

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MULTNOMAH
Shelby Cline et al. v. Torrid LLC, Case No. 25CV10315

If you purchased a product from Torrid.com while residing in Oregon, California, or Washington (as determined by the order billing address) from January 1, 2020 to February 18, 2025, you may be entitled to compensation from a class action Settlement.

A court authorized this Notice. This is not a solicitation from a lawyer.

- The Settlement resolves a lawsuit alleging that Defendant deceptively advertised various discounts of its products on its website, Torrid.com.
- The two sides disagree on whether Plaintiffs and the Settlement Class could have prevailed at trial. Defendant disputes Plaintiffs' allegations, denies that it misled consumers, and contends its advertising was accurate and lawful. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.
- Defendant has agreed to pay Settlement Awards, and other expenses, as described below, to fully resolve and release the claims of all consumers who purchased products on Torrid.com, and whose purchases were made in the states of Oregon, California, or Washington from January 1, 2020, to February 18, 2025 (the "Class Period").

Under the terms of the Settlement, Settlement Class Members will each receive either (a) \$15 cash benefit, paid by check or electronic payment ("Cash Benefit"); or (b) \$15 store voucher, via email, that can be applied towards any merchandise purchase made during a single order on Torrid.com or at one of Torrid's brick-and-mortar stores ("Credit Benefit"). The Credit Benefit will be applied before calculation of taxes and shipping. Settlement Class Members can decide whether to receive a Cash or Credit Benefit and need only file a Claim Form if they want to receive a Cash Benefit. The Parties estimate there are approximately 728,502 Settlement Class Members, so the Parties estimate that the total value of the Cash Benefits and Credit Benefits to Class Members will be approximately \$10,927,530. In addition to these benefits, Defendant has also agreed to pay notice and Administration Costs estimated to be \$129,562.02, Incentive Awards of up to \$5,000 to each of the Class Representatives, and reasonable attorneys' fees and expenses of up to \$2,800,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the Cash Benefits and Credit Benefits that Settlement Class Members will receive. More information about the benefits available under the Settlement is available at **www.torridclassaction.com**.

- To be eligible to receive a Cash Benefit, Settlement Class Members must submit a valid Claim Form, as instructed below. Settlement Class Members who do not choose to receive the Cash Benefit by submitting a valid Claim Form shall instead automatically receive the Credit Benefit.
- Your legal rights may be affected whether you act, or don't act. Read this Notice carefully.

Your Legal Rights and Options in This Settlement:	
DO NOTHING	If you do nothing, you will receive a \$15 Credit Benefit. The Credit Benefit can be applied towards any merchandise purchase made on a single visit to Torrid.com or at Torrid’s brick-and-mortar stores. More information about the Credit Benefit is provided below. By doing nothing, you also will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM DEADLINE: TUESDAY, AUGUST 26, 2025	If you submit a valid Claim Form by Tuesday, August 26, 2025 , and elect to receive the Cash Benefit, you will receive a cash payment of \$15 paid by electronic payment or check. (By submitting a Claim Form, you also will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: MONDAY, JULY 28, 2025	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The Exclusion Deadline for excluding yourself is Monday, July 28, 2025 .
OBJECT TO THE SETTLEMENT DEADLINE: MONDAY, JULY 28, 2025	Provide your written objection to the Settlement Administrator about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Settlement Award if the Settlement is approved. The Objection Deadline for objecting is Monday, July 28, 2025 .

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement Awards will be issued if the Court approves the Settlement and after appeals are resolved, if any.

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you purchased products on Torrid.com, and your purchases were made while located in the states of Oregon, California, or Washington (as determined by the order billing address) from January 1, 2020 to February 18, 2025, you may have legal rights and options in this case. This Notice explains all of these issues. The Circuit Court of the State of Oregon for the County of Multnomah is overseeing this class action. The case is known as *Shelby Cline et al. v. Torrid LLC*, Case No. 25CV10315 (the “Action”). The people who sued are called the Plaintiffs. The company they sued, Torrid LLC, is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives” (in this case, Crystal Jillson, Carmen Perez, Cassaundra Maxwell, and Shelby Cline, are the named “Plaintiffs”), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only (the “Settlement Class”). More information about

why this is a class action can be found in the Court's Preliminary Approval Order and the Class Action Complaint, which is available at www.torridclassaction.com.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Defendant. Plaintiffs think they would have prevailed at trial. Defendant thinks the Plaintiffs would have lost at trial and it would have prevailed. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the Action about?

The Action claims that Defendant deceptively advertised various discounts of its products on its website, Torrid.com. The Action claims that Defendant violated California, Washington, and Oregon consumer protection law, and also asserts claims for unjust enrichment, intentional misrepresentation, and negligent misrepresentation. Defendant denied these claims and denies any liability or wrongdoing. More information can be found in the Class Action Complaint, available at www.torridclassaction.com.

MEMBERS OF THE SETTLEMENT CLASS

5. How do I know if I am a part of the Settlement Class?

The Court has certified this case for Settlement purposes only as a class action. The Settlement Class consists of consumers who, while residing in the states of Oregon, California, or Washington (as determined by the order billing address), purchased products on Torrid.com from January 1, 2020, to February 18, 2025.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers, directors and employees; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the same representations, advertising, marketing and/or sales on the Defendant's website, Torrid.com, underlying the claims in the operative complaint in the Action.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the terms of the Settlement, Settlement Class Members will each either (a) \$15 cash benefit, paid by check or electronic payment (the "Cash Benefit"); or (b) a \$15 store voucher that can be applied towards any merchandise purchase made during a single order on Torrid.com or purchase from one of Torrid's brick-and-mortar stores ("Credit Benefit"). The Credit Benefit will be applied before calculation of taxes and shipping.

Settlement Class Members can decide whether to receive a Cash or Credit Benefit—in either case, the Benefit will be worth \$15. Settlement Class Members need only file a Claim Form if they elect to receive a Cash Benefit. Credit Benefits do not expire and can be used at any time without blackout dates. Credit Benefits are transferable and can be combined with any other discount or offer available on Torrid.com or at Torrid's brick-and-mortar stores. The Parties estimate that there are at least approximately 728,502

Settlement Class Members, so the Parties estimate that the total value of the Cash Benefits and Credit Benefits to Settlement Class Members will be approximately \$10,927,530.

In addition to these benefits, Defendant has also agreed to pay notice and Administration Costs estimated to be \$129,562.02, Incentive Awards of up to \$5,000 to each of the Class Representatives, and reasonable attorneys' fees and expenses of up to \$2,800,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the Cash Benefits and Credit Benefits that Settlement Class Members will receive.

7. How much will my payment be?

Each Cash Benefit and Credit Benefit will be worth \$15. Settlement Class Members may receive a Cash Benefit if they submit a valid Claim Form. Otherwise, Settlement Class Members will receive a Credit Benefit.

8. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant asserting a released claim. It also means that all the Court's orders will apply to you and legally bind you. If you sign and submit the Claim Form or do nothing, you will agree to release Defendant from any and all claims under federal and state law that arise from or relate to the allegations concerning Defendant's advertising practices at issue in this Action.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes. The Court has appointed Simon Franzini and Jonas Jacobson of Dovel & Luner, LLP and Gary Klinger and Alexander Wolf of Milberg Coleman Bryson Phillips Grossman, PLLC as Class Counsel to represent you and the Settlement Class in this case. These lawyers have experience handling similar cases. More information about the lawyers and their law firms is available at <https://www.dovel.com> and <https://www.milberg.com>.

10. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

11. How will the lawyers be paid?

Class Counsel may file a request to the Court for attorneys' fees and reimbursement of the costs they sustained in litigating this case of no more than \$2,800,000. Class Counsel may also ask the Court to approve Incentive Awards of up to \$5,000 to each Class Representative, Crystal Jillson, Carmen Perez, Cassaundra Maxwell, and Shelby Cline, for their services as Class Representatives. The Court may award less than these amounts. The amount ultimately awarded by the Court will not come out of the Settlement Awards available to Settlement Class Members.

HOW TO CHOOSE YOUR SETTLEMENT BENEFIT

12. How can I get compensation under the Settlement?

Settlement Class Members who do not opt out of the Settlement by Monday, July 28, 2025, will receive either a Cash Benefit or Credit Benefit.

To receive a Credit Benefit, you do not need to do anything. To receive a Cash Benefit, you must submit a valid Claim Form. A Claim Form is available on the internet at **www.torridclassaction.com**. Read the instructions carefully, fill out the form, sign it, and submit it online **no later than Tuesday, August 26, 2025**. You may also submit a Claim Form by mail if postmarked by **no later than Tuesday, August 26, 2025**.

To receive a Cash Benefit, each Settlement Class Member must attest under penalty of perjury that they were a California, Oregon, or Washington resident who purchased a product on Torrid.com during the Class Period, and the information supplied in the Claim Form is true and correct to the best of the Settlement Class Member's knowledge, information, and belief. Failure to timely submit a valid Claim Form with all requested information or to cash any issued Cash Benefit in the form of a physical check prior to it being void, will result in such Settlement Class Member receiving a Credit Benefit by default.

13. When would I receive compensation?

The Court will hold a hearing on **Friday, September 19, 2025, at 1:30PM PT**, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Awards will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at **www.torridclassaction.com**. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue Defendant regarding the alleged marketing practices that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement "I/we request to be excluded from the class settlement in Case No. 25CV10315." No request for exclusion will be valid unless all of the information described above is included and such request is received by **Monday, July 28, 2025**.

You must mail your exclusion request postmarked **no later than Monday, July 28, 2025**, to the Settlement Administrator at the following address:

Cline v. Torrid
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

15. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant for the claims that this Settlement resolves.

16. If I exclude myself, can I get compensation under this Settlement?

No. If you ask to be excluded in the way instructed here, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not agree with the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and will automatically receive a Credit Benefit or a Cash Benefit if a timely valid Claim Form is submitted and the Settlement approved.

Any objection to the proposed Settlement must be in writing. If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number ("*Shelby Cline et al. v. Torrid LLC*, Case No. 25CV10315"), and (b) be mailed to the Settlement Administrator **postmarked on or before Monday, July 28, 2025**.

Cline v. Torrid
c/o Kroll Settlement Administration LLC
P.O. Box 225391
New York, NY 10150-5391

Written objections must also contain: (1) your full name, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class or a signed statement attesting under penalty of perjury that you are a Settlement Class Member, i.e., that you were a California, Washington, or Oregon resident who purchased one or more products from Defendant's website during the Class Period; (7) a list of all objections filed by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any).

18. What is the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class, is eligible to receive a Settlement Award and is subject to the other Settlement terms.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will remain a member of the Settlement Class and you will give up your right to sue Defendant. You will automatically receive a Settlement Award in the form of a \$15 Credit Benefit that can be applied towards any merchandise purchase made on Torrid.com or at Defendant's brick-and-mortar stores.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Friday, September 19, 2025, at 1:30PM PT** at the Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and the Class Representatives.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

21. Do I have to come to the hearing?

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

22. May I speak at the hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your Objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your Objection and notice of intent to appear must be submitted to the Court and postmarked **no later than Monday, July 28, 2025**. You cannot speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

23. Is this the entire Settlement?

No. This Notice is only a summary of the proposed Settlement. More information about the lawsuit, how to update your address and the precise terms and conditions of the Settlement is available at **www.torridclassaction.com**, or by calling toll-free **(833) 890-5912**, or by writing to the Settlement Administrator at Cline v Torrid, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391, or by visiting the Court to review the case's docket at Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. You may also contact Class Counsel using the information listed below:

DOVEL & LUNER, LLP
Simon Franzini
simon@dovel.com
Jonas Jacobson
jonas@dovel.com
201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
(310) 656-7066

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
Gary M. Klinger
gklinger@milberg.com
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606
(866) 252-0878

Alexander E. Wolf
awolf@milberg.com
402 W. Broadway, Suite 1760
San Diego, California 92101
(872) 365-7060

**Please do not telephone the Court or the Court Clerk's Office to inquire about
this Settlement or the Claims Process.**