

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ANITA TIDWELL and DION GREEN, on behalf of themselves and all other plaintiffs similarly situated,

Plaintiffs,

v.

DYSON DIRECT, INC.,

Defendant.

Case No.: 19-cv-06929

Settlement Agreement & Release

THIS SETTLEMENT AGREEMENT & RELEASE, dated as of October 12, 2020, (“*Agreement*”) between, on the one hand, Anita Tidwell (“*Tidwell*”) and Dion Green (“*Green*”) (collectively “*Plaintiffs*”), both individually and on behalf of Class Members (defined below), and, on the other hand, Dyson Direct, Inc., on behalf of itself and its parents, subsidiaries, affiliates, business units, members, shareholders, and their predecessors and successors, insurers, officers, directors, agents, attorneys, employees and assigns (collectively, “*Dyson*”) (Plaintiffs and Dyson together, the “*Parties*” and each a “*Party*”).

Recitals

WHEREAS, Plaintiffs filed a lawsuit against Dyson, captioned *Tidwell, et al. v. Dyson Direct, Inc.*, in the United States District Court for the Northern District of Illinois, Case No. 19-cv-6929 (“*Lawsuit*”), on behalf of themselves and the Class (as defined below), alleging that Dyson failed to pay them and other allegedly similarly situated persons all overtime due under the Fair Labor Standards Act (“*FLSA*”) and Illinois Minimum Wage Law (the “*IMWL*”), and any other related or applicable federal, state or local wage and hour laws;

WHEREAS, Dyson denies the allegations in Plaintiffs’ Lawsuit in their entirety, denies liability in its entirety, and denies that any class or collective is capable of being certified but for Dyson’s agreement hereunder;

WHEREAS, on the date first written above, after prolonged arm’s length negotiations, which included the exchange of significant informal discovery, the Parties ultimately agreed to a resolution, as defined below;

WHEREAS, solely for the purpose of settling the Lawsuit, and without admitting any wrongdoing or liability, Dyson has agreed, for settlement purposes only, to class certification under Rule 23, F.R.C.P., and collective certification under the FLSA;

WHEREAS, the Parties desire to resolve this matter on a class- and collective-wide basis and avoid the costs, risks, and delays associated with litigation; and

WHEREAS, Fish Law Firm, P.C., counsel for Plaintiffs and for the putative Class (“*Class Counsel*”), has analyzed and evaluated the merits of the claims made against Dyson and the impact of this Agreement on Plaintiffs, including without limitation based upon data provided to Class Counsel by Dyson, such as its payroll records and the Class Members, and based upon Class Counsel’s analysis and evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Lawsuit, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interest of the Named Plaintiff and the Class Members.

NOW, THEREFORE, in consideration of the above Recitals, which are hereby acknowledged to be true and correct and made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

I. Non-Admission of Liability

- A. Plaintiffs, and the Class understand and acknowledge that, although Dyson is entering into this Agreement, Dyson does not admit to any wrongdoing or violation of Federal or State statutes or regulations of any kind, or that it is liable for any of the amounts sought by Plaintiffs in the Lawsuit, and expressly denies the same.

II. Release of Claims

A. Release of Illinois Wage and Hour Claims.

Upon the Final Approval Order being issued, and except as to such rights or claims as may be specifically created by this Agreement, each Class Member (as defined in Section IV.B below) who does not opt-out of this Agreement, on his or her behalf, and on behalf of his or her respective current, former and future heirs, executors, and administrators, fully releases and discharges Dyson and its parents, subsidiaries, affiliates, and each of their respective shareholders, members, officers, directors, employees, managers, fiduciaries, trustees, employee benefit plan administrators, agents, attorneys, insurers, successors and assigns, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity which could be jointly liable with any of them, solely in their capacity as such (collectively, the “*Releasees*”), from any and all claims for any wage and hour violations, including without limitation concerning any and all unpaid overtime, off-the-clock work, and related claims that may have occurred arising from or relating to each Class Member’s employment or engagement with Dyson under Illinois state and/or local law, including without limitation claims arising under the IMWL, including without limitation 820 ILCS § 105/1, *et seq.* and any support regulations, from October 21, 2010 through the date of issuance

of the Final Approval Order. This release includes all claims for all damages arising from any such released claims, including claims for liquidated damages, penalties interest, and attorneys' fees and costs. Released claims include any and all manner of actions, causes of action, suits, accounts, claims, demands, controversies, judgments, obligations, damages and liabilities of any nature whatsoever, under federal, state or local laws, whether or not now known, suspected or claimed, that were asserted, or could have been asserted by Class Members in this Action, that in any way relates to or arises out of the conduct alleged in the Complaint filed by Plaintiffs in the Lawsuit or similar conduct, wherever it may have occurred, including without limitation any and all claims arising under or relating to IMWL, 820 ILCS § 105/1, *et seq.*, and 29 U.S.C. § 216, *et seq.*

B. Release of FLSA Claims.

Upon the Final Approval Order being issued, and except as to such rights or claims as may be specifically created by this Agreement, each Class Member who endorses their settlement checks, on his or her behalf, and on behalf of his or her respective current, former and future heirs, executors, administrators, agents, and attorneys, fully releases and discharges the Releasees, from any and all claims for any wage and hour violations, including without limitation concerning any and all claims of alleged unpaid overtime, that may have occurred arising from or relating to each Class Member's employment or engagement with Dyson under federal wage and hour laws, including, but not limited to, the FLSA, 29 U.S.C. §§ 201 *et seq.*, from October 21, 2016 through the date of issuance of the Final Approval Order. This release includes all claims for all damages arising from any such released claims, including claims for liquidated damages, interest, and attorneys' fees and costs.

C. Settlement Checks

All checks issued by the Settlement Administrator (defined below) to Class Members from the Settlement Fund (defined below) (the "**Settlement Checks**") shall contain, on the back of the check, the following limited endorsement:

"RELEASE OF CLAIMS:

By endorsing this check, I consent to join the case entitled *Tidwell v. Dyson Direct, Inc.*, and I hereby release Dyson Direct, Inc. and all other Releasees (as defined in the Settlement Agreement in *Tidwell*) from all wage and hour claims under the Fair Labor Standards Act, the Illinois Minimum Wage Law and/or any other applicable wage and hour law, rule or regulation brought or which could have been brought in the litigation."

Any modification or amendment of the above-language by the Class Member, at Dyson's discretion, may not be accepted, and, if not accepted, shall void the Settlement Check. Any Class Member who does not endorse and/or otherwise cash their Settlement Checks shall be deemed not to have opted into the Lawsuit

with respect to such FLSA Claims and, accordingly, shall not be entitled to proceed or otherwise assert their FLSA Claims in the Lawsuit, which shall be dismissed in its entirety following Final Approval, provided, however, that the foregoing shall have no effect on such Class Member's waiver and release of this claims under Section II.A above.

III. Settlement Payments

A. Settlement Fund.

As consideration for the releases in Section II above, Dyson shall pay \$186,512.32 (the "**Settlement Fund**"). This consists of \$181,512.32, which, for settlement purposes, is the amount of calculated damages, including statutory liquidated damages and penalties available to Class Members under the FLSA and IMWL. The Settlement Fund also consists of an additional pool of \$5,000 that will ensure each class member identified in **Exhibit A** will receive a minimum settlement award of \$26.75, subject to the below and provided that such Class Member does not opt out of this settlement. In addition, the Settlement Fund will increase by \$26.75 for each additional member added to the class beyond those identified in Exhibit A before the date of the Preliminary Approval Order, if any, up to a maximum increase of an additional \$5,000.00, provided, however, that in the event that such minimum settlement awards exceed the aggregate value of \$10,000 (e.g., the two above-mentioned \$5,000 amounts), the minimum amount shall be reduced *pro rata*. For the avoidance of doubt, the aggregate value of Settlement Fund shall not exceed a total value of \$191,512.32. The foregoing payments shall be made by the Settlement Administrator within forty-five (45) days after the Final Effective Date (as defined in Section IV.I below).

This Settlement Fund is inclusive of all attorneys' fees and costs for the Class Members; all compensatory damages, liquidated damages, punitive damages, penalties, and any other alleged damages that the Class Members have or may have, or sought or could have sought in the Lawsuit. Fees for the Settlement Administrator and the Service Award will be paid separately as described below.

If this Agreement is not approved by the Court, the Parties will work cooperatively to address any concerns articulated by the Court, provided, however, that nothing herein shall require Dyson to increase the value of the Settlement Fund. If no further agreement can be reached, Dyson will cease to have any obligation to pay or provide any portion of the Settlement Fund, the Service Awards or the Settlement Administrator's fees, the releases in Section II above will not be effectuated, any class and/or collective that has been certified (preliminarily or otherwise) shall be decertified, and this matter will move forward in litigation. If the Agreement is not approved by the Court, the Agreement itself does not exist and shall be void *ab initio*, and Dyson reserves all rights to oppose any motion to certify a class or collective in this Lawsuit or any other lawsuit, and to further move to decertify any class or conditionally certified collective action, and no representation or concession made in connection with the Agreement shall be considered law of the

case or an admission by Dyson or to have any kind of preclusive effect against Dyson or to give rise to any form of estoppel or waiver by Dyson in this Lawsuit or any other proceeding.

B. Settlement Payments to Lead Plaintiff.

Subject to Court approval, Plaintiffs Tidwell and Green will each receive a payment of \$4,000. This accounts for a service award for their service as lead plaintiffs in the amounts of \$4,000 each (“*Service Awards*”), and shall be in further consideration of their releases contained herein. These payments are separate from the Settlement Fund, but shall be provided to the Settlement Administrator for disbursement at or about the time that the other Settlement Checks are distributed to Class Members, e.g., within 45 days after the Final Effective Date. The Service Awards are in addition to the settlement payment that Tidwell and Green (along with other Class members who do not exclude themselves from the Settlement Class) are entitled to receive from the Settlement Fund. Tidwell and Green will also execute individual general releases for consideration of \$1,000 each. Plaintiffs will be responsible for correctly characterizing this payment for tax purposes and for paying taxes on any amount received. Neither Plaintiff’s Counsel nor Defendant’s Counsel are providing any tax advice to Tidwell and Green in connection with the Service Award or General Release Consideration.

C. Attorney Fees and Costs:

In consideration for the work already performed in this matter and all work remaining to be performed in documenting the Settlement, securing Court approval of the Settlement, and ensuring the Settlement is fairly implemented, the Parties agree that 1/3 of the Settlement Fund (approximately \$62,170.71) plus out-of-pocket costs shall be allocated to Plaintiff’s Counsel for attorneys’ fees and costs, subject to Court approval (the “*Class Counsel Fees*”). These costs are as of August 10, 2020, and estimating an additional \$50.00 in costs through final approval and administration of payments, are \$460.02. These payments shall be made by the Settlement Administrator from the Settlement Fund to Fish Law Firm P.C. The Attorney Fees shall be paid from the Settlement Fund within 45 days after the Final Effective Date.

Dyson, through the Settlement Administrator, will issue an IRS Form 1099 to Plaintiff’s Counsel, The Fish Law Firm P.C., reflecting this payment as required by law. Plaintiff’s Counsel shall provide Dyson or the Settlement Administrator with a fully executed IRS Form W-9 for this payment within 30 days of the Final Effective Date.

D. Settlement Administrator Fees and Costs:

As described in more detail below, Settlement Administrator Fees and Costs will be paid by Dyson. This will be paid separate from the Settlement Fund. Administrator Fees and Costs are estimated to be \$11,000.

IV. Settlement Approval Process.

A. Interim Stay of Proceedings.

The Parties agree to stay all proceedings in the Lawsuit, except such proceedings necessary to implement and complete the settlement, in abeyance pending the Fairness Hearing to be conducted by the Court.

B. Stipulation to Certification of Class.

For settlement purposes only, the Parties stipulate to certification of the following Class:

All non-exempt Dyson employees who worked for Dyson between October 21, 2016 and the date on which class notices are issued by the claims administrator who were employed as Customer Experience Specialists in Illinois, and listed on **Exhibit A** to this Agreement (subject to supplementation on or about the date on which class notices are issued).

The foregoing shall be referred to as the “**Class**” herein, with each member of the Class a “**Class Member**”. For the avoidance of doubt, the list of Class Members set forth in Exhibit A as attached to this Agreement shall be based on information previously exchanged between the Parties prior to the date of execution of this Agreement, but shall be supplemented immediately prior to the mailing of the class notices.

C. Preliminary Approval of Settlement.

Within sixty (60) days of the Parties’ execution of this Agreement, Plaintiff’s Counsel shall file a motion for Preliminary Settlement Approval (“**Preliminary Approval Motion**”) which shall include: (i) the proposed Notice of Proposed Class and Collective Action Settlement; (ii) a proposed Preliminary Approval Order; (iii) an executed version of this Agreement; and (iv) the necessary documents, memorandum, affidavits, and exhibits for the purposes of certifying a Class under F.R.C.P. 23 and FLSA Collective Action for settlement purposes only, and preliminarily approving the Agreement.

The Preliminary Approval Motion will also seek: (i) the setting of a date for individuals to opt-out of this Agreement and/or provide objections to this Agreement, which date will be sixty (60) days from the initial mailing of Notice to the Class Members by the Settlement Administrator; and (ii) to set a date for the Fairness Hearing, for Final Approval of the Settlement which shall be no earlier than ninety (90) days following the date on which the Notices are mailed by the Settlement Administrator.

The proposed Preliminary Approval Motion, including but not limited to the Notice of Proposed Class Action Settlement and proposed Preliminary Approval Order shall be drafted by Class Counsel, but subject to comment, revision and approval by Counsel for Dyson.

D. Issuance of Notice.

Within thirty (30) calendar days of the Court's order granting preliminary approval (the "**Preliminary Approval Date**") Dyson shall produce to the Settlement Administrator, with a copy to Class Counsel for use for settlement purposes only, the list of Class Member's names, Employee ID numbers, last known addresses, telephone numbers, and email addresses. Additionally, Dyson shall cooperate with the Settlement Administrator to produce whatever other information is reasonably necessary to effect notice and settlement payments, provided that Dyson shall not be required to perform any skip traces or similar actions with respect to any Class Members.

Within forty-five (45) calendar days of the Court's order granting preliminary approval of this Agreement, the Settlement Administrator will mail the Notice of Settlement to the Class Members in a form substantially similar to the notice attached hereto and made a part of this Agreement as **Exhibit B** (the "**Notice**"). The Notice shall inform individuals of their right to exclude themselves from, or object to, the settlement.

If any Notices are returned by the postal service as undeliverable, the Settlement Administrator use reasonable best efforts in locating the individual by performing a skip trace or similar method for locating an updated address. The Settlement Administrator will promptly re-mail the Notice to the updated address, if identified. If, after a second mailing of the Notice, the Notice is returned by the postal service as undeliverable or if a second address cannot be identified after Class Counsel's reasonable efforts, the Parties shall be deemed to have satisfied their obligation to provide the applicable Notice to that individual.

The Settlement Administrator will send a final list of all opt-out statements and objections (each as described below) to the Parties' respective Counsel no later than fourteen (14) days after the closure of the Notice Period (defined below). The Settlement Administrator will retain the stamped originals of all Opt-out Statements and Objections (such terms as defined below), and originals of all envelopes accompanying same, in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

E. Objection to Settlement.

Any Class Member who intends to object to the fairness of the Agreement (an "**Objection**") must do so within sixty (60) calendar days after the mailing of the Notice (the "**Notice Period**"), by mailing such Objection to the Settlement Administrator via First-Class United States Mail, postmarked within the Notice

Period. The Settlement Administrator will stamp the date postmarked and received on the original and send copies of each Objection, supporting documents, to the Parties' respective counsel by email delivery no later than three (3) days after receipt of the objection. The Settlement Administrator shall provide all Objections in its final affidavit to be filed with the application for Final Approval no later than fifteen (15) days prior to the Fairness Hearing.

Any Objection must include: (i) the objector's full name, address, and telephone number; (ii) a written statement of all factual and legal support for such Objection; (iii) copies of any papers, briefs, or other documents upon which the Objection is based; and (iv) a statement whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the Objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing and include a list of all persons who will be called to testify in support of the objection. Any Class Member who does not file a timely written Objection or otherwise comply with the foregoing requirements shall be foreclosed from having their Objection considered by the Parties or the Court, or seeking any adjudication or review of the settlement by appeal or otherwise.

F. Request for Exclusion.

Any Class Member who wishes to be excluded from the Class must submit a request for exclusion to the address specified in the Notice by within the Notice Period. To be effective, the request for exclusion must mail, via First Class United States Mail, postage prepaid, a written, signed statement to the Settlement Administrator that states that such Class Member is opting out of the settlement, and include his or her name, address, and telephone numbers and statement indicating his or her intention to opt-out such as: "I opt out of the Dyson wage and hour settlement" or words to that effect ("*Opt-out Statement*"). To be effective, an Opt-out Statement must be mailed and postmarked within the Notice Period.

Any Class Member who does not submit an Opt-out Statement pursuant to this Agreement will be deemed to have accepted the settlement and the terms of this Agreement, will be bound by the settlement in this case, and have any State Law Claims released and dismissed. Class Members who endorse their settlement check(s) will also release their FLSA Claims.

The amounts allocated to those Class Members that opted out of the settlement will be reallocated to Class Members that did not opt-out.

Within 10 days of the conclusion of the Settlement Administrator's delivery to Dyson of all Opt-out Statements (and in no event earlier than ten business days following the end of the Notice Period), Dyson shall have the option to cancel the settlement if more than 10% of the Class Members opt-out of the settlement. Should Dyson elect such a cancellation, the Parties will revert to their respective

positions prior to entering into this Agreement and the Lawsuit will proceed as if no settlement had been attempted.

G. Fairness Hearing and Motion for Final Approval and Dismissal.

In accordance with the schedule set by the Court in its Preliminary Approval Order and in advance of the Fairness Hearing, Class Counsel shall file a “Motion for Final Approval,” with supporting documents and materials for final approval of the settlement, which shall be subject to review and comment by Dyson. The Motion for Final Approval may contain a compliance affidavit from the Settlement Administrator, an application for attorneys’ fees, costs and the Service Awards, and supporting affirmation and documents from Class Counsel regarding the fairness, adequacy and reasonableness of the Settlement or any aspect related to this Agreement. The Motion for Final Approval may also include a proposed Final Approval Order. The “*Final Approval Order*” shall mean the order entered by the Court after the Fairness Hearing approving the terms and conditions of this Agreement, distribution of the settlement payments from the Settlement Account, approval of professional fees, expenses and costs, and dismissal of the Lawsuit with prejudice.

At the Fairness Hearing, the Parties will request that the Court, among other things: (1) approve the settlement and Agreement as fair, reasonable, adequate, and binding on all Class Members who have not timely opted out of the settlement; (2) order the Administrator to distribute Settlement Checks; (3) order the attorneys’ fees, expenses and costs to be paid to Class Counsel out of the Settlement Account; (4) order the Administrator’s fees and expenses be paid out of the Settlement Account; (5) order that the Service Award be paid out of the Settlement Account; (6) order the dismissal with prejudice of all State Law Claims by all Class Members who did not opt-out as well as Named Plaintiff; (7) dismiss FLSA Claims for FLSA Collective Members who endorse their settlement check(s); (8) order entry of Final Dismissal with prejudice in accordance with this Agreement; and (9) retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby.

H. Effect of Failure to Grant Final Approval.

In the event the Court fails to dismiss this matter with prejudice in accordance with this Agreement or such dismissal or this settlement does not become final as defined herein, the Parties shall resume the Lawsuit unless the Parties jointly agree to: (1) seek reconsideration or appellate review of the decision denying entry of dismissal with prejudice, or (2) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement. In the event any reconsideration or appellate review is denied, or a mutually agreed-upon settlement is not approved, the Lawsuit will proceed as if no settlement had been attempted. In that event, the class and collective certified for purposes of settlement shall be automatically decertified, and Dyson may contest whether this Lawsuit should be maintained as

a class action or collective action and contest the merits of the claims being asserted by Plaintiffs in this action.

Additionally, if not finally approved, the Settlement Administrator will provide notice to Class Members that the Agreement did not receive final approval and that, as a result, no payments will be made to Class Members under the Agreement. Such notice shall be mailed by the Settlement Claims Administrator via First Class United States Mail, postage prepaid, to the addresses used by the Settlement Claims Administrator in mailing the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing.

The Settlement Fund will be returned to Dyson, less the administration fees of the Settlement Administrator that are actually incurred to such date.

I. Effect of Final Approval of Class Settlement.

If this Agreement is approved by the Court, within forty-five (45) days of the Final Effective Date, the Administrator shall distribute Settlement Checks to all Class Members. The Final Effective Date shall be thirty-five (35) days after the Court has entered a Final Approval Order (as defined herein) approving this Agreement, provided the time to appeal from the Final Approval Order has expired and no notice of appeal has been filed. In the event a notice of appeal is filed, the “**Final Effective Date**” shall be the latest of the following: (1) the date any appeal from the Final Approval Order has been finally dismissed; (2) the date the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; and/or (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order in a form substantially identical (i.e., including identical payment obligations and procedures, releases, and other material terms) to the form of the Final Approval Order entered by the Court.

J. Cy Pres.

The first \$5,000 of any Settlement Checks which are uncashed after ninety (90) days from their mailing, as well as any other remaining funds in the Settlement Fund at such time, will be distributed as a *cy pres* award with half being awarded to The James Dyson Foundation and half being awarded to the Illinois Equal Justice Foundation or some other appropriate organization of the Court’s choosing. (the “**Cy Pres Account**”). Any remaining funds in excess of \$5,000 will revert to Dyson.

V. Settlement Claims Administration.

A. Selection of Settlement Claims Administrator.

The Parties agree that they will use the settlement administration services of Simpluris, Inc. (the “**Settlement Administrator**”) to carry out the duties outlined

above which include but are not limited to mailing the Notices of Settlement and mailing the Settlement Checks and Service Awards to the Class Members, and the Class Counsel Fees to Class Counsel.

B. Settlement Claims Administrator Responsibilities.

The Settlement Administrator shall be responsible for: (a) determining and finalizing the calculations of the tax withholding amounts for the Settling Plaintiffs; (b) preparing, printing and disseminating the Notice to the Class Members through the U.S. Mail; (c) copying Class Counsel and counsel for Dyson on material correspondence and promptly notifying Class Counsel and counsel for Dyson of any material requests or communications made by any of the Class Members; (d) mailing individual settlement payments from the Settlement Fund to the Class Members in accordance with this Agreement and the Final Approval Order of the Court; (e) advising the Parties of the amount of all employer-side taxes due and deducting and paying employee-side payroll tax obligations arising from all payments made to the Class Members, as applicable, in accordance with this Agreement; (f) issuing W-2 Forms for all amounts paid to the Class Members; (g) performing one “skip-trace” or similar process to ascertain the current address and addressee information for each Notice returned as undeliverable; (h) resending a Notice via USPS, one time each, to the Class Members whose Notices are returned as undeliverable and for whom a better, more current or alternative address is ascertained by performing a skip-trace or similar process; (i) promptly apprising counsel for the Parties of the activities of the Settlement Administrator; (j) maintaining adequate records of its activities, including the date of the mailing of the Notices, returned mail, and other communications and attempted written or electronic communications with the Class Members; (k) confirming in writing to the Parties’ respective counsel its timeline for administration based on the dates set forth in this Agreement, and confirming completion of the administration of the settlement and retaining copies of all endorsed settlement checks; (l) maintaining the strict confidentiality of this Agreement, the terms thereof, and all payments made hereunder; (m) providing all notices and accountings required by this Agreement; (n) establishing and administering the Settlement Fund as described above; and (o) such other tasks as the Parties mutually agree and assign.

C. Settlement Fund Fees and Expenses.

All fees, expenses, and costs of the Settlement Administrator related directly or indirectly to the Settlement Fund (including, but not limited to, those related to notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the Settlement Fund and tax treatment and tax reporting of awards to the Class Members, and preparation of tax returns (and the taxes associated with such tax returns as defined below)) shall be paid by Dyson and not the Settlement Fund. The Settlement Administrator Costs and Fees are estimated to be approximately \$11,000. In the event that the Settlement Administrator Costs and Fees exceed \$11,000, Dyson may petition the Court for permission to deduct any additional amounts from the Settlement Fund.

D. Reporting by Settlement Administrator.

Throughout the period of claims administration, the Settlement Administrator will provide such reports to the Parties' respective Counsel upon request regarding the status of the mailing of the Notices to the Class Members, the claims administration process, or any other aspect of the claims administration process. The Parties shall have equal access to the Settlement Administrator.

VI. Mode and Timing of Payment of Claims

A. Notice to be Sent by Settlement Administrator

Within forty-five (45) days after the Court's order granting preliminary approval of the Parties' settlement, the Settlement Administrator shall mail, all on the same day, all Notices to the Class Members. If any Notice is returned as undeliverable, the Claims Administrator shall promptly attempt to locate such Class Member through an electronic search using the information provided by Dyson and Plaintiffs' Counsel (if any) and shall promptly mail once an additional Notice to such person.

B. Settlement Checks

The Settlement Checks issued by the Settlement Administrator will be valid for one-hundred and twenty (120) days. At the expiration of this one-hundred and twenty (120) day check-cashing period, the Settlement Administrator will inform counsel for Dyson which checks were negotiated and which became void, as well as an accounting of the cash value of all amounts remaining in the Settlement Fund. In addition to this information, Settlement Administrator will also provide counsel for Dyson the amount of employer-side taxes due on the wage portion of the settlement payments which were negotiated. Within thirty (30) days of receiving this information from Settlement Administrator, Dyson shall make an additional payment in the amount calculated by Settlement Administrator to pay employer-side taxes due on the wage portion of the settlement payments, and/or may direct the Settlement Administrator to apply any remaining amounts in the Settlement Fund to such employer-side taxes. Dyson also shall have the option of directly paying all employer-side taxes to the respective taxing authorities. Within thirty (30) days following the foregoing reconciliation with respect to employer-side taxes, the Settlement Administrator shall (i) direct the first \$5,000 of funds remaining in the Settlement Fund to the Cy Pres Account, and (ii) revert all funds in excess of such \$5,000 threshold to Dyson.

VII. Creation and Implementation of the Settlement Fund

A. Establishing the Settlement Fund

Unless otherwise described above, all payments from Dyson to pay the amounts due from the Settlement will be deposited into the Settlement Fund, intended by the Parties to be a "Qualified Settlement Fund" as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et*

seq. The Settlement Administrator shall establish the Settlement Fund as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and it shall be administered by the Settlement Administrator, subject to the ultimate authority of the Court.

Dyson shall fund the Settlement Fund by no later than thirty (30) days following the Final Effective Date.

B. Administering the Settlement Fund

The Settlement Administrator shall serve as Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement Fund, including the handling of tax-related issues and payments. The Settlement Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund under the law and to maintain that qualification at all times. The Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

C. Tax Withholding and Reporting

The Parties recognize that the payments to the Class Members (other than the Service Awards) will be classified as wages and will be subject to applicable tax withholding and reporting. The Settlement Administrator shall be responsible for withholding and timely remitting and reporting to the appropriate taxing authorities the employee's share of payroll taxes or contributions (*i.e.* FICA, FUTA, SUTA, and Medicare) from such payments. Subject to the Settlement Administrator's obligation to comply with applicable laws, the Parties anticipate that any amounts designated as Service Awards shall not be subject to withholding and shall be reported to the IRS on Form 1099, as may be required by the IRS. The employer's share of payroll taxes required to be paid by Dyson shall be paid by Dyson in addition to the Settlement Fund.

D. Indemnification.

The Settlement Administrator shall indemnify the Parties for any penalty or interest arising out of an incorrect calculation or late deposit of any taxes described in Section VII.C. a or any other obligation of the Settlement Administrator provided for in this Agreement.

VIII. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to any conflict of laws. Any and all disputes between or among the Parties and/or any of the Class Members arising from or

relating to this Agreement or the settlement set forth herein shall be brought in the state or federal courts located in Chicago, Illinois.

IX. Publicity

Class Counsel agrees that it shall not, directly or indirectly, whether verbally, in writing or otherwise, issue any press releases, make any statements to the media, advertise in any media, or make any other public statements regarding the existence or nature of this Agreement or its terms and conditions, provided, however, that nothing contained herein shall prevent or limit Class Counsel (i) from indicating on its website or social media accounts words to the effect that Class Counsel has obtained a settlement in the amount stated above in connection with the resolution of a wage and hour class action brought under the IMWL, so long as such statement does not identify or make reference to Dyson, the Plaintiffs, the job classifications of the Plaintiffs or the Class Members, the docket number of the Lawsuit, or any other information which would tend to make the identities of the Parties or the Lawsuit identifiable (other than the settlement amount and general nature of the claims); (ii) in communicating with any Class Members, or (iii) in otherwise taking such steps as may be necessary to effectuate the terms of this Agreement or as otherwise may be consistent with Class Counsel's ethical obligations as an attorney.

X. Entire Agreement

This document and its Exhibits constitute the entire Agreement between the Parties with regard to the matters set forth herein, and supersedes any prior written or oral agreements (including without limitation that prior Settlement Agreement and Release, which is superseded and replaced in its entirety by this Agreement). This Agreement may not be modified unless as set forth in a writing that is signed by the Plaintiffs and an authorized representative of Dyson.

XI. Severability

If any provision of this Agreement shall be found invalid or unenforceable in whole or in part, that provision shall be deemed excised from this Agreement.

XII. Counterparts

The 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. The Agreement may be executed by electronic means, including DocuSign or a similar service and/or an image (.pdf) of a signature.

XIII. Waivers; Modifications.

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Binding Authority of Counsel.

Counsel hereby represent that they are fully authorized to bind the parties they represent to the terms and conditions hereof and that they have retainer agreements and/or authorizations to execute this Agreement on their behalf.

XV. Captions.

The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

XVI. Construction.

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

XVII. Blue Penciling.

If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

XVIII. CAFA Notice.

Dyson shall timely provide notices not later than thirty (30) days after preliminary approval of the class settlement is filed, as required by the Class Action Fairness Act ("*CAFA*") and provide copies of such notices to Class Counsel simultaneous with providing such notice.

XIX. Arms' Length Transaction; Materiality of Terms.

The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

XX. Dyson's Acknowledgements.

Dyson's signature on this Agreement certifies that Dyson has used reasonable efforts to ensure that information for the administration of the Settlement, including data used to determine the allotments to Class Members and the Class Member lists are complete and correct in all material respects to the best of Dyson's knowledge.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

Dated: _____

ANITA TIDWELL

Anita Tidwell on behalf of herself, and the
Class Members

Dated: _____

DION GREEN

Dion Green on behalf of himself, and the
Class Members

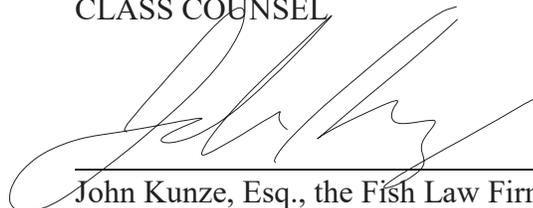
Dated: 11/18/2020

DYSON DIRECT, INC.

By: DocuSigned by:
Dan Blackburn
93A52F07DFCB4EA... _____
Its: VP - People - Dyson Americas

Dated: 11/20/20

CLASS COUNSEL



John Kunze, Esq., the Fish Law Firm, P.C.,
(with respect to Section IX only)

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

Dated: 11/19/2020

ANITA TIDWELL

Anita Tidwell

Anita Tidwell on behalf of herself, and the
Class Members

Dated: _____

DION GREEN

Dion Green on behalf of himself, and the
Class Members

Dated: _____

DYSON DIRECT, INC.

By: _____

Its: _____

CLASS COUNSEL

Dated: _____

John Kunze, Esq., the Fish Law Firm, P.C.,
(with respect to Section IX only)

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

Dated: _____

ANITA TIDWELL

Anita Tidwell on behalf of herself, and the
Class Members

Dated: 11/16/2020

DION GREEN

Dion Green

Dion Green on behalf of himself, and the
Class Members

Dated: _____

DYSON DIRECT, INC.

By: _____

Its: _____

CLASS COUNSEL

Dated: _____

John Kunze, Esq., the Fish Law Firm, P.C.,
(with respect to Section IX only)