

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between Crystal Jillson, Carmen Perez, Cassandra Maxwell, and Shelby Cline, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”), on the one hand, and Defendant Torrid LLC (“Torrid” or “Defendant”), on the other hand.

I. DEFINITIONS

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Action**” means the action filed by Plaintiffs in the Circuit Court of the State of Oregon, Multnomah County, Case No. 25CV10315 pursuant to this Agreement.

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Settlement Awards, processing Claim Forms, and operating an IVR call line and website for settlement-related questions. Defendant agrees to pay all Administration Costs.

C. “**Agreement**” means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

D. “**Cash Benefit(s)**” means a monetary payment, in the form of a check or electronic payment, to a Settlement Class Member who affirmatively elected to receive a Cash Benefit through submission of a valid Claim Form.

E. “**Cash Benefit Fund**” means the cash fund, the amount of which shall be established after the expiration of the Claim Period, which shall equal the total Cash Benefit to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form.

F. “**Claim(s)**” or “**Claim Form(s)**” means the claim form submitted by a Settlement Class Member, in substantially the same form as “Exhibit D,” which shall offer each Settlement Class Member the opportunity to elect to receive a Cash Benefit. Each Settlement Class Member

who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Failure to timely submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving a Credit Benefit.

G. “**Claim Deadline**” means the date **sixty (60) days** after the Notice Date, or such other deadline to file a Claim as is set by the Court.

H. “**Claim Period**” means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline.

I. “**Claims Process**” means the process for Settlement Class Members’ submission of Claims, as described in this Agreement and ordered by the Court.

J. “**Class Notice**” means any email or mail notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

K. “**Class Counsel**” means Simon Franzini and Jonas Jacobson of Dovel & Luner, LLP and Gary Klinger and Alexander Wolf of Milberg Coleman Bryson Phillips Grossman, PLLC.

L. “**Class Period**” means January 1, 2020 to February 18, 2025.

M. “**Credit Benefit(s)**” means the credit issued to each Settlement Class Member who does not timely submit a valid Cash Benefit Claim. Credit Benefits can be applied toward any merchandise purchase made on Torrid.com or at any Torrid brick-and-mortar store. Credit Benefits are subject to additional terms and conditions, as set forth in Section III.C.

N. “**Effective Date**” means: if there are no objections, the date of Final Approval; if there are one or more objections but no appeal of the Final Approval Order is noticed or filed, the date on which the time expires for filing or noticing any such appeal; if there are one or more objections and any appeal of the Final Approval Order is noticed or filed, the date upon which all proceedings arising out of any such appeal(s) are completed or dismissed in a manner that leaves in place the Final Approval Order without any material modification.

O. “**Email Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the same form attached hereto as “Exhibit A”.

P. **“Fairness Hearing”** or **“Final Approval Hearing”** means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order.

Q. **“Fee Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel.

R. **“Final Approval”** means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement.

S. **“Final Approval Order”** means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing.

T. **“Incentive Awards”** mean the reasonable payments, subject to Court approval, made to the Class Representatives as compensation for their efforts and diligence in pursuing this Action.

U. **“Jillson”** or **“Jillson Action”** means *Jillson et al. v. Torrid LLC*, No. 2:24-cv-03404-JLS-E (C.D. Cal.).

V. **“Long Form Notice”** means notice of the proposed Settlement to be provided to Settlement Class in substantially the same form as **“Exhibit B”**.

W. **“Mail Notice”** means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary, in substantially the same form as **“Exhibit C”**.

X. **“Notice Deadline”** or **“Notice Date”** means the date on which the notice described in Section IV of the Agreement is first issued, which shall be **twenty-one (21) days** after Preliminary Approval.

Y. **“Objection/Exclusion Deadline”** means the deadline to object or seek exclusion from the Settlement, which shall be the date that is **thirty (30) days** after the Notice Date, or such other date set by the Court.

Z. **“Parties”** or **“Party”** means the Class Representatives and Defendant.

AA. **“Preliminary Approval”** means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the Class Notice and the terms and conditions of this Agreement.

BB. **“Preliminary Approval Order”** means the proposed order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement.

CC. **“Released Claims”** means all claims to be released pursuant to this Agreement.

DD. **“Settlement Administrator”** means the independent, third-party agent or administrator selected by Defendant, subject to Class Counsel’s approval which shall not unreasonably be withheld, and the Court’s approval. The Settlement Administrator shall implement the Class Notice and Claims administration requirements of this Agreement.

EE. **“Settlement Award”** means a Credit Benefit or Cash Benefit provided to an eligible Settlement Class Member.

FF. **“Settlement Class”** means:

- All persons who, while in the state of California (as defined by the order billing address) and during the Class Period, purchased one or more products on Defendant’s website Torrid.com (“California Settlement Subclass”); and
- All persons who, while in the state of Washington (as defined by the order billing address) and during the Class Period, purchased one or more products on Defendant’s website Torrid.com (“Washington Settlement Subclass”); and
- All persons who, while in the state of Oregon (as defined by the order billing address) and during the Class Period, purchased one or more products on Defendant’s website Torrid.com (“Oregon Settlement Subclass”).

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.

GG. “**Settlement Class Member(s)**” means any member of the Settlement Class.

HH. “**Settlement Website**” means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in this agreement.

II. “**Website Notice**” means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

II. LITIGATION BACKGROUND

A. Plaintiffs allege that, during the Class Period, Defendant deceptively advertised discounts of its products on its website, Torrid.com by utilizing “strike through” price comparisons on its sale items. Plaintiffs further allege that these strike through prices were not “real” prices at which the goods were sold online and therefore, presented a false comparison to potential purchasers. Based on these allegations, Plaintiffs Crystal Jillson and Carmen Perez filed suit on April 25, 2024, in the Central District of California, alleging claims on behalf of themselves and a class of others similarly situated (the “Claims”).

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiffs or any putative Class member has been damaged in any amount or at all in connection with the claims alleged in the Action or the *Jillson* Action, and further contends that, for any purpose other than Settlement, the Action or the *Jillson* Action are not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it. Defendant maintained during the entire pendency of the Action and the *Jillson* Action, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law.

C. The Parties began discussing settlement in May 2024, and engaged in negotiations regarding the Claims over a nine-month period. During the course of those negotiations, the Parties

exchanged informal discovery, including financial and sales records relevant to the claims and alleged damages. Class Counsel spent significant time and effort analyzing these records to understand Defendant's liability and the potential damages models available to Plaintiffs and the putative class. The Parties also participated in mediation over the course of three separate days with Bruce Friedman of JAMS. In the lead-up to the mediation sessions, the Parties prepared substantive, detailed mediation briefs that thoroughly addressed their respective claims. At each of the mediation sessions, the Parties did not reach a settlement but continued to engage in extensive and contentious negotiations, including through multiple calls with the mediator. While simultaneously engaging in negotiations, the Parties conducted a Rule 26(f) conference in the *Jillson* matter and conferred on and proposed a case schedule to the Court in case settlement discussions were not successful. The Parties also began briefing a motion to dismiss filed by Defendant in the *Jillson* matter. As a result of these lengthy, substantive, and good faith negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's marketing practices and Defendant's defenses.

D. After the third session, on December 26, 2024, the mediator issued a mediator's proposal. And on January 27, 2025, the mediator announced that both sides had accepted the mediator's proposal. Following the acceptance of the mediator's proposal, the Parties began to negotiate a long-form agreement. To allow Parties sufficient time to negotiate the long-form agreement, the Parties agreed to dismiss the *Jillson* case, without prejudice and subject to a tolling agreement, and to re-file a consolidated action for purposes of seeking approval once the long-form agreement was finalized.

E. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Claims through trial and possible appeals, the risks and uncertainty of further prosecution of the Claims considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have concluded that a Settlement with Defendant on the terms set forth in this Agreement

is fair, reasonable, adequate, and in the best interests of the Settlement Class, given all known facts and circumstances.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Consolidation of the Claims for Settlement Purposes: To conserve judicial and party resources, and to ensure that the court overseeing the approval of the settlement has subject matter jurisdiction over all Claims, the Parties agreed that Plaintiffs could file a consolidated complaint in the Circuit Court for the State of Oregon. The consolidated complaint shall name each of Crystal Jillson, Carmen Perez, Cassandra Maxwell, and Shelby Cline as Class Representatives and shall assert claims on behalf of California, Washington, and Oregon consumers. The Parties will seek approval of the settlement in this single, consolidated action. For Settlement purposes only, Defendant will not contest personal jurisdiction or venue in the Oregon case as to any Class Representative or Class Member. The Oregon, Washington and California claims dismissed without prejudice in *Jillson* in accordance with this Agreement shall be treated for all purposes as though they were filed as of the date of the *Jillson* complaint for settlement purposes.

B. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class pursuant to the Oregon Rules of Civil Procedure, Rule 32. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated pursuant to the terms of the Agreement, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever

in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties, who shall be restored to their respective legal positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment. Defendant supports certification of the Settlement Class for settlement purposes only.

C. Relief for the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, each Settlement Class Member who submits a valid Claim Form will receive cash payment (Cash Benefit) in the amount of \$15. Each Settlement Class Member who does not submit a valid Claim Form will automatically receive a credit voucher (Credit Benefit) in the amount of \$15. Defendant estimates, based on its sales records, that there are approximately 718,264 Settlement Class Members. Accordingly, the Parties estimate that the total value of the Cash and Credit Benefits that will be distributed to Class Members under this Settlement is approximately \$10,773,960.

2. Funding of Cash Benefit Fund. Within **fourteen (14) days** of the Effective Date, Defendant shall pay to the Settlement Administrator an amount equal to the Cash Benefit Fund. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement.

3. Cash Benefit Election and Delivery: If a Settlement Class Member submits a timely, valid Claim Form electing to receive a Cash Benefit, the Settlement Class Member will receive the payment they are due under this Agreement in the form of a Cash Benefit, to be paid out of the Cash Benefit Fund. Settlement Class Members who elect to receive a Cash Benefit will each receive \$15. The Settlement Administrator shall distribute Cash Benefits to each Settlement Class Member entitled to receive them out of the Cash Benefit Fund, via electronic payment or check, at the Class Member's election, within **twenty-eight (28) days** after the Effective Date.

4. Credit Benefit Election and Delivery: Defendant will provide a \$15 Credit Benefit to each Settlement Class Member who does not submit a valid Claim Form electing to receive a Cash Benefit, without any requirement for the Settlement Class Member to fill out a claim form or take any other affirmative action. Defendant or the Administrator will deliver Credit Benefits to Settlement Class Members by a method to be agreed upon by the parties based on cost and ease of administration within **twenty-eight (28) days** after the Effective Date. Wherever feasible, the Settlement Administrator will send notice of the Credit Benefits to the most recent email address a Class Member used to make purchases on Torrid.com. To ensure that all Class Members who do not elect to receive a Cash Benefit receive a Credit Benefit, any distributed Mail Notice will direct Class Members whose Email Notice bounced back to provide a current email address to the Settlement Administrator by the Claim Deadline.

5. Use of Credit Benefits: Credit Benefits can be used to make any purchase of any merchandise from Defendant, whether on Torrid.com or in any Torrid brick-and-mortar store, and are one-time use (i.e., can only be applied to a single order). Credit Benefits can be used to pay for the purchase of merchandise only and will be applied before calculation of any taxes and shipping. Credit Benefits can be combined with any other discount or offer and are freely transferable. Credit Benefits can be used at any time, with no blackout dates, and do not expire.

D. Releases.

1. Release of Defendant. Upon distribution of all benefits owed under this Agreement (including all Cash Benefits, Credit Benefits, and any Fee Award or Incentive Award awarded by the Court), except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, affiliates, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, but only in their capacity as such

(together, the “Torrid Releasees”) from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law or equity, arising under federal, state, or local law, that Plaintiffs or Settlement Class Members ever had, now have, or may have against the Torrid Releasees in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from the Torrid Releasees’ representations, advertising, marketing, and/or sales on Defendant’s website, Torrid.com, during the Class Period, which are alleged in the Action, or which arise from the same factual predicate as the claims alleged in the Action. This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein.

2. Class Representatives’ Release of Unknown Claims. Plaintiffs expressly understand and acknowledge that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide 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.

Plaintiffs, who are represented by counsel, hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiffs.

E. Attorneys’ Fees/Costs and Incentive Awards.

1. In addition to the Cash Benefits and Credit Benefits provided under the Agreement, Defendant agrees to pay Class Counsel reasonable attorneys’ fees and costs, as approved by the Court, of up to \$2,800,000. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for a reasonable award of attorneys’ fees and costs and

expenses of up to \$2,800,000. Defendant agrees that it will not object to a request for attorneys' fees and costs that is equal to or less than \$2,800,000. The Fee Award is defined as the amount of attorneys' fees and costs ultimately awarded by the Court. Defendant will pay the Fee Award to Class Counsel via wire transfer within **fourteen (14) days** after the Effective Date. Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement.

2. In addition to the Cash Benefits and Credit Benefits provided under this Agreement, Defendant also agrees to pay Plaintiffs Incentive Awards as approved by the Court of up to \$5,000 each. After the Court preliminarily approves the Settlement, Plaintiffs may apply to the Court for Incentive Awards in an amount not to exceed \$5,000 each, for their participation as Class Representatives. Defendant agrees not to object to a request for Incentive Awards up to this amount. Defendant will pay any Incentive Awards approved by the Court to Class Counsel's client trust account via wire transfer within **fourteen (14) days** after the Effective Date. Court approval of the incentive awards, or their amount, will not be a condition of the Settlement.

3. Plaintiffs and Class Counsel will provide Defendant all identification information necessary to effectuate the payment of Fee Award and Incentive Awards, including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9. Class Counsel shall also provide wiring instructions to Defendant.

4. Except for the Fee Award and Incentive Awards to be paid to Class Counsel and Plaintiffs as specifically provided in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or the *Jillson* Action or in connection with any claim that was or could have been alleged in the Action or the *Jillson* Action.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities shall be carried out exclusively by the Settlement Administrator.

B. Administration Costs. Defendant shall pay sums to cover any reasonable Administration Expenses to the Settlement Administrator as they become due.

C. Notice.

1. Defendant will provide the Settlement Administrator a customer list of Settlement Class Members, including name, the billing address associated with each Settlement Class Member's most recent purchase, and the most current email associated with the Settlement Class Member in Defendant's records, for the purpose of administering the settlement reached pursuant to this Agreement. This contact information for the Settlement Class Members will be shared with the Settlement Administrator but not Class Counsel.

2. The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Date.

3. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as Exhibit A to the email addresses for Settlement Class Members identified by Defendant.

4. Mail Notice. If an original Email Notice is returned as undeliverable, the Settlement Administrator will first try to determine a proper email address and send Email Notice to any that are so identified ("Second Email Attempt"). Should the Second Email Attempt also be unsuccessful, the Settlement Administrator shall then send a Mail Notice in substantially the same form as Exhibit C via first class U.S. mail, postage pre-paid to the shipping address provided by Defendant and associated with the Settlement Class Member's most recent purchase on Torrid.com. The Mail Notice will instruct Settlement Class Members to provide the Settlement Administrator with a current email address for settlement purposes only by the Claim Deadline. The Settlement Administrator shall provide Defendant all email addresses provided by Class Members within **fourteen (14) days** after the Claim Deadline.

5. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. The Settlement Administrator will post on the Settlement Website the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions as to how to access further case information, including through the Court. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement, and provide the dates to opt out of or object to the Settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed. These documents and this information shall be available on the Settlement Website no later than the Notice Deadline and remain until 30 days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

6. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Class Members to learn more and to request further information about the Action.

D. Claim Process. Settlement Class Members may elect to receive a Cash Benefit by submitting a timely and valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, submit a paper Claim Form which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid. Settlement Class Members who do not timely submit a Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Credit Benefit without the need to file a Claim or take any other affirmative step.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class

member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of a Credit Benefit. The Settlement Administrator shall maintain records of all Claim Forms until ninety (90) days after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the ninety (90) day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiffs stating the number of Claims received, the number of Claimants electing the Cash Benefit option, and the number of any Claimants electing the Cash Benefit option that have been denied. Within **ten (10) days** after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved electing the Cash Benefit option to establish the amount of the Cash Benefit Fund. The Settlement Administrator shall also provide Defendant with a list of Settlement Class Members who submitted a valid and timely Claim electing the Cash Benefit option that includes at least the name and email address.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and

clearly identify the case name and number; and (b) be mailed to the Settlement Administrator. The Settlement Administrator will provide any written objections received to Class Counsel within five (5) calendar days of receipt, and Class Counsel will file them with the Court. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Fairness Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that they 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 the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Settlement Administrator. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely served and filed. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) business days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **seven (7) days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any timely written objections submitted to the Court or Settlement Administrator by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be signed by the Settlement Class Member; and (c) include the statement "I/we request to be excluded from the class settlement" and include the case number. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) business days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

Following full execution of this Agreement, Plaintiffs will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve

the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Deadline; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective legal positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval order like that described herein, or decides

to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement.

VII. FINAL APPROVAL OF SETTLEMENT

Not later than **seventy-five (75) days** after Preliminary Approval, or on a date ordered by the Court, Plaintiffs shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court enter a Final Approval Order that specifically includes provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Awards; (d) finally certify the Settlement Class; (e) confirm that Plaintiffs and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

VIII. UNCASHED CASH BENEFITS

To the extent Cash Benefits are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, and shall state, in words or in substance that the check must be cashed within 180 days, after which time it will become void. If the check is not cashed within the 180 days of issuance, the Settlement Class Member will have failed to meet a condition precedent to recovery of a Cash Benefit, the Settlement Class Member's right to receive a Cash Benefit will be extinguished, and Torrid will have no obligation to make any Cash Benefit payments to the Settlement Class member and instead the Class Member shall receive a Credit Benefit as described in Section III.C.4 of this Agreement. The funds on any voided checks shall remain in the Cash Benefit Fund, will not be considered

“unclaimed” or “uncollected” for any purpose and may be used to cover costs of administration or returned to Defendant.

IX. PARTIES’ AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

X. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court’s final approval of this Agreement. Neither Class Counsel nor Defendant will attempt to influence Settlement Class Members from choosing one form of settlement benefit over the other.

XI. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action and the *Jillson* Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and Oregon Rule 408, under Oregon Revised Statutes 40.190, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

XII. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing, sent by mail with a copy by email, and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Class</u>	<u>For Defendant</u>
Simon Franzini DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com Alexander E. Wolf, Esq. MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 402 W. Broadway, Suite 1760 San Diego, CA 92101 awolf@milberg.com	Bethany G. Lukitsch BAKER & HOSTETLER LLP 1900 Avenue of the Stars, Suite 2700 Los Angeles, CA 90067 blukitsch@bakerlaw.com

XIII. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XIV. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XV. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

XVI. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

XVII. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court. The Notices and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with Class Counsel and Defendant's counsel, as may be reasonable and necessary and not inconsistent with such approval.

XVIII. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XIX. GOVERNING LAW

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

XX. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXI. TAX CONSEQUENCES

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

XXII. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXIII. DEADLINE CALCULATIONS

Any deadlines provided for in this Agreement which fall on a weekend or federal holiday shall be extended to the next business day.

Unless otherwise noted, all "days" referenced in this Agreement are to calendar days.

XXIV. COUNTERPARTS

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be

delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

XXV. CONTINUING JURISDICTION

The Circuit Court of the State of Oregon shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Defendant, a Settlement Class Member or Class Counsel under this Agreement, the Court may exercise all equitable powers over Defendant, such Settlement Class Member or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

XXVI. SETTLEMENT TIMELINE

The pertinent deadlines provided by and contained in this Agreement are listed below.

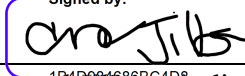
<u>Item</u>	<u>Deadline</u>
Notice Deadline/Notice Date	21 days after Preliminary Approval [§ I.X.]
Objection/Exclusion Deadline	30 days after Notice Deadline [§ I.Y.] (51 days after Preliminary Approval)
Motion for Final Approval	75 days after Preliminary Approval [§ VII.]
Claim Deadline	60 days after the Notice Deadline [§ I.G.] (81 days after Preliminary Approval)
Final Tally	10 days after Claim Deadline [§ IV.E.] (91 days after Preliminary Approval)
Plaintiff's and Defendant's Responses to Objections (if any)	7 days prior to date of Fairness Hearing [§ V.A.]
Fairness Hearing	The Parties shall request that the Court hold the Fairness Hearing and rule on the Motion for

	Final Approval and Motion for Attorneys' Fees and Incentive Awards as soon as practicable after filing.
Effective Date	Date of Final Approval Order (assuming no objections) [§ I.N]
Funding of Cash Settlement Fund	14 days after Effective Date [§ III.C.2.]
Payment of Attorneys' Fees and Costs	14 days after Effective Date[§ III.E.1.]
Payment of Incentive Awards	14 days after Effective Date [§ III.E.2.]
Distribution of Settlement Awards	Credit Benefits: 28 days after Effective Date [§ III.C.4.] Cash Benefits: 28 days after Effective Date [§ III.C.3.]

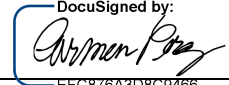
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

CLASS REPRESENTATIVES AND CLASS COUNSEL:

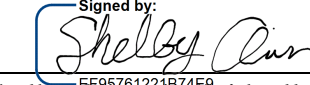
Dated: 5/23/2025, 2025

By: 
Crystal Jilison, individually and on
behalf of the Settlement Class

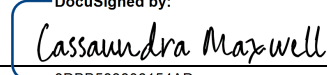
Dated: 05/23/2025, 2025

By: 
Carmen Perez, individually and on
behalf of the Settlement Class

Dated: May 23, 2025

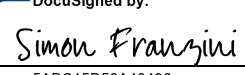
By: 
Shelby Cline, individually and on
behalf of the Settlement Class

Dated: 5/23/25, 2025

By: 
Cassandra Maxwell, individually and on
behalf of the Settlement Class

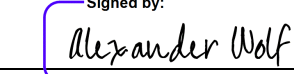
Dated: 5/23/205, 2025

DOVEL & LUNER LLP

By: 
Simon Franzini, Esq.
Attorneys for Plaintiffs

Dated: May 23, 2025

MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC

By: 
Alexander E. Wolf, Esq.
Attorneys for Plaintiffs

DEFENDANT AND COUNSEL FOR DEFENDANT:

Dated: 05/27/2025, 2025

TORRID LLC

By:  Signed by:
4A873FDE6FF04D4...
Name: Lisa Harper
Title: Chief Executive Officer

Dated: 5/27/2025, 2025

BAKER & HOSTETLER LLP

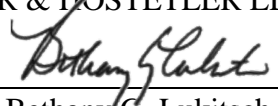
By: 
Bethany G. Lukitsch, Esq.
Attorneys for Defendant

EXHIBIT A

TO: «Settlement Class Member Email Address»
FROM: Torrid Settlement Administrator
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – Shelby Cline et al. v. Torrid LLC

«FIRST NAME» «LAST NAME»
Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»

**TO ALL PERSONS WHO PURCHASED A PRODUCT FROM TORRID.COM FROM
JANUARY 1, 2020, TO FEBRUARY 18, 2025, WHILE RESIDING IN OREGON, CALIFORNIA, OR
WASHINGTON.**

Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.
This Court-Authorized Notice describes your rights and gives information about the proposed settlement.
**This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to
or calling the Class Action Settlement Administrator at the address or toll-free number below.**

What Is This Case About?

In the lawsuit entitled *Shelby Cline et al. v. Torrid LLC*, Case No. 25CV10315 filed in the Circuit Court of the State of Oregon for the County of Multnomah, Plaintiffs Shelby Cline, Crystal Jillson, Carmen Perez, and Cassandra Maxwell (“Plaintiffs” or “Class Representatives”), on behalf of themselves and a proposed class, allege that Defendant deceptively advertised various discounts of its products on its website Torrid.com. Defendant denies that it misled consumers, denies any liability, and contends its advertising was accurate and lawful. Plaintiffs’ lawsuit seeks money damages, as well as attorneys’ fees and costs. The Court has not ruled on the merits of the claims or Defendant’s defenses.

Who Is A Settlement Class Member?

The Settlement includes consumers from Oregon, California, and Washington (as defined by the order billing address) who purchased one or more products on Torrid.com, from January 1, 2020 to February 18, 2025 (“Settlement Class Members”).

What Are The Terms Of The Settlement?

Under the terms of the Settlement, Settlement Class Members will each receive either (a) \$15.00 cash benefit, paid by check or electronic payment (“Cash Benefit”); or (b) a \$15.00 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 the calculation of taxes and shipping. 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 that there are at least approximately 718,264 Settlement Class Members, so the Parties estimate that the total value of the Cash Benefits and Credit Benefit to Class Members will be approximately \$10,773,960. In addition to these benefits, Defendant has also agreed to pay notice and administration costs estimated to be \$_____, 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 [Settlement Website].

How Do You Choose Your Settlement Benefit?

To receive a Cash Benefit, you must submit a signed and completed Claim Form online to the Settlement Administrator by **no later than [Claim Deadline]**. Claim Forms may also be submitted to the Settlement Administrator by mail if postmarked **no later than [Claim Deadline]**. The Claim Form is available at [Settlement Website]. To receive a Credit Benefit, you do not have to do anything. **If you do not submit a signed and completed Claim Form to the Settlement Administrator by [Claim Deadline], you will automatically receive the Credit Benefit.**

What Are My Other Options?

If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Settlement Administrator **no later than [Objection/Exclusion Deadline]**. If you exclude yourself from the Settlement, you will not receive a Cash Benefit or Credit Benefit from the Settlement. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue Defendant for any claims under federal and state law that arise from or relate to the allegations concerning Defendant's advertising practices in this action.

If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Settlement Administrator why you do not like the Settlement by **no later than [Objection/Exclusion Deadline]**. Additional information about opting out of or objecting to the Settlement is available at [Settlement Website]. You will be bound by the Settlement if your objection is rejected and will still receive a Settlement Benefit if the Settlement is approved.

Final Approval Hearing

The Court will hold a hearing in this case to consider whether to approve the Settlement on [Fairness Hearing Date], at [Fairness Hearing Time], Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [Settlement Website], OR BY WRITING OR CALLING THE SETTLEMENT ADMINISTRATOR AT [Settlement Admin Address] OR [Phone Number] (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT <https://www.dovel.com> or <https://www.milberg.com>, OR BY VISITING THE COURT TO REVIEW THE CASE'S DOCKET AT MULTNOMAH COUNTY

**COURTHOUSE, 1200 SW FIRST AVE., PORTLAND, OR 97204 BETWEEN 8:00 A.M. AND 4:00 P.M.,
MONDAY THROUGH FRIDAY, EXCLUDING COURT HOLIDAYS.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE
ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT B

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 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 benefits, 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) \$15.00 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 the 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 718,264 Settlement Class Members, so the Parties estimate that the total value of the Cash Benefits and Credit Benefits to Class Members will be approximately \$10,773,960. In addition to these benefits, Defendant has also agreed to pay notice and administration costs estimated to be \$[REDACTED], 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 [Settlement Website].

- 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 \$15.00 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: [DATE]	If you submit a valid Claim Form by [Claim Deadline], and elect to receive the Cash Benefit, you will receive a cash payment of \$15.00 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: [DATE]	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 deadline for excluding yourself is [Objection/Exclusion Deadline].
OBJECT TO THE SETTLEMENT DEADLINE: [DATE]	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 benefit if the Settlement is approved. The deadline for objecting is [Objection/Exclusion Deadline].

- 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 benefits 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 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

QUESTIONS? CALL [Phone Number] TOLL-FREE OR VISIT [Settlement Website]

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 [\[Settlement Website\]](#).

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 Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendant deceptively advertised various discounts of its products on its website, Torrid.com. The lawsuit 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 [\[Settlement Website\]](#).

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 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) \$15.00 cash benefit, paid by check or electronic payment (the "Cash Benefit"); or (b) a \$15.00 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 the calculation of taxes and shipping.

Class Members can decide whether to receive a Cash or Credit Benefit—in either case, the Benefit will be worth \$15. 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 718,264 Settlement Class

Members, so the Parties estimate that the total value of the Cash Benefits and Credit Benefits to Class Members will be approximately \$10,773,960.

In addition to these benefits, Defendant has also agreed to pay notice and administration costs estimated to be \$[REDACTED], 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 \$15.00. 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 benefits 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 [Objection/Exclusion Deadline] 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 [Settlement Website]. Read the instructions carefully, fill out the form, sign it, and submit it online no later than [Claim Deadline]. You may also submit a Claim Form by mail if postmarked by no later than [Claim Deadline].

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 [Fairness Hearing Date], 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 benefits 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 [Settlement Website]. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

If you do not want a settlement benefit 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 the Objection Deadline.

You must mail your exclusion request postmarked no later than [Objection/Exclusion Deadline], to the Settlement Administrator at the following address:

[Settlement Administrator Address]

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?

QUESTIONS? CALL [Phone Number] TOLL-FREE OR VISIT [Settlement Website]

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 benefits 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 [Objection/Exclusion Deadline].

[Settlement Administrator Address]

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 benefit 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 benefit in the form of a \$15.00 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 at [Fairness Hearing Date], 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 **[Objection/Exclusion Deadline]**. 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 and the precise terms and conditions of the Settlement is available at **[Settlement Website]**, or by calling toll-free **[Phone Number]**, or by writing to the Settlement Administrator at **[Address]**, 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.

QUESTIONS? CALL [Phone Number] TOLL-FREE OR VISIT [Settlement Website]

EXHIBIT C

**TO ALL PERSONS WHO
PURCHASED A PRODUCT FROM
TORRID.COM FROM JANUARY 1,
2020, TO FEBRUARY 18, 2025,
WHILE RESIDING IN OREGON,
CALIFORNIA, OR WASHINGTON**

**Read This Notice Carefully. You
Could Receive Compensation
From This Class Action
Settlement.**

This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to or calling the Settlement Administrator at the address or toll-free number on the back of this notice.

Shelby Cline et al. v. Torrid LLC c/o Administrator
[Insert address of settlement admin]

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: « Confirmation Code »

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

Docusign Envelope ID: B0DE3C36-BE8A-40A8-9879-33AAEDD06931

What is this Case About? In this lawsuit, Plaintiffs allege that Defendant deceptively advertised various discounts of its products on its website, Torrid.com. Defendant disputes the allegations, denies any liability, denies that it misled consumers, and contends its advertising was accurate and lawful. You are receiving this notice because Defendant's records indicate you are a Settlement Class Member but email notice to you was marked undelivered. Please provide the Settlement Administrator with your current email address. Settlement Class Members include consumers from Oregon, California, and Washington who purchased a product on Torrid.com, from January 1, 2020 to February 18, 2025 ("Settlement Class Members").

What are the Settlement Benefits? Under the terms of the Settlement, Settlement Class Members will each receive either (a) \$15.00 cash benefit, paid by check or electronic payment ("Cash Benefit"); or (b) a \$15.00 store voucher that can be applied towards any merchandise purchase made on Torrid.com or at Torrid's brick-and-mortar stores ("Credit Benefit"). Class Members can decide whether to receive a Cash or Credit Benefit. The Parties estimate that there are at least approximately 718,264 Settlement Class Members, so the Parties estimate that the total value of the Cash Benefits and Credit Vouchers to Class Members will be approximately \$10,773,960. In addition to these benefits, Defendant has agreed to pay notice and administration costs estimated to be \$[REDACTED] 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 [\[Settlement Website\]](#).

How do I Choose a Settlement Award? To receive a Credit Benefit, you do not have to do anything but ensure the Settlement Administrator has your current email address by [the Claim Deadline](#). You are receiving this postcard because the email address you provided Torrid is not valid. To receive a Cash Benefit, you must submit a signed and completed Claim Form online to the Settlement Administrator by **no later than** [\[Claim Deadline\]](#). Claim Forms may also be submitted to the Settlement Administrator by mail if postmarked **no later than** [\[Claim Deadline\]](#). The Claim Form is available at [\[Settlement Website\]](#). Settlement Class Members who do not submit timely completed Claim Forms, will receive a Credit Benefit.

What are my Other Options? If you do nothing, you will automatically receive a Credit Benefit (if you provide a valid email). You will be legally bound by the terms of the Settlement, and you will release your claims against Defendant. If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by [\[Objection/Exclusion Deadline\]](#). If you opt-out, you will not receive a Cash Benefit or Credit Benefit from the Settlement. If you do not opt-out, you can object to the Settlement by [\[Objection/Exclusion Deadline\]](#). However, if you object to the Settlement and the Settlement is ultimately approved, you will be legally bound by the terms of the Settlement, and you will release your claims against Defendant. Please visit [\[Settlement Website\]](#) for more information on how to opt-out of or object to the Settlement.

The Court's Final Approval Hearing. The Court will hold a hearing in this case to consider whether to approve the Settlement on [\[Fairness Hearing Date\]](#) at [\[Fairness Hearing Time\]](#), Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

This notice is only a summary. For more information, visit [\[Settlement Website\]](#) or write or call the class action Settlement Administrator at [\[Settlement Admin Address\]](#) OR [\[Phone Number\]](#) (toll-free).

EXHIBIT D

TORRID.COM SETTLEMENT

CLAIM FORM FOR CASH BENEFIT

INSTRUCTIONS

This class action alleges that Defendant violated Oregon, California, and Washington state laws by deceptively advertising various discounts of its products on its website, Torrid.com. Defendant denies these allegations.

You are a Settlement Class Member if you purchased one or more products on Torrid.com while residing in Oregon, California, or Washington (as defined by the order billing address), from January 1, 2020 to February 18, 2025.

If you wish to receive your \$15.00 Settlement Benefit in the form of cash (“Cash Benefit”) rather than credit, you must submit a valid Claim no later than [Claim Deadline]. If you wish to receive your Settlement Benefit in the form of credit (“Credit Benefit”), then you do not have to do anything – you will automatically receive the Credit Benefit so long as you are a Settlement Class Member and do not exclude yourself from the settlement.

Cash Benefits will be made via electronic payment or a mailed check. Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate updated contact information to the Settlement Administrator to receive a payment.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

SUBMITTING YOUR CLAIM FORM

Claim Forms may be submitted online at **WEBSITE** by **DEADLINE**, or completed and mailed **postmarked no later than DEADLINE** to:

[Settlement Administrator Address]

If you have any questions, please contact the Settlement Administrator by email at **EMAIL ADDRESS** or by mail at the address listed above.

**Your claim form
must be submitted
online or
postmarked by:
[Claim Deadline]**

**Circuit Court of the State of Oregon
for the County of Multnomah**

Shelby Cline et al. v. Torrid LLC,
Case No. 25CV10315

Claim Form

[ADD]

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid mailing address, email address, and mobile phone for payment. The current address you provide here does not need to be the same address you used for your purchase(s) from Defendant's website. If you believe you are a member of the Settlement Class but did not receive a Notice ID, please contact the Settlement Administrator. You will not be able to submit this form without it.

II. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ **Prepaid E-Mastercard** - Enter an email address to receive the Prepaid E-Mastercard: _____

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your account: ____-____-____

☐ **Zelle** - Enter the email address or mobile number associated with your account: _____

☐ **Physical Check** - Payment will be mailed to the address provided above.

III. CERTIFICATION

By signing this Claim submission, I certify, under penalty of perjury under the laws of the United States and the State of Oregon, that the information included with this Claim submission is true, accurate, and complete to the best of my knowledge, information, and belief. If I am submitting this Claim submission on behalf of a Claimant, I certify that I am authorized to submit this Claim submission on the individual's behalf. I am, or the individual on whose behalf I am submitting this Claim submission is, a member of the Settlement Class, and have not submitted a request to exclude myself, or "opt out of," the Settlement. I agree to furnish additional information regarding this Claim if so requested to do so by the Settlement Administrator. **By signing below, I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply) regarding this Claim.**

**Your claim form
must be submitted
online or
postmarked by:
[Claim Deadline]**

**Circuit Court of the State of Oregon
for the County of Multnomah**

Shelby Cline et al. v. Torrid LLC,
Case No. 25CV10315

Claim Form

[ADD]

Signature: _____ **Printed Name:** _____ **Date:** ____/____/____