

# EXHIBIT D

**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] FINAL APPROVAL ORDER AND FINAL JUDGMENT**

This class action came on for a Final Approval Hearing, held on \_\_\_\_\_, 2026, to determine the fairness of the proposed Settlement (the “Settlement”) of this class action (the “Action”) that was presented to the Court and was the subject of this Court’s Order Preliminarily Approving Settlement and Setting Date for a Final Approval Hearing. The issues having been duly heard, due notice having been given, and a decision having been duly rendered,

**IT IS HEREBY ORDERED AND ADJUDGED:**

To the extent not otherwise defined herein, all terms shall have the same meaning as used in the Settlement Agreement executed on \_\_\_\_\_, 2026 (the “Agreement”) executed by counsel on behalf of the Class Representatives, all Class Members, and Defendant, respectively.

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

The Court hereby approves and confirms the Settlement Agreement being a fair, reasonable, and adequate settlement and compromise of this Action, adopts the Settlement

Agreement as its Judgment, and orders that the Settlement Agreement shall be effective, binding, and enforced according to its terms and conditions.

The Court determines that Amy Takala and Jenniver Wescott (collectively, “Plaintiffs”) have asserted claims on behalf of themselves, the Settlement Class, and The Nordstrom Welfare Benefit Plan (the “Plan”) for alleged violations of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.* (“ERISA”).

The Court determines that the Settlement has been negotiated vigorously and at arm’s length by Class Counsel, and further finds that, at all times, Plaintiffs have acted independently and that their interests are aligned with the interests of the Plan and the Settlement Class. The Court further finds that the Settlement arises from a genuine controversy between the Parties and is not the result of collusion, nor was the Settlement procured by fraud or misrepresentation. The Court further finds that Class Representatives and Defendant had sufficient information to evaluate the settlement value of the Action. If the Settlement had not been achieved, Class Representatives and the Settlement Class faced the expense, risk, and uncertainty of extended litigation. At all times, the Class Representatives and Class Counsel have acted independently of Defendants and in the interest of the Settlement Class.

The Court finds that the Plan’s participation in the Settlement is on terms no less favorable than Plaintiffs’ and the Settlement Class’s and that the Plan does not have any additional claims above and beyond those asserted by Plaintiffs that are released as a result of the Settlement.

The Court determines that the Settlement is not part of an agreement, arrangement, or understanding designed to benefit a party in interest, but rather is designed and intended to benefit the Plan and the Plan participants and beneficiaries.

Accordingly, the Court determines that the negotiation and consummation of the

Settlement by Plaintiffs on behalf of the Plan and the Settlement Class does not constitute a “prohibited transaction” as defined by ERISA §§ 406(a) or (b), 29 U.S.C. §§ 1106(a) or (b). Further, the Court finds that in the light of the analysis and opinion provided by the Independent Fiduciary, to the extent any of the transactions required by the Settlement constitute a transaction prohibited by ERISA § 406, 29 U.S.C. § 1106, such transactions satisfy the provisions of Prohibited Transaction Exemption 2003-39. 68 Fed. Reg. 75632 (2003).

The Court determines that the Settlement Notice transmitted to the Settlement Class, pursuant to the Preliminary Approval Order concerning the Settlement and the other matters set forth therein, is the best notice practicable under the circumstances and included individual notice to all Class Members who could be identified through reasonable efforts. Such Settlement Notice provides valid, due, and sufficient notice of these proceedings and of the matters set forth therein, including the Settlement described in the Agreement to all persons entitled to such Settlement Notice, and such Settlement Notice has fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process. Such notice included individual notice to all members of the Settlement Class who could be identified through reasonable efforts, as well as notice through the dedicated Settlement Website on the internet, and provided valid, due, and sufficient notice of these proceedings and of the matters set forth in this Order, and included sufficient information regarding the procedure for the making of objections. Such notice constitutes the appropriate notice to the class and fully satisfies the requirements of Fed. R. Civ. P. 23 and the requirements of due process. The Court hereby approves the maintenance of the Action as a non-opt-out class action pursuant to Fed. R. Civ. P. 23(a) and 23(b)(1) with the Settlement Class being defined as all individuals meeting the following criteria:

- (a) The individual resides in the United States; and

- (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 defined as July 24, 2019, through [*the Date of Preliminary Approval*].

The Court further finds for the sole purpose of settling and resolving the Action that:

(a) as required by Fed. R. Civ. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Plan and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable.

(b) as required by Fed. R. Civ. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class.

(c) as required by Fed. R. Civ. P. 23(a)(3), the claims of the Class Representatives are typical of the claims of the Settlement Class that the Class Representatives seek to certify.

(d) as required by Fed. R. Civ. P. 23(a)(4), the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Class Representatives and the nature of the alleged claims are consistent with those of the Settlement Class members; and (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class.

(e) as required by Fed. R. Civ. P. 23(b)(1), 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 Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in this Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be

dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests.

(f) as required by Fed. R. Civ. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class. Pursuant to Fed. R. Civ. P. 23(g), the Court hereby confirms its prior appointment of Siri & Glimstad LLP as class counsel (“Class Counsel”).

(g) the Gross Settlement Amount—four hundred fifty thousand dollars (\$450,000.00)—is fair, reasonable, and adequate, taking into account the costs, risks, and delay of trial and appeal. The method of distributing the Net Settlement Amount is efficient and requires no filing of claims. The Settlement terms related to attorneys’ fees and expenses, and Case Contribution Awards to Class Representatives, do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart from the Settlement, required to be considered under Fed. R. Civ. P. 23(e)(2)(C)(iv).

The Court has duly considered and overruled any filed objection(s) to the Settlement to the extent there were any.

The operative Complaint and all claims asserted therein in the Action are hereby dismissed with prejudice and without costs to any of the Parties and Released Parties other than as provided for in the Settlement Agreement.

As of the Settlement Effective Date, the releases and covenants not to sue set forth in the Settlement Agreement, including but not limited to Section V of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly

incorporated herein in all respects. The Class Representatives and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plan, shall be (1) conclusively deemed to have, and by operation of this Final Approval Order and Judgment shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendant, the Plan, and the Released Parties from all Released Claims, and (2) barred and enjoined from suing Defendant, the Plan, or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now known or believe to be true with respect to the Class Action and the Released Claims; whether or not such Class Members received a monetary benefit from the Settlement; whether or not such Class Members actually received the Settlement Notice, or read the Settlement Notice; whether or not such Class Members have filed an objection to the Settlement or to Class Counsel's Motion for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards; and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

As of the Settlement Effective Date, and payment of the Net Settlement Amount, Defendant, including its present or former agents, employees, accountants, representatives, advisers, investment bankers, trustees, parents, heirs, estates, executors, administrators, successors, and assigns, shall be deemed to have released the Plaintiffs from any claims that may have arisen out of this Action.

As of the Settlement Effective Date, and payment of the Net Settlement Amount, all release provisions shall be given full force and effect in accordance with each and all of their express terms

and provisions, including those terms and provisions relating to unknown, unsuspected, or future claims, demands, or causes of action. Further, Plaintiffs assume for themselves, and on behalf of the Settlement Class, and Defendant assumes the risk of any subsequent discovery of any matter, fact, or law, that, if now known or understood, would in any respect have affected or could have affected the Parties entering into the Agreement.

The Court further determines that Defendant has fully complied with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711, *et seq.*, to the extent possible.

All members of the Settlement Class, including their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, predecessors, successors, and assigns, and the Plan are hereby barred and enjoined from the institution and prosecution, either directly or indirectly, of any other actions in any court asserting any and all Released Claims against any and all Released Parties.

The Class Representatives, Class Members, and the Plan hereby settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation, Section 1542 of the California Civil Code, which provides: “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.” The Class Representatives, Class Members, and the Plan with respect to the Released Claims also hereby waive any and all provisions, rights and benefits conferred by any law or of any state or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance

to Section 1542 of the California Civil Code.

Each Class Member hereby further releases the Released Parties, Defense Counsel, and Class Counsel for any claims, liabilities, and Attorneys' Fees and Expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest, as well as related attorneys' fees and expenses, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims; whether or not such Class Members actually received the Settlement Notice; whether or not such Class Members received a monetary benefit from the Settlement; whether or not such Class Members have filed an objection to the Settlement or to Class Counsel's Motion for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards; and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

The litigation expenses incurred by Class Counsel in the course of prosecuting this action are reasonable. Accordingly, Class Counsel is awarded expenses in the amount of \$\_\_\_\_\_, to be paid from the Settlement Fund. The attorneys' fees sought by Class Counsel in the amount of \_\_\_\_ percent (\_\_\_\_%) of the common fund established in this Action are reasonable in light of the successful results achieved by Class Counsel, the monetary benefits obtained in this Action, the substantial risks associated with the Action, Class Counsel's skill and experience in class action litigation of this type, and the fee awards in comparable cases. Accordingly, Class Counsel is awarded attorneys' fees in the amount of \_\_\_\_ percent (\_\_\_\_%) of the common fund established in this Action, specifically \$\_\_\_\_\_.

Plaintiffs are hereby awarded case contribution awards in the amount of \$\_\_\_\_\_.

Class Counsel's attorneys' fees and Plaintiffs' case contribution awards shall be paid pursuant to the timing requirements described in the Settlement Agreement and paid from the Gross Settlement Amount.

The Plan of Allocation for the Settlement Fund is approved as fair, reasonable, and adequate. Any modification or change in the Plan of Allocation that may hereafter be approved shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

Without affecting the finality of this Judgment, the Court shall retain exclusive jurisdiction to resolve any disputes or challenges that may arise as to the performance of the Settlement Agreement or any challenges as to the performance, validity, interpretation, administration, enforcement, or enforceability of the Settlement Notice, Plan of Allocation, this Final Approval Order and Judgment, the Settlement Agreement, or the termination of the Settlement Agreement. The Court shall also retain exclusive jurisdiction and will rule by separate Order with respect to Class Counsel's Motion for Attorneys' Fees and Costs and Case Contribution Awards to the Class Representatives submitted pursuant to the Settlement Agreement.

Any motion to enforce this Final Approval Order and Judgment or the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Approval Order and Judgment may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate the Settlement Agreement.

In the event that the Settlement Agreement is terminated, in accordance with its terms, this Final Approval Order and Judgment shall be rendered null and void, *ab initio*, and shall be vacated *nunc pro tunc*, and the Action shall for all purposes with respect to the Parties revert to its status as of the day immediately before the day the Settlement was reached. The Parties shall be afforded

a reasonable opportunity to negotiate a new case management schedule.

With respect to any matters that arise concerning the implementation of distributions to Class Members, all questions not resolved by the Settlement Agreement shall be resolved by the Plan administrator or other fiduciaries of the Plan, in accordance with applicable law and the governing terms of the Plan.

Within thirty (30) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

Upon entry of this Final Approval Order and Judgment, all Parties, the Settlement Class, and the Plan shall be bound by the Settlement Agreement and this Final Approval Order and Judgment.

**FINAL APPROVAL GRANTED:** The Motion for Final Approval of the Settlement and Settlement Agreement is hereby **GRANTED**, the Settlement of the Action is **APPROVED** as fair, reasonable and adequate to the Plan and the Class, and the Parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.

**JUDGMENT:** The Court hereby enters judgment on all claims, counts, and causes of action alleged in the Action. Notwithstanding the reservation of jurisdiction in this Final Approval Order and Judgment, this is a final and appealable judgment that ends the litigation of the Action. The Clerk is directed to enter this judgment in the civil docket forthwith.

**SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Hon. John H. Chun  
United States District Judge