

**SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

*Kryste'au Fulcher v. Guess?, Inc.*  
*Case Number BC516351*

**NOTICE OF CLASS ACTION SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY: IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS**

**TO: ALL PERSONS WHO ARE CURRENT OR FORMER EMPLOYEES OF GUESS?, INC. WHO WORKED IN CALIFORNIA RETAIL STORE LOCATIONS AT ANY TIME DURING THE PERIOD COMMENCING JULY 26, 2009 TO JULY 6, 2015.**

**1. *Why Have I Received This Notice?***

This Notice was sent to you to inform you that the Superior Court for the County of Los Angeles has preliminarily approved the terms of a class action settlement in a lawsuit filed against Guess?, Inc. ("Guess?") by a former employee seeking to recover alleged unreimbursed business expenses. Guess?'s records indicate that you may be a Settlement Class Member. The settlement will resolve all Settlement Class Members' claims described below during the Settlement Class Period of July 26, 2009 through July 6, 2015.

A Preliminary Approval Hearing was held on June 8, 2015, at 10:00 a.m., in the Superior Court of the State of California, County of Los Angeles. The Court conditionally certified the Settlement Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Fairness Hearing concerning the proposed settlement on January 29, 2016, at 10:00 a.m., in Department 308 of the Superior Court of the State of California, County of Los Angeles, located at 600 S. Commonwealth Ave. Los Angeles, CA 90005.

**2. *What Is This Case About?***

Plaintiff Kryste'au Fulcher, on behalf of herself and all other persons who are now or were employed by Guess? in California retail store locations between July 26, 2009, and July 6, 2015, filed an action against Guess? in the Superior Court for the State of California, County of Los Angeles, Case Number BC516351 on July 26, 2013 (the "Action"). Plaintiff alleges that Guess? violated various provisions of the California Labor Code and the California Business and Professions Code by allegedly failing to reimburse employees for business expenses, including but not limited to mileage.

Guess? denies all of the allegations made by Plaintiff in the Action and denies that it is liable or owes damages or other compensation or remedies to anyone with respect to the alleged facts or causes of action asserted in the Action.

**3. *Am I A Settlement Class Member?***

You are a Settlement Class Member if you worked for Guess? in a retail store location in California from July 26, 2009, to July 6, 2015.

**4. How Does This Class Action Settlement Work?**

In this lawsuit, Plaintiff sued on behalf of other employees who allegedly have similar claims. Plaintiff and these other employees comprise a “Settlement Class” and are “Settlement Class Members.” The settlement of this lawsuit resolves the wage and hour claims of all Settlement Class Members, except for those who exclude themselves from the Settlement Class. Settlement Class Members who do not exclude themselves are eligible to receive a portion of the Net Settlement Amount based on the number of weeks they worked in a Settlement Class position during the Settlement Class Period, if they submit a claim form. Persons who choose to exclude themselves from the Settlement Class will not receive a payment from the Net Settlement Amount in this case, but they will preserve any claims they might have against Guess? arising out of the facts alleged in the complaint.

The Court has not decided in favor of Plaintiff or Guess?. Instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial, and the people affected will receive compensation quickly. Plaintiff and her attorneys think the settlement is in the best interests of the Settlement Class.

Guess? denies the allegations of wrongdoing and violations of law alleged and further denies any liability whatsoever to Plaintiff or the Settlement Class. Guess? is settling the lawsuit as a compromise.

The Court file has the settlement documents which explain the settlement in greater detail. The Court must review the terms of the settlement and determine if it is fair and reasonable to the Settlement Class.

**5. Who Are the Attorneys Representing the Parties?**

<b>Attorneys for Plaintiff and the Settlement Class</b>	<b>Attorneys for Guess?</b>
<p><b>CLARK &amp; TREGLIO</b> R. Craig Clark James M. Treglio 205 West Date Street San Diego, California 92101 Telephone: (619) 239-1321 Facsimile: (888) 273-4554</p> <p><b>UNITED EMPLOYEES LAW GROUP</b> Walter Haines 5500 Bolsa Avenue, #201 Huntington Beach, California 92649 Telephone: (562) 256-1047 Facsimile: (562) 256-1006</p>	<p><b>SEYFARTH SHAW LLP</b> Andrew M. Paley John T. Anthony III Simon L. Yang 2029 Century Park, East Suite 3500 Los Angeles, California 90067 Telephone: (310) 277-7200 Facsimile: (310) 201-5219</p>

The Court has decided that Clark & Treglio and United Employees Law Group are qualified to represent you and all other Settlement Class Members.

You do not need to hire your own attorney because Plaintiff’s Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

## 6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

- **STAY IN THE CLASS:** **If you do nothing, you stay in this lawsuit, and if the Court grants final approval of the settlement, you have the right to submit a claim form and receive a proportional share of the Net Settlement Amount based on the number of weeks you worked in a relevant position during the Settlement Class Period.** In exchange, you give up the right to sue Guess? for the claims resolved through this settlement, including all claims for unreimbursed business expenses, even if you do not submit a claim form or even if you do not cash your settlement check. **You must timely submit a claim form in order to receive any money as part of this settlement.**
- **OPT OUT:** **If you “opt out,” you remove yourself from this lawsuit. If the Court grants final approval of the settlement, you will not receive a settlement check but you will retain any rights you might have to sue Guess? for the claims resolved through this settlement.**
- **OBJECT:** **You may file a legal objection to the proposed settlement.** If you would like to object, you must not opt out of this case.

## 7. *How Do I Opt Out or Exclude Myself From This Settlement?*

If you do not want to take part in the settlement, you must sign, postmark, and mail a written Request for Exclusion to the Settlement Administrator. The written request must: (a) state your name, address, telephone number, and the last four digits of your Social Security Number; (b) state that “I understand that I am requesting to be excluded from the class monetary settlement and that I will receive no money from the Class Settlement Amount. I understand that if I am excluded from the Settlement Class, I may bring a separate action, but I might lose my separate action or win and recover nothing or less than what I would have recovered under the class monetary provisions in this case”; (c) be addressed to the Settlement Administrator at P.O. Box 27907, Santa Ana, Ca. 92799; (d) be signed by you; and (e) be postmarked no later than December 28, 2015.

The Final Judgment entered following approval of the settlement by the Court will bind all Settlement Class Members who do not request exclusion from the class action settlement. Any Settlement Class Member who does not request exclusion may, if they desire, enter an appearance in the lawsuit through his or her own lawyer at his or her own expense.

If you submit a request by **December 28, 2015**, to opt out of the settlement that complies with the above requirements, you will no longer be a member of the Settlement Class, you will not participate in this settlement, and you will receive no benefit from this settlement. By opting out of the Settlement Class, you will retain whatever rights or claims you may have against Guess?, and you will be free to pursue them, at your own cost, if you choose to do so.

## 8. *How Do I Object To The Settlement?*

If you are a member of the Settlement Class who does not opt out of the settlement, you may object to the settlement, to Plaintiff's Counsel's proposed fees and costs, or to the proposed Class Representative Incentive Payment, personally or through an attorney, by submitting your written objection to Plaintiffs' Counsel and Defendant's Counsel at the above addresses via First-Class U.S. Mail, postage prepaid. Your objection must state your full name, address, and telephone number. It must also be signed by you and clearly state the basis for your objection. An objector who wants to appear at the Fairness Hearing must state their intention to do so at the time he or she submits his or her written objection(s).

To be valid and effective, any objections must be postmarked by December 28, 2015. Late objections will not be considered.

Objecting to the settlement terms, to Plaintiff's Counsel's fees and costs, or to the Class Representative Incentive Payment will not remove you from the Settlement Class. A Settlement Class Member who submits an objection remains bound by the Agreement. To remove yourself from the Settlement Class, you must state your desire to be excluded from the settlement altogether in accordance with the procedures outlined above in this Notice.

## 9. *How Does This Settlement Affect My Rights?*

If you do not opt out or exclude yourself from the settlement, you will release the claims resolved in the Agreement, whether or not you submit a claim form. This means you will not be able to sue, continue to sue, or be part of any other lawsuit against Guess? that involves the same legal claims as those resolved through this settlement. **To receive a settlement check, you must timely submit a claim form. Your claim form must be postmarked by December 28, 2015. Late claim forms will not be considered.**

If the proposed settlement is approved by the Court, a Final Judgment will be entered by the Court. This Final Judgment following approval of the settlement by the Court will bind you and all Settlement Class Members who do not request to be excluded from the settlement. If you do not exclude yourself from the settlement and the settlement is approved, you will be forever barred from asserting any of the claims identified below arising out of or relating to the lawsuit (known as "Released Claims").

By operation of the entry of the Final Judgment and final approval, and except as to such rights or claims as may be created by this Agreement, Plaintiff and each individual Participating Settlement Class Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, guardians, will forever and fully release Defendant and any of its owners, stockholders, predecessors, successors, assignors, assigns, agents, vendors, directors, officers, employees, representatives, attorneys, attorneys-in-fact, insurers, parent companies, divisions, subsidiaries (whether or not wholly owned), affiliates, insurers, benefit plans, plan fiduciaries and/or administrators, the plan sponsors, and all persons acting by, through, under or in concert with any of them, including any party that was or could have been named as a defendant in the Action (collectively, the "Releasees") from any and all claims, rights, demands, liabilities, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law, which any such Settlement Class Member has or might have, known or unknown, of any kind whatsoever, that are based upon or arise out of the facts alleged in the Action, including all claims for reimbursement of business expenses, whether or not those claims were specifically asserted therein, up until the date of preliminary approval of this Agreement, the release shall include a release of all claims pursuant to the Employment Retirement Income Security Act ("ERISA") arising out of or

relating to the claims in the Action, the claims resolved through this Agreement, and/or the payments made pursuant to this Agreement (“Released Claims”). This release does not include any claims that cannot be waived as a matter of law, but Plaintiff and the Settlement Class Members agree that they will not accept any monetary recovery from any proceedings relating to such claims.

Plaintiff and the Participating Settlement Class Members acknowledge that they may hereafter discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a released claim. They agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law regarding such released claims. Upon execution of this Agreement, Plaintiff and the Participating Settlement Class Members shall be deemed to have fully, finally, and forever settled, released, and assumed the risk of any and all such released claims. Plaintiff and Participating Settlement Class Members also acknowledge and agree that they each may have claims that are presently unknown and that the release contained in this Agreement is intended to and will fully, finally, and forever discharge all Released Claims, whether now asserted or unasserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed or may hereafter exist, which if known, might have affected their decision to enter into this release. Plaintiff and the Participating Settlement Class Members also acknowledge and agree that the release contained in this Agreement includes a waiver of all rights under Section 1542 of the California Civil Code. No claims, causes of action, demands, debts, obligations, liabilities, or agreements (whether known or unknown, suspected or unsuspected, asserted or unasserted) included within the scope of the Released Claims are reserved. **California Civil Code Section 1542 reads as follows:**

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

A full description of the claims being released is set forth in the Agreement on file with the Court.

#### **10. *What Are the Key Terms of the Settlement?***

Under the terms of the Settlement Agreement, Guess?, Inc. will pay up to a maximum of \$70,000 to cover: (1) Individual Settlement Payments to Participating Settlement Class Members who submit a timely claim form; (2) Settlement Administration Costs (up to \$10,000); (3) a Class Representative Incentive Payment to Plaintiff for time spent on behalf of the Settlement Class (requested to be \$500); and (4) the Attorneys’ Fees and Costs Award (fees and cost reimbursement requested to be \$23,100).

After deducting the Settlement Administration Costs, Class Representative Incentive Payment, and the Attorneys’ Fees and Costs Award, the remaining Net Settlement Amount shall be distributed to Participating Settlement Class Members who submit a timely claim form. The Settlement Administrator will divide the total number of weeks worked each Participating Settlement Class Member worked in a relevant position during the Settlement Class Period by the total number of weeks all Settlement Class Members worked in a relevant position during the Settlement Class Period, that figure will then be multiplied by the Net Settlement Amount.

**Each Participating Settlement Class Member must submit a timely claim form to be entitled to receive an Individual Settlement Payment.**

**Guess?’s records indicate that the total number of weeks you have worked in a covered position during the Settlement Class Period is: <<Total Weeks>>.**

**If you believe this number of weeks is incorrect, please call the Settlement Administrator at 1-888-613-5553. Please be prepared to submit documentation to the Settlement Administrator to substantiate your claim. Any evidence supporting the Settlement Class Member's claim must be submitted by December 28, 2015.**

100% of all Individual Settlement Payments to Settlement Class Members are for the settlement of claims for reimbursements for business expenses, interest and penalties and shall be paid without withholding and reported to the IRS and the payee, to the extent required by law, under the payee's name and Social Security Number on an IRS Form 1099.

**11. *How Will the Attorneys for the Settlement Class Be Paid?***

The attorneys for the class representative and the Settlement Class will be paid from the Class Settlement Amount. The actual amount awarded shall be determined by the Court. Plaintiff's Counsel are requesting 33.3% of the \$70,000 Class Settlement Amount (i.e., \$23,100) in attorneys' fees and costs.

**12. *How Will the Class Representative Be Compensated?***

Plaintiff's Counsel is asking the Court to award Plaintiff Kryste'au Fulcher \$500 in recognition of her service to the Settlement Class.

**IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS**, you may call Plaintiff's Counsel at (619) 239-1321 or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Fulcher Class Action Settlement.

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court.

**PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT OR DEFENDANT'S REPRESENTATIVES FOR INFORMATION ABOUT THIS SETTLEMENT.**