

EXHIBIT C

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

AMY TAKALA and JENNIFER WESCOTT on
behalf of themselves and all others similarly
situated,

Plaintiffs,

vs.

NORDSTROM, INC.,

Defendant.

Civil Action No.: 2:25-cv-1396-JHC

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT

Currently before the Court for preliminary approval is a Settlement (the “Settlement”) of this class action (the “Action”) wherein Plaintiffs Amy Takala and Jennifer Wescott (collectively, “Plaintiffs”) have asserted claims for alleged violations of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.* (“ERISA”), against Defendant Nordstrom, Inc. (“Defendant”). The terms of the Settlement are set out in a Settlement Agreement executed on _____, 2026 (the “Agreement”), which has been signed by Plaintiffs and their Counsel on behalf of the proposed Settlement Class and Defendant and its Counsel. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Capitalized terms not otherwise defined in this Order shall have the same meaning as ascribed to them in the Agreement. The “Settlement Class” is defined in this Order below.

Having considered Plaintiffs’ Motion for Preliminary Approval of Proposed Settlement (ECF No. __) and the Agreement attached thereto in order to determine, among other things, whether the Settlement is sufficient to warrant the issuance of notice to members of the proposed

Settlement Class, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

Jurisdiction. The Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

Class Findings. The Court preliminarily finds, for purposes of the Settlement only, that the requirements of the Federal Rules of Civil Procedure, the United States Constitution, the Rules of the Court, and any other applicable law have been met as to the Settlement Class, in that:

- (a) The Settlement Class is ascertainable from records kept with respect to The Nordstrom Welfare Benefit Plan (the “Plan”) and from other objective criteria, and the Settlement Class is so numerous that their joinder before the Court would be impracticable.
- (b) Based on allegations in Plaintiffs’ First Amended Complaint (the “Complaint”), the Court preliminarily finds that there are one or more questions of fact and/or law common to the Settlement Class.
- (c) Based on allegations in the Complaint, the Court preliminarily finds that the claims of Plaintiffs are typical of the claims of the Settlement Class.
- (d) Plaintiffs will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of Plaintiffs and the nature of their alleged claims are consistent with those of the Settlement Class; (ii) there are no significant conflicts between or among Plaintiffs and the Settlement Class; and (iii) Plaintiffs are represented by qualified, reputable counsel who are experienced in preparing and prosecuting ERISA class actions of this type.
- (e) The prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual class members, that would establish incompatible standards of conduct for the parties opposing the claims asserted in the Action; or (ii) adjudications as to individual class members that would, as a practical matter, be dispositive of the interests of the other members not parties to the Action, or would substantially impair or impede those persons’ ability to protect their interests.

Class Certification. Based on the findings set out above, the Court **PRELIMINARILY CERTIFIES** the following Settlement Class for settlement purposes under Federal Rule of Civil

Procedure 23(b)(1) in this litigation (the “Settlement Class”), including all individuals satisfying the criteria below:

- (a) The individual resides in the United States;
- (b) was a Plan participant or beneficiary at any point from July 24, 2019, through the date of entry of the Preliminary Approval Order; and
- (c) paid a tobacco or nicotine surcharge in connection with their participation in the Plan from July 24, 2019, through the entry of the Preliminary Approval Order.

The “Class Period” is July 24, 2019, through the date of this Order.

The Court finds that the Settlement Class is sufficiently well-defined and cohesive to warrant certification as a non-opt-out class under Fed. R. Civ. P. 23(a) and 23(b)(1). As required by Fed. R. Civ. P. 23(g), the Court has considered: (i) the work Class Counsel has done in identifying or investigating potential claims in this Action; (ii) Class Counsel’s experience in handling class actions, other complex litigation, and claims of the type asserted in this Action; (iii) Class Counsel’s knowledge of the applicable law and, in particular, its knowledge of ERISA as it applies to claims of the type asserted in this Action; and (iv) the resources Class Counsel has committed to representing the Settlement Class. Based on these factors, the Court finds that Class Counsel has and will continue to represent fairly and adequately the interests of the Settlement Class. Accordingly, pursuant to Fed. R. Civ. P. 23(g)(2) the Court preliminarily designates Siri & Glimstad LLP as class counsel (“Class Counsel”) with respect to the Settlement Class in this Action.

As indicated above, the Court finds that Plaintiffs are adequate and typical class representatives for the Settlement Class for settlement purposes and, therefore, hereby appoints Plaintiffs Amy Takala and Jennifer Wescott as the representatives of the Settlement Class for settlement purposes.

The Court having determined preliminarily that this Action may proceed as a non-opt out

class action under Fed. R. Civ. P. 23(a) and 23(b)(1), the Settlement Class shall be bound by any judgment concerning the Settlement in this Action, subject to the Court's final determination as to whether this Action may so proceed.

Preliminary Approval of Settlement. The Settlement documented in the Agreement is hereby **PRELIMINARILY APPROVED**, as the Court preliminarily finds that: (a) the proposed Settlement resulted from arm's-length negotiations; (b) the Agreement was executed only after Class Counsel had researched and investigated multiple legal and factual issues pertaining to Plaintiffs' claims; (c) there is a genuine controversy between the Parties involving Defendant's compliance with the requirements of ERISA; (d) the Settlement appears on its face to be fair, reasonable, and adequate; and (e) the Settlement, evidenced by the Agreement, is sufficiently fair, reasonable, and adequate to warrant sending notice of the Action and the Settlement to the Settlement Class.

Qualified Settlement Fund. The Court hereby establishes and approves the Qualified Settlement Fund as described in the Settlement Agreement, and within the meaning of Treasury Regulation §§ 1.468B-1 through 1.468B-5. The Qualified Settlement Fund is established pursuant to this Order and shall remain subject to the continuing jurisdiction of this Court. The Court retains continuing jurisdiction over the establishment, administration, investment, taxation, and distribution of the Qualified Settlement Fund.

Plan of Allocation. The Court preliminarily finds that the proposed Plan of Allocation is fair, reasonable, and adequate.

Final Approval Hearing. A hearing (the "Final Approval Hearing") pursuant to Fed. R. Civ. P. 23(e) is hereby **SCHEDULED** to be held before the Court on _____ 2026, at ___ a.m. in United States District Court for the Western District of Washington, 700 Stewart Street, Seattle,

WA, 98101 or, alternatively, the hearing will be conducted virtually by videoconference, to determine finally, among other things:

- (a) Whether the Settlement should be approved as fair, reasonable, and adequate;
- (b) Whether the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23, and should be finally certified as preliminarily found by the Court;
- (c) Whether the litigation should be dismissed with prejudice pursuant to the terms of the Agreement;
- (d) Whether the Final Approval Order and Judgment attached to the Agreement should be entered and whether the Released Parties should be released of and from the Released Claims, as provided in the Agreement;
- (e) Whether the notice and notice methodology implemented pursuant to the Agreement (i) were reasonably calculated, under the circumstances, to apprise the Class of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (ii) were reasonable and constituted due, adequate, and sufficient notice to all persons entitled to notice; and (iii) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law;
- (f) Whether Class Counsel adequately represents the Settlement Class for purposes of entering into and implementing the Settlement Agreement as required by Fed. R. Civ. P. 23(g) and as preliminarily found by the Court;
- (g) Whether the proposed Plan of Allocation of the Net Settlement Amount is fair, reasonable, and adequate and should be approved by the Court;
- (h) Whether the Settlement has been negotiated at arm's length by Class Counsel on behalf of the Plan and the Settlement Class, whether Plaintiffs have acted independently, whether Plaintiffs' interests are identical to the interests of the Plan and the Settlement Class, and whether the negotiations and consummation of the Settlement by Plaintiffs on behalf of the Plan and the Settlement Class do not constitute "prohibited transactions" as defined by ERISA §§ 406(a) or (b), including whether Prohibited Transaction Exemption 2003-39 or another class exemption from the prohibited transaction rules applies;
- (i) Whether the application for attorneys' fees and costs to be filed by Class Counsel should be approved;
- (j) Whether a case contribution award should be awarded to Plaintiffs; and

(k) Any other issues necessary for approval of the Settlement.

The Final Approval Hearing may be conducted virtually if not in person.

Settlement Notice. The Parties have presented to the Court a proposed Notice of Class Action Settlement, Settlement Approval Hearing and Motion for Attorneys' Fees and Costs ("Settlement Notice"), which is appended to the Agreement as Exhibit A. The Court **APPROVES** the form and content of the Settlement Notice finding that it fairly and adequately: (1) describes the terms and effect of the Agreement and of the Settlement; (2) gives notice to the Settlement Class of the time and place of the Final Approval Hearing; and (3) describes how the recipients of the Settlement Notice may object to approval of the Settlement. The Parties have proposed sending the Settlement Notice to Class Members via U.S. Mail, and the Court finds that such proposed manner is adequate. By no later than sixty (60) calendar days before the Final Approval Hearing, Plaintiffs shall cause the Settlement Notice, with such non-substantive modifications thereto as may be agreed upon by the Parties, to be disseminated via U.S. Mail to the last known address of each member of the Settlement Class who can be identified by reasonable effort. At or before the Final Approval Hearing, Class Counsel shall file with the Court proof of timely compliance with this mailing requirement.

Compliance with Class Action Fairness Act. The Court approves the form of notice under the Class Action Fairness Act of 2005 ("CAFA") submitted as Form of CAFA Notice – **Exhibit E** to the Settlement Agreement. The Settlement Administrator shall, on or before ten (10) calendar days prior to the Final Approval Hearing, file with the Court proof of compliance with CAFA, as specified in 28 U.S.C. § 1715.

Objections to Settlement. "Objector" shall mean any member of the Settlement Class or recipient of a CAFA Notice who wishes to object to the fairness, reasonableness, or adequacy of

the Settlement, to the Plan of Allocation, to any term of the Agreement, to the proposed case contribution awards, or to the proposed award of attorneys' fees and costs. Any Objector must file with the Court a statement of his, her, or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support or evidence that such Objector wishes to bring to the Court's attention or introduce in support of such objection. Any objection must be signed by the Settlement Class member. The Objector must also mail the objection and all supporting law and evidence to counsel for the Parties, as stated below. The addresses for filing objections with the Court and service on counsel are:

COURT CLERK

United States District Court
Western District of
Washington
700 Stewart Street
Seattle, WA 98101

PLAINTIFFS' COUNSEL

Oren Faircloth
Siri & Glimstad LLP
100 Pearl Street, 14th Floor
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DEFENDANT'S COUNSEL

Deborah S. Davidson
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Dylan D. Rudolph
Morgan Lewis & Bockius LLP
1400 Page Mill Road
Palo Alto, CA 94304-1124
dylan.rudolph@morganlewis.com

The Objector, or, if represented by counsel, his, her, or its counsel, must both effect service of the objection on counsel listed above and file the objection with the Court at least thirty (30) calendar days prior to the Final Approval Hearing. Any Settlement Class member, CAFA Notice recipient, or other person who does not timely file and serve a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement and any untimely objection shall be barred.

Appearance at Final Approval Hearing. An Objector who files and serves a timely, written objection in accordance with the paragraph above may also appear at the Final Approval

Hearing either in person or through counsel retained at the Objector's expense. Objectors or their attorneys intending to appear at the Final Approval Hearing must effect service of a "Notice of Intention to Appear" setting forth, among other things, the name, address, and telephone number of the Objector (and, if applicable, the name, address, and telephone number of the Objector's attorney). The Notice of Intention to Appear must be filed with the Court and provided to Class Counsel and Defense Counsel at least fourteen (14) calendar days prior to the Final Approval Hearing. Any Objector who does not timely file and serve a "Notice of Intention to Appear" in accordance with this paragraph shall not be permitted to appear at the Final Approval Hearing, except for good cause shown. The Parties' counsel shall promptly furnish each other with copies of all Objections and Notices of Intention to Appear that come into their possession.

Response to Objectors. The Parties shall respond to any Objector at least seven (7) calendar days prior to the Final Approval Hearing.

Notice Expenses. Reasonable expenses of effectuating the Settlement Notice shall be paid out of the Gross Settlement Amount from the Qualified Settlement Fund.

Fees and Expenses Incurred by the Independent Fiduciary and Settlement Administrator. The Court understands that Defendant has retained or will retain an Independent Fiduciary for the purpose of evaluating the Settlement to determine whether to authorize the Settlement on behalf of the Plan. The fees and expenses incurred by the Independent Fiduciary (including fees and expenses incurred by consultants, attorneys, and other professionals retained or employed by the Independent Fiduciary) in the course of evaluating and authorizing the Settlement on behalf of the Plan (defined as the "Independent Fiduciary Fees" in the Agreement), shall be paid out of the Gross Settlement Amount from the Qualified Settlement Fund. The expenses incurred by the Settlement Administrator in administering the Settlement and allocating

the Qualified Settlement Fund pursuant to the Plan of Allocation approved by the Court, including any payable expenses of the Settlement Administrator, shall also be paid out of the Gross Settlement Amount.

Motion for Attorneys' Fees. Any application by Class Counsel for attorneys' fees and reimbursement of expenses, for case contribution awards to the Plaintiffs, and all papers in support thereof, shall be filed with the Court and served on all counsel of record at least forty-five (45) calendar days prior to the Final Approval Hearing.

Motion for Final Approval of Settlement and Plan of Allocation. Class Counsel shall file with the Court a motion for entry of the Final Approval Order and Judgment and approval of the Plan of Allocation at least forty-five (45) calendar days prior to the Final Approval Hearing.

Injunction. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Class Members, including their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, predecessors, successors, and assigns, and the Plan are each hereby **BARRED AND ENJOINED** from instituting or prosecuting any action that asserts any Released Claim against any of the Released Parties.

Termination of Settlement. If the Settlement is terminated in accordance with the Settlement Agreement or does not become Final under the terms of the Settlement Agreement for any other reason, this Order and all class findings herein shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order.

Use of Order. In the event this Order becomes of no force or effect, no part of it shall be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability, nor shall the Order be construed or used as an admission,

concession, or declaration by or against Plaintiffs or the Settlement Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she, or it may have.

Continuance of Final Approval Hearing. The Court reserves the right to continue the Final Approval Hearing, or to hold the Final Approval Hearing by remote means, without further written notice.

SO ORDERED this _____ day of _____, 2026.

Hon. John H. Chun
United States District Judge