective agents, heirs, executors, administrators, successors, or assigns.
- 15.11. This Agreement is the entire agreement of the Parties with respect to the subject matter thereof. This Agreement is not subject to any condition not expressly provided for herein, and there are no collateral or oral agreements relating to the subject matter of the Agreement that are not referenced in this Agreement. In entering this Agreement, no Party is relying on any promise, inducement, or representation other than those set forth in the Agreement. Any modification to this Agreement must be in writing and signed by a duly authorized representative of Defendants and counsel for Named Plaintiffs.
- 15.12. The exhibits attached to this Agreement are integral parts of the Agreement and are incorporated within.
- 15.13. Applicability of waivers of rights. The waiver by any party to this Agreement of any breach of its terms should not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.
- 15.14. If one Party to this Agreement considers another Party to be in breach of its obligations under this Agreement, the non-breaching Party must provide the breaching Party with written notice of the breach and provide a reasonable opportunity for the breaching Party to cure the breach before taking any action to enforce any rights under this Agreement.
- 15.15. All notices to the Parties required by this Agreement must be made in writing and communicated by regular and electronic mail to the following addresses (unless a Party subsequently designates one or more other or different designees):

If to Named Plaintiffs:

Michael McShane
AUDET & PARTNERS, LLP
711 Van Ness Avenue Suite 500
San Francisco, CA 94102
Telephone: (415) 568-2555
Facsimile: (415) 568-2556
mmcshane@audetlaw.com

Charles Schaffer
LEVIN SEDRAN & BERMAN, LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Telephone: (877) 882-1011
Facsimile: (215) 592-4663
cschaffer@lfsblaw.com

Charles LaDuca
CUNEO GILBERT & LADUCA LLP
4725 Wisconsin Avenue, NW Suite 200
Washington, DC 20016
Telephone: (202)789-3960
Facsimile: (202) 789-1813
charles@cuneolaw.com

If to Defendants:

Elisa Garcia, Chief Legal Counsel
MACY'S, INC.
151 West 34th Street
New York, NY 10001
cc: legalcontracts@macys.com

with a copy, which shall not constitute notice, to:

Michael Christman
MACY'S LAW DEPARTMENT
11477 Olde Cabin Road, Suite 400
St. Louis, MO 63141
cc: michael.christman@macys.com

- 15.16. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original. All counterparts will constitute one Agreement, regardless of whether all Parties signed the same counterpart. The Agreement does not take effect until all Parties have executed at least one counterpart. Execution by electronic means is acceptable by agreement of the Parties.
- 15.17. This Agreement will be governed by the laws of the State of Ohio, without regard to any of its conflict of laws principles.
- 15.18. The drafting of this Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration and participation by all Parties and their counsel. Accordingly, the presumption that ambiguities are construed against the drafter does not apply.
- 15.19. Any headings, subheadings, or titles in this Agreement are for convenience only and do not have any legal effect.

WHEREFORE, the undersigned have executed this Agreement:

[Remainder of page intentionally left blank]

MACY'S INC.


Signature

BY: Matthew S. Schroeder, VP
Name and Title

Date: 3/24/23

**MACY'S RETAIL HOLDINGS, INC. n/k/a
MACY'S RETAIL HOLDINGS, LLC**


Signature

BY: Matthew S. Schroeder, VP
Name and Title

Date: 3/24/23

**MACY'S WEST STORES, INC. n/k/a
MACY'S RETAIL HOLDINGS, LLC**


Signature

BY: Matthew S. Schroeder, VP
Name and Title

Date: 3/24/23

MACYS.COM, LLC


Signature

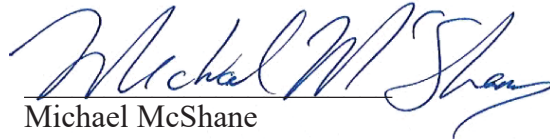
BY: Matthew S. Schroeder, VP
Name and Title

Date: 3/24/23

APPROVED AS TO FORM AND CONTENT:

**AUDET & PARTNERS, LLP
LEVIN SEDRAN & BERMAN, LLP
CUNEO GILBERT & LADUCA LLP
MERRIMAN LEGANDO
WILLIAMS & KLANG, LLC**

Attorneys for Plaintiffs and the
Putative Settlement Class



Michael McShane

Date: 03/24/2023

**BROOKS, PIERCE, McLENDON,
HUMPHREY & LEONARD, LLP**
Attorneys for Defendants

s/ Jennifer K. Van Zant by
s/ Michael McShane via e-mail authorization

Jennifer K. Van Zant
Andrew L. Rodenbough

Date: 3/24/2023

TAFT STETTINIUS & HOLLISTER LLP
Attorneys for Defendants

s/ Beth A. Bryan by
s/ Michael McShane via e-mail authorization

Beth A. Bryan

Date: 3/24/2023