

## IMPORTANT LEGAL MATERIALS



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### If You Were Employed in California in an Abercrombie & Fitch, abercrombie, or Hollister store between February 26, 2012 and September 30, 2014, or in a Gilly Hicks store between January 16, 2009 and September 30, 2014, a Proposed Class Action Settlement Could Affect Your Rights

#### What is this notice about?

A settlement has been proposed in a class action lawsuit that affects a group or “Class” of people and Abercrombie & Fitch Stores, Inc., Gilly Hicks, LLC, and/or J.M. Hollister, LLC (“Abercrombie”). The lawsuit claims that Abercrombie did not provide rest breaks and failed to pay premiums for those missed rest breaks, did not pay final wages in a timely manner upon termination, and engaged in unfair business practices. Abercrombie denies these allegations. Judge Kenneth R. Freeman of the Los Angeles County Superior Court conditionally certified a class action against Abercrombie for settlement purposes only (titled *Jessica Aparicio and Jason Poliran, on behalf of themselves and others similarly situated v. Abercrombie & Fitch Stores, Inc. Gilly Hicks, LLC, J.M. Hollister, LLC, and Does 3 to 50, inclusive*, Case No BC499281).

#### Questions? Contact Class Counsel:

Eric B. Kingsley  
Liane Katzenstein Ly  
Kingsley & Kingsley, APC  
16133 Ventura Blvd., Suite 1200  
Encino, CA 91436  
(818) 990-8300

#### or the Settlement Administrator, toll-free, at 1-866-245-7287.

You may also view this Notice and Court documents related to the Settlement at [abercrombiesettlement.com](http://abercrombiesettlement.com)

#### Am I a member of the Class?

You are a Class Member if you were employed by Abercrombie in a non-exempt position in California and worked at least one shift of 3.5 hours or greater in an Abercrombie & Fitch, abercrombie, or Hollister store at any time from February 26, 2012 to September 30, 2014, or in a Gilly Hicks store at any time from January 16, 2009 through September 30, 2014.

#### What are the settlement benefits?

Subject to final approval by the Court, Abercrombie has agreed to pay up to \$2,000,000.00, to cover claims by Class Members, to pay an enhancement payment to the Representative Plaintiff (\$5,000.00), to reimburse Class

Counsel for certain of its attorneys’ fees (\$666,666.66) and costs (\$8,500.00) incurred, and to pay for the claims administration (\$90,000.00). Additionally, \$50,000.00 of the settlement will be allocated as penalties pursuant to the Private Attorneys General Act, Cal. Labor Code § 2699 *et seq.* Of that \$50,000.00, \$37,500.00 will be distributed to the State of California and \$12,500.00 will be distributed to the Eligible Class Members. As such, after making these deductions, \$1,192,333.34 will be distributed amongst the participating Class Members

Each Class Member’s Settlement Award will be calculated as follows.

First, the “Adjusted Eligible Shifts” worked by each Class Member will be calculated as follows:

- (i) Each Class Member who did not work a single eligible shift, as described below, will be credited with 1 eligible shift.
- (ii) Each Class Member who is no longer actively employed by Abercrombie through January 31, 2015, will be credited with 3 eligible shifts.
- (iii) Each eligible shift worked 3.5000 to 3.9999 hours, from January 16, 2009 through January 31, 2015, will be multiplied by 1/10.
- (iv) Each eligible shift worked 6.0001 to 7.9999 hours, 10.0001 to 11.9999 hours, 14.0001 to 15.9999 hours, 18.0001 to 19.9999 hours, or 22.0001 to 23.9999 hours, from January 16, 2009 through April 8, 2013, will be multiplied by 1.
- (v) Each eligible shift worked 6.0001 to 7.9999 hours, 10.0001 to 11.9999 hours, 14.0001 to 15.9999 hours, 18.0001 to 19.9999 hours, or 22.0001 to 23.9999 hours, from April 9, 2013 through October 31, 2013, will be multiplied by 1/2.
- (vi) Each eligible shift worked 6.0001 to 7.9999 hours, 10.0001 to 11.9999 hours, 14.0001 to 15.9999 hours, 18.0001 to 19.9999 hours, or 22.0001 to 23.9999 hours, from November 1, 2013 through January 31, 2015, will be multiplied by 1/10.

Second, the Adjusted Eligible Shifts Worked attributed to each Class Member will be divided by the Class Total Adjusted Eligible Shifts worked during the class period by all Class Members, which is 300,362.40. Then that number will be multiplied by an amount which is estimated to be approximately \$1,192,333.34.

#### **What are my rights?**

Remain a Class Member and do nothing. If you do not submit a valid and timely request for exclusion, postmarked on or before December 28, 2015, and you are a Class Member, you will receive a Settlement Award. You will be bound by all the Court's orders and the terms of the Settlement Agreement, including the Settled Claims described below. This also means that you will be unable to sue, or to continue to sue, or be part of any other lawsuit about the Settled Claims.

Exclude yourself. If you wish to exclude yourself from the settlement, you must submit a written statement requesting exclusion (the "opt-out request") from the Class postmarked on or before December 28, 2015. Such written request for exclusion or the opt-out request must contain your full name, address, telephone number, and Social Security Number. The opt-out request also must be personally signed by you.

The opt-out request must be sent by mail to the Settlement Administrator at:

Abercrombie Settlement Administrator  
C/O Rust Consulting, Inc. - 4915  
PO Box 2396  
Faribault, MN 55021-9096

If you exclude yourself, you will not receive a Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.

Object. If you don't exclude yourself from the settlement and wish to object to the settlement, you must file with the Court a written statement of objection ("Notice of Objection"), stating your full name, address, telephone number, and the basis for the objection, on or before December 28, 2015 at:

Clerk of Court  
Central Civil West Courthouse  
600 South Commonwealth Ave.  
Court Room 310 (Hon. Kenneth Freeman)  
Los Angeles, CA 90005

You must also mail your Notice of Objection to the Settlement Administrator and simultaneously serve on counsel for the parties a copy of that objection at:

Abercrombie Settlement Administrator  
C/O Rust Consulting, Inc. - 4815  
PO Box 2396  
Faribault, MN 55021-9096

Attorneys for the Class:

Eric B. Kinsley  
Liane Katzenstein Ly  
Kingsley & Kingsley, APC  
16133 Ventura Blvd., Suite 1200  
Encino, CA 91436

Attorneys for Abercrombie:

Mark A. Knueve  
Natalie M. McLaughlin  
Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
Columbus, OH 43215

#### **What Settled Claims do I give up if I remain a Class Member?**

Upon the final approval by the Court of the settlement, unless you submit a valid and timely request for exclusion, you shall be deemed to have settled all claims and causes of action for wages, premium payments, economic damages, non-economic damages, restitution, penalties, or liquidated damages against: (i) Abercrombie; (ii) Abercrombie's past or present subsidiaries, divisions, affiliates, parents, and successors or assigns; and (iii) past or present officers, directors, shareholders, members, partners, agents, employees, advisors, insurers, attorneys, representatives, trustees, heirs, executors, administrators, and predecessors or successors or assigns of any of the foregoing, by you, or your successors or assigns (whether directly, indirectly, representatively, derivatively, or in any other capacity) arising out of the following allegations from: January 16, 2009 through January 31, 2015: (a) from violation of California Labor Code § 226.7 and the applicable IWC Wage Order § 11 & 12, for rest break claims and for rest period premium payments based on any set of facts; (b) from any claim under California law based upon the allegations in the Complaint or which could have been alleged in the Complaint based upon the factual allegations in the Complaint; (c) from violation of California Labor Code § 226 for damages and penalties based on inaccurate records resulting from the same factual allegations as items (a)-(b) above; (d) from violation of California Labor Code §§ 201, 202, and 203 for failing to pay all wages on termination or within 72 hours thereof resulting from the same factual allegations as items (a)-(b) above; (e) from violation of Business & Professions Code § 17200 based on the same factual allegations as the above items (a)-(c); (f) from all penalties provided in the California Labor Code that are associated with the claims and factual allegations as the above items (a)-(d); and (g) from all penalties associated with Labor Code § 2698 *et seq.* (PAGA) arising from the claims and factual allegations as the above items (a)-(d) including California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, and 1198.

#### **When will the settlement be approved?**

The Court will hold a Settlement Fairness Hearing at 10:00 a.m., on March 15, 2016, to consider whether to approve the settlement. The Hearing will be in the Central Civil West Courthouse at the Court's address, listed above.

#### **DO NOT TELEPHONE THE COURT.**

**PLEASE DO NOT CONTACT ABERCROMBIE'S CORPORATE OFFICE, ABERCROMBIE'S MANAGERS, OR ABERCROMBIE'S ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR CLAIMS PROCESS.**