

BEFORE THE AMERICAN ARBITRATION ASSOCIATION

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

**PRELIMINARY APPROVAL AWARD**

Upon consideration of Claimants’ Motion for Preliminary Approval of the Settlement (“Claimants’ Motion”), and the entire record herein, IT IS this 23 day of June 2022,

**ORDERED:**

1. The Claimants’ claims to monetary relief are certified as a class pursuant Rule 4 of the American Arbitration Association Supplementary Class Action Rules and Rule 23(b)(3) of the Federal Rules for Civil Procedure for settlement purposes.
2. For the reasons set forth in Claimants’ Motion, the Settlement Agreement is preliminarily approved as adequate, reasonable, and fair.
3. The proposed Notice, attached as Ex. 2 to the Settlement Agreement, is approved.
4. Epiq Systems, Inc. is hereby appointed as the Settlement Administrator with its fees to be paid pursuant to the Settlement Agreement.

5. The Arbitrator approves of the establishment of a Qualified Settlement Fund pursuant to 26 C.F.R. § 1.468B-1 by Epiq Systems, Inc. to administer the terms of the Settlement.
6. Within 15 days of this Order, Sterling Jewelers Inc. (“Sterling”) will provide the Settlement Administrator with the following information needed to distribute Notice to Settlement Class Members: name; Sterling employment identification number; social security number; last-known address; private email, if known. Within 15 days of this Order, Class Counsel shall also provide the Settlement Administrator with last-known addresses and private email, if known, for Settlement Class Members.
7. Within 35 days of this Order, Sterling will provide the Settlement Administrator for each Settlement Class Member the days worked as a Retail Sales Associate (as defined in the Settlement Agreement) in each of the following jobs: part-time sales associate, full-time sales associate, department manager, assistant manager or assistant general manager, or store manager or assistant general manager during the periods (counts of calendar days an associate worked in each job group with separate counts for each group).
8. The Settlement Administrator is directed to update the information provided by Sterling and Class Counsel with any new addresses for Settlement Class Members it obtains from the National Change of Address database before mailing the Notice.
9. Within 20 days after the date Sterling provides the Settlement Administrator with information needed to distribute Notice, the Settlement Administrator will send

by First-Class mail to each Settlement Class Member a copy of the authorized Notice.

10. If a Notice is returned as “undeliverable,” the Settlement Administrator is directed to conduct an electronic search for an updated address for the Settlement Class Member within seven days of receipt of the returned notice and will re-mail the Notice to any additional address obtained.
11. Settlement Class Members may exclude themselves from the monetary provisions of the Settlement. To exclude themselves from the monetary provisions of the Settlement, Settlement Class Members must send a request for exclusion to the Settlement Administrator in writing by U.S. mail, overnight delivery service, or email such that the request for exclusion is received by the Settlement Administrator on or before 60 days after the initial mailing date for the Notice. The request for exclusion must contain the following information to be valid: (1) Settlement Class Member’s name, (2) telephone numbers, (3) last four digits of her Social Security number, (4) signature, and (5) Sterling’s employee identification number, if known. By excluding themselves from the Settlement Agreement, the Settlement Class Member shall not have any rights under the Settlement Agreement, not be entitled to any monetary payment under the Settlement Agreement, not be allowed to object to the Settlement Agreement, and will not be bound by the releases in the Settlement Agreement.
12. Settlement Class Members may object to the Settlement. Settlement Class Members who wish to object to any term in the Settlement Agreement must do so in writing. Written objections must state with specificity the provision(s) of the

Settlement Agreement to which the Settlement Class Member objects and whether the objections apply only to the objector, to a specific subset of the class, or to the entire class. Written objections must be mailed, sent by overnight delivery service, or emailed to the Settlement Administrator and must be received by the Settlement Administrator on or before 60 days after the initial mailing date for the Notice.

13. Written objections must state whether the Settlement Class Member wishes to be heard at the Final Fairness Hearing. Any Settlement Class Member who timely files objections with the Settlement Administrator may, but is not required to, speak at the Final Fairness Hearing. Such Settlement Class Member may obtain her own attorney to speak on her behalf, but the objecting Settlement Class Member must bear the expense of any such attorney. Objections raised at the Final Fairness Hearing shall be limited to those matters raised in timely written objections.
14. The Final Fairness Hearing is set for **November 15, 2022 at 10:00 a.m.** The Hearing will be held at Debevoise & Plimpton LLP, 919 Third Avenue, New York, NY 10022. This date, time and location shall be set forth in the Notice. Because the date and time of the hearing could change, Settlement Class Members should check with the Settlement Administrator before attending.

Date: June 23, 2022



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John Gleeson  
Arbitrator