

**BEFORE THE AMERICAN ARBITRATION ASSOCIATION**

<b>LARYSSA JOCK, CHRISTY MEIERDIERCKS,</b>	:	
<b>MARIA HOUSE, DENISE MADDOX, LISA</b>	:	
<b>McCONNELL, GLORIA PAGAN, JUDY REED,</b>	:	
<b>LINDA RHODES, NINA SHAHMIRZADI,</b>	:	
<b>LEIGHLA MURPHY, DAWN SOUTO-COONS,</b>	:	<b>AAA CASE NO. 11 160 00655 08</b>
<b>and MARIE WOLF,</b>	:	
	:	
Claimants,	:	
	:	
-against-	:	Arbitrator: Hon. John Gleeson
	:	
<b>STERLING JEWELERS INC.,</b>	:	Case Manager: Jonathan Weed
	:	
Respondent.	:	
	:	

**NOTICE OF CLASS ARBITRATION AND PROPOSED SETTLEMENT**

If you are a woman (1) who worked for Sterling Jewelers Inc. between July 22, 2004, and May 2, 2018, as a part-time or full-time sales associate, department manager, assistant manager or assistant general manager, or store manager or general manager in one or more of the following retail stores: Belden, Friedlanders, Goodman, Jared, JB Robinson, Kay, LeRoys, LeVian, Marks & Morgan, Osterman, Rogers, Shaws, Weisfield, or Ultra Diamonds (after Ultra Diamonds was acquired by Sterling Jewelers Inc. [“Sterling”] effective June 1, 2013) or (2) who previously submitted a form to opt into this Case, this class and collective action settlement (“Settlement”) may affect your rights, and you could receive money.

You do not need to take any action to participate in the Settlement. You must take action to exclude yourself from the Settlement.

*This is an officially authorized notice. This is not a solicitation from a lawyer.*

**GENERAL INFORMATION**

**1. What Is This Case About?**

Pursuant to Sterling’s RESOLVE Program, which was a mandatory three-step alternative dispute resolution program, in 2008, Laryssa Jock, Christy Meierdiercks, Kelly Contreras, Maria House, Denise Maddox, Lisa McConnell, Gloria Pagan, Judy Reed, Linda Rhodes, Nina Shahmirzadi, Leighla Smith, Dawn Souto-Coons, and Marie Wolf (collectively, the “Named Claimants”) brought a Class and Collective Action in arbitration on behalf of themselves and other similarly situated women (the “Case”). In the complaint, the Named Claimants alleged that Sterling engaged in sex discrimination by denying women the same promotional opportunities made available to men and compensating women less than men for the same work performed in the same facilities in violation of Title VII of the Civil Rights Act of 1964 as amended and the Equal Pay Act (hereinafter referred to as the “Federal Civil Rights Laws”). Throughout the pendency of this Case, Sterling has denied and continues to deny any and all allegations of actual or potential wrongdoing and/or violations of law. Sterling ceased using the RESOLVE Program as of May 2, 2018.

At the time this Settlement was reached, the parties had completed fact-gathering about the women’s claims and the defenses to them and were preparing for a trial that was scheduled to begin on September 6, 2022.

**2. Who Can Participate in the Settlement?**

The Settlement includes a Title VII Settlement Class and an EPA Settlement Class (defined below), and together the individuals in these classes are referred to in this Notice as the “Settlement Class Members.” If you are a Settlement Class Member, your rights are affected by this Settlement.

The Title VII and EPA classes are limited to women who are or were employed by Sterling Jewelers in any of the following positions (“Retail Sales Associates”): Part-time Sales Associates, Full-time Sales Associates, Department Managers, Assistant Managers, Assistant General Managers, Store Managers, or General Managers

in one or more of the following retail stores: Belden, Friedlanders, Goodman, Jared, JB Robinson, Kay, LeRoys, LeVian, Marks & Morgan, Osterman, Rogers, Shaws, Weisfield, or Ultra Diamonds (after Ultra Diamonds was acquired by Sterling Jewelers Inc. effective June 1, 2013).

The Title VII Settlement Class includes all female Retail Sales Associates who are or were employed by Sterling at any time between July 22, 2004, and May 2, 2018.

The EPA Settlement Class includes all female Retail Sales Associates who are or were employed by Sterling Jewelers and who submitted forms consenting to join the EPA case in 2016. These women are identified on Exhibit 1 to the Settlement Agreement.

### **3. Why Did I Receive This Notice?**

Sterling's records indicate that you are a Settlement Class Member.

## **THE TERMS OF THE SETTLEMENT**

### **4. What Are the Terms of the Settlement?**

Monetary Terms: Sterling has agreed to pay a total of \$175,366,000.00 for the monetary portion of this Settlement. This includes \$125,000,000.00 payable to the Settlement Classes and Service Payment Recipients (defined below), \$45,000,000.00 paid to Class Counsel as attorneys' fees and \$4,866,000.00 for reimbursement of out-of-pocket costs litigation expenses incurred in this litigation, and \$500,000.00 paid to EPIQ, a third-party settlement administrator hired to administer this Settlement. For the monetary payments to Settlement Class Members, 25% of the amount will be reported on an IRS Form 1099-MISC and 1099-INT as other income or interest and 75% of the amount will be reported on an IRS Form W-2 as wages. Sterling will pay the employer share of taxes normally collected on those settlement funds paid as wages.

Programmatic Relief Terms: Sterling has agreed to retain an expert to confirm that its method of settling starting pay for Retail Sales Associates and its leadership traits used for promotions are consistent with generally accepted best practices under Federal Civil Rights Laws and revise such practices as recommended by the expert. Sterling will provide the results of these studies to Class Counsel to review and confirm compliance. Sterling has also confirmed that it has discontinued and will not reinstate certain pay setting and promotion practices that were challenged in this Case. Furthermore, Sterling has agreed to continue to offer and further develop, as needed, (1) its mentorship programs and leadership training for women, (2) its parental leave policy, and (3) its workplace complaint investigation policies/practices to ensure that they continue to be consistent with best practices announced by the U.S. Equal Employment Opportunity Commission ("EEOC"). For a period of three years, Sterling will provide Class Counsel with annual certifications that its pay and promotion practices comply with the recommendations made by its expert.

Release: By not excluding yourself from the Settlement (see Question 10, below), and in consideration for the payments and benefits received under the Settlement, you will, on behalf of yourself and each of your heirs, representatives, successors, assigns, and attorneys, be deemed to have fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged Sterling, its parent Signet Jewelers Limited, and any other parents, subsidiaries, divisions, affiliates and related entities, successors and assigns, attorneys, assets, employee benefit plans or funds, and in the case of all such entities, any of its or their respective past, present, and/or future directors, officers, fiduciaries, agents, trustees, administrators, shareholders, employees, and assigns, whether acting on behalf of those entities or in their individual capacities (collectively, the "Released Parties"), from any and all claims of whatever nature, known or unknown, that you may have against the Released Parties, arising out of the same transaction, series of connected transactions, occurrences, or nucleus of operative facts that form the basis of the claims that were or could have been asserted in this Case, including but not limited to all individual, class, and collective claims for gender discrimination in pay and promotions in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Equal Pay Act, and state law counterparts, including any related claims for penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or injunctive, declaratory, or equitable relief (the "Release").

A copy of the Settlement Agreement can be viewed and downloaded from the Settlement Administrator's website: [www.SterlingClassActionArbitration.com](http://www.SterlingClassActionArbitration.com).

## **5. How Will the Settlement Amount Be Allocated?**

After deducting amounts for service payments as described in Question 15 and setting aside \$400,000.00 as a Reserve Fund, the Class Settlement Fund (\$125,000,000.00) will be allocated as set forth below. The amounts below are based on a complete calendar year. If you worked in one or more covered jobs for less than a full calendar year, your settlement amount will be in proportion to the days you worked in that job.

**Title VII Settlement Class:** Monetary relief will be allocated on a yearly basis during the period of July 22, 2004, to June 23, 2022, as follows: \$2,996 per year for serving as a store manager or general manager, \$1,928 per year as an assistant manager or assistant general manager, \$1,196 per year as a department manager, \$672 per year as a full-time sales associate, and \$270 per year as a part-time sales associate. The minimum amount that any member of the Title VII Settlement Class will be awarded is \$50.00. The settlement share for each member of the Title VII Settlement Class is calculated by dividing the total amount allocated for that member by the total amounts allocated to all members of the Title VII Settlement Class and multiplying this fraction times the total amount allocated to the Title VII Settlement Class.

**EPA Settlement Class:** Monetary relief will be allocated on a yearly basis during the period of October 16, 2003, to June 23, 2022, as follows: \$2,996 per year for serving as a store manager or general manager, \$1,361 per year as an assistant manager or assistant general manager, \$1,152 per year as a department manager, \$500 per year as a full-time sales associate, and \$150 per year as a part-time sales associate. The minimum amount that any member of the EPA Settlement Class will be awarded is \$50.00. The settlement share of each member of the EPA Settlement Class is calculated by dividing the total amount allocated for that member of the EPA Settlement Class by the total amounts allocated to all members of the EPA Settlement Class and multiplying this fraction times the total amount allocated to the EPA Settlement Class.

Individuals who are in both the Title VII Settlement Class and EPA Settlement Class will receive payments for being in both classes.

## **6. How quickly must I cash my check?**

Settlement Class Members will have 120 days from the date printed on the checks to cash their checks. Of the funds that remain after this 120 days expires, the Settlement Administrator may, if sufficient funds remain, distribute a second round of checks to all Settlement Class Members who cashed their checks during the initial check cashing period. The payments in a second distribution will be calculated using the same pro rata share formula for those who cashed their initial checks, subject to the same tax allocation, and must also be cashed within 120 days from the date printed on the second checks. *The Release will apply regardless of whether you cash or deposit your individual payment from the Settlement.*

Any funds from the Class Settlement Fund after 120 days have passed from the second distribution, if a second distribution is effected, will be distributed as follows: 25% to a fund dedicated to promoting diversity, equity, and inclusion to support female associates at Sterling and the remaining 75% to one or more non-profit organizations that serve the interests of women in the workplace, selected by Class Counsel and agreed to by Sterling (called a *cy pres*).

## **YOUR RIGHTS AND OPTIONS**

### **7. How Does This Settlement Affect My Rights?**

If you are a Settlement Class Member and do not exclude yourself from the Settlement, you will be sent a settlement payment by First-Class Mail to the address the Settlement Administrator has for you on file and possibly a second check distribution. You will also be bound by the release described in Question 4, above.

### **8. What Do I Need to Do to Receive a Monetary Payment Through the Settlement?**

You do not need to do anything to receive a settlement payment. It is your responsibility to keep the Settlement Administrator updated on your mailing address. See Questions 17 and 18 for the contact information for the Settlement Administrator.

If you do not exclude yourself from the Settlement pursuant to the instructions provided in Question 10, you will be mailed a settlement check approximately 40 days after the District Court confirms the Settlement if there are no appeals of the order finally approving this Settlement. You may also receive a second distribution check.

**9. What Should I Do If the Class Member Sent This Notice Is Deceased?**

An authorized representative of a deceased Settlement Class Member may receive the monetary settlement payment on behalf of the deceased Settlement Class Member. Contact the Settlement Administrator, whose contact information is provided in Question 17, to discuss this matter.

**10. What Should I Do If I Want to Exclude Myself from the Settlement?**

You may opt out of this Settlement, and therefore give up your claim to the monetary payments described above, by sending a request for exclusion to the Settlement Administrator by U.S. Mail, overnight delivery service, or by email to [opt-out@SterlingClassActionArbitration.com](mailto:opt-out@SterlingClassActionArbitration.com). The request to opt out of this Settlement **MUST BE RECEIVED** by the Settlement Administrator on or before **September 27, 2022**, at the following address:

Jock v. Sterling Jewelers Settlement Administrator  
P.O. Box 6968  
Portland, OR 97228-6968

The request for exclusion **must** contain the following information to be valid: (1) your full name, (2) your telephone number(s), (3) the last four digits of your Social Security number, (4) your signature, and (5) your employee identification number that you were given when you worked for Sterling, if known.

By excluding yourself from the Settlement Agreement, you will not be entitled to any monetary payment under the Settlement Agreement, you will not be allowed to object to the Settlement Agreement, and you will not release your monetary claims.

**11. What Should I Do If I Wish to Object to the Settlement?**

If you wish to object to any term in the Settlement Agreement, you must do so in writing. Written objections must state in writing with specificity the provision(s) of the Settlement Agreement to which you object and whether the objections apply only to you, to a specific subset of the class, or to the entire class.

Written objections **must** be mailed or sent by overnight delivery service to the Settlement Administrator, or emailed to the Settlement Administrator at [objection@SterlingClassActionArbitration.com](mailto:objection@SterlingClassActionArbitration.com), and **must** be received by the Settlement Administrator on or before **September 27, 2022**.

Written objections must state whether you wish to be heard at the Final Fairness Hearing. If you file an objection, you may, but are not required to, speak at the Final Fairness Hearing. You may retain your own attorney to speak on your behalf, but you must bear the expense of any such attorney. Objections raised at the Final Fairness Hearing shall be limited to those matters raised in timely filed written objections.

**CLASS COUNSEL**

**12. Who Is Class Counsel?**

The attorneys who have represented the Claimants and the Settlement Classes are as follows:

Joseph M. Sellers Kalpana Kotagal Harini Srinivasan COHEN MILSTEIN SELLERS & TOLL PLLC 1100 New York Avenue, N.W. Fifth Floor Washington, D.C. 20005	Sam J. Smith Loren B. Donnell BURR & SMITH, LLP 9800 4th Street N. Suite 200 St. Petersburg, FL 33702
Thomas A. Warren THOMAS A WARREN LAW OFFICES, P.L. 2032-D Thomasville Road Tallahassee, FL 32308	Barry Goldstein 155 Grand Avenue Suite 900 Oakland, CA 94612

**13. How Will Class Counsel Be Paid?**

Class Counsel will be paid attorneys' fees as well as reimbursed for costs and litigation expenses they paid on behalf of the class. Class Counsel seek to be paid from the Gross Settlement Fund \$45,000,000 as attorneys' fees for work performed on behalf of the Class since 2005 and \$4,866,000 as reimbursement of costs and expenses incurred in representing the Settlement Class Members. You will not need to pay any additional attorneys' fees, costs, or litigation expenses by participating in this Settlement.

**14. May I Get My Own Attorney?**

You may, but are not required to, obtain your own attorney to represent you. If you retain your own attorney, you will be responsible for paying your own attorney's fees and costs. If you object to the Settlement, Class Counsel will not represent you regarding your objection.

**SERVICE PAYMENT RECIPIENTS**

**15. Who Are the Service Payment Recipients?**

The Named Claimants and other individuals, identified on Exhibit 3 to the Settlement Agreement, will seek additional amounts in recognition of their service to all members of the class for (1) the time each devoted to serving as class representatives, including devoting their efforts on behalf of the class for the over 17 years in which these claims have been pursued; (2) filing charges of discrimination with the EEOC, being interviewed by the EEOC regarding these charges, filing three-step detailed RESOLVE claims, mediating these claims, appearing for depositions, responding to interrogatories and document requests, and assisting in preparation for depositions taken of Defendant's officers; (3) the risks undertaken in filing charges of discrimination with the EEOC, filing RESOLVE claims, and serving as a class representatives, including that awardable litigation and other costs might be assessed against them; (4) releasing additional claims plead in their RESOLVE claim forms; (5) mediating their claims through the RESOLVE program and insisting on pursuing claims on behalf of all Settlement Class Members versus accepting significant settlement offers; and (6) executing a general release rather than the release of claims applicable to other Settlement Class Members. The Named Claimants did all the tasks above, but in addition, supervised this litigation for 17 years, authorized the filing of the complaint, participated in discovery, attended arbitration hearings, advised on mediations, and prepared for trial.

Subject to approval by the Arbitrator and confirmation by the District Court, the amounts sought to be awarded to the Named Claimants and other individuals range from \$5,000 to \$117,000, and are set forth on Exhibit 3 to the Settlement Agreement. The total amount sought for service payments is equal to approximately two percent of the Gross Settlement Fund.

**ADDITIONAL INFORMATION**

**16. What Will Happen Next?**

The Arbitrator, the Honorable John Gleeson, will conduct a Final Fairness Hearing on November 15, 2022, at 10:00 a.m. at Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022. If the Arbitrator finds that the Settlement is fair, reasonable, and adequate to the class as a whole, the Parties will ask the District Court to confirm the Arbitrator's Final Approval Award. If the District Court confirms the Arbitrator's Final Approval Award and no appeal to the District Court's decision is made, your settlement check will be mailed to you within 40 days of the District Court's confirmation order.

**17. Who Should I Contact With Questions?**

Please contact the Settlement Administrator with any questions you have about this Notice or the Settlement. If they are unable to answer your questions, the Settlement Administrator will contact Class Counsel. Do not contact the Arbitrator.

You may call the Settlement Administrator toll-free: 1-800-231-1918

You may also write the Settlement Administrator at:

Jock v. Sterling Jewelers Settlement Administrator  
P.O. Box 6968  
Portland, OR 97228-6968

For complete information regarding the Settlement, you may also visit the settlement website at: [www.SterlingClassActionArbitration.com](http://www.SterlingClassActionArbitration.com).

**18. How Do I Make Sure the Settlement Administrator Has My Correct Mailing Address for the Settlement Check?**

Please contact the Settlement Administrator to confirm your mailing address if the address printed on the Notice is not correct or if you move prior to the mailing of settlement checks.

**PLEASE DO NOT CONTACT THE ARBITRATOR, THE COURT, OR THE AMERICAN ARBITRATION ASSOCIATION.**

Date: July 28, 2022

By Order:

John Gleeson  
Arbitrator