

## **LEGAL NOTICE**

### **YOU MAY BE ENTITLED TO RECEIVE A MERCHANDISE CERTIFICATE WORTH UP TO \$25**

TO: Any and all persons who purchased merchandise with a credit card at any Ferragamo retail store in California. If you were asked to provide and did provide personal identification information, including your physical address, email address, zip code, and/or telephone number between February 3, 2012 and September 3, 2013 at any Ferragamo retail store located within California,

### **YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS.**

A settlement has been proposed in a class action lawsuit pending in the Los Angeles County Superior Court for the State of California entitled *Andrea Kassabian, individually and on behalf of all others similarly situated, v. Ferragamo USA Inc., and Does 1 through 10*, Los Angeles Superior Court Case No. BC500390 (the “Consumer Action”). This notice explains the nature of the lawsuit, the general terms of the proposed settlement, and your legal rights and obligations.

### **WHAT THE CONSUMER ACTION IS ABOUT**

Plaintiff in the Consumer Action filed a class action lawsuit against Ferragamo USA Inc. (“Defendant”) on behalf of the Class of people described above. The lawsuit alleges that retail locations operated by Defendant in California requested and recorded personal identification information (physical addresses, email addresses, telephone numbers, zip codes, and other information) from its customers who paid for merchandise using a credit card, and that this practice violated California law.

Defendant denies any wrongdoing and any liability whatsoever.

The Parties have concluded that it is in their best interests to settle the Consumer Action on the terms generally set forth herein in order to avoid expense, inconvenience, and interference with ongoing business operations.

A Judge of the Los Angeles Superior Court has determined that the Consumer Action should proceed as a class action, for purposes of settlement only, with Plaintiff as the representative of the Class, and has granted preliminary approval of the settlement, subject to a final fairness hearing discussed below.

### **THE PROPOSED SETTLEMENT**

Defendant has modified its consumer data collection practices at its retail stores in California, though denies that such modifications were necessary to comply with California law. Defendant has agreed to provide a Merchandise Certificate worth \$25.00 off any merchandise purchase,

subject to certain terms, redeemable at Ferragamo stores physically located within California, to all Class Members for whom Defendant has a complete mailing address. For those Class Members for whom Defendant does not have a complete mailing address, Defendant will provide a Merchandise Certificate worth \$25.00 off any merchandise purchase, subject to certain terms, redeemable at stores physically located within California, only to those individuals who submit a valid Claim Form to the Claims Administrator. Class members who lack internet access may contact Plaintiff's counsel using the information set forth below for assistance in processing a claim.

Subject to Court approval, Class Representative and named plaintiff Andrea Kassabian ("Class Representative") will be paid an enhancement of up to \$1,000 for her services as Class Representative and her efforts in bringing the Consumer Action, and the attorneys for the Class ("Class Counsel") will be paid up to \$145,000 for their attorneys' fees and reimbursement of costs. The final decision regarding the amount of attorneys' fees, costs, and enhancements that will be paid to Class Counsel and the Class Representative are subject to the discretion of the Court and the Court's approval. Payment of attorneys' fees, costs, or enhancement will not affect the benefits provided to the Class.

### **JUDGMENT AND RELEASE OF ALL CLAIMS**

If the Court approves the proposed settlement, it will enter Judgment pursuant to California Rule of Court 3.769(h). All Class Members who do not validly and timely request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives shall release and forever discharge Defendant and each of Defendant's parent, sister and subsidiary corporations, affiliated entities, predecessors, successors and assigns, partners, licensors, privies, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them, from any and all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which they have or may have arising out of or relating to any of the acts, omissions or other conduct that have or could have been alleged or otherwise referred to in the Action including, but not limited to, any and all violations of California Civil Code section 1747.08 (including all subsections).

In addition, Plaintiff, and all Class Members who do not validly and timely request to be excluded from the proposed settlement, expressly and affirmatively waive California Civil Code § 1542 which states: "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." Plaintiff, and all Class Members who do not validly and timely request to be excluded from the proposed settlement, waive any and all federal and state statutes similar in substance, meaning or application to this California Civil Code § 1542.

## FINAL FAIRNESS HEARING

On November 8, 2013 at Noon, a hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement. The hearing will take place before Judge Peter D. Lichtman (Ret.), JAMS 707 Wilshire Blvd., 46th Floor, Los Angeles, CA 90017.

### HOW TO RECEIVE YOUR MERCHANDISE CERTIFICATE

Look at the notice you received to determine if you need to do anything to receive a Merchandise Certificate. If the notice you received says that you do not need to complete a Claim Form to receive a Merchandise Certificate, you will receive it automatically if the settlement is approved and you do not request to be excluded from the Settlement. If the notice says that you need to complete a Claim Form to receive a Merchandise Certificate, or if you did not receive notice by email or postcard, you must send in a Claim Form to qualify to receive a merchandise certificate. A Claim Form is available at the Settlement Website at [www.americanlegalclaims.com/ferragamo](http://www.americanlegalclaims.com/ferragamo). Read the instructions carefully, fill out the form, and submit it to the Claims Administrator postmarked on or before November 16, 2013.

If you lack internet access you may contact Plaintiff's counsel for assistance in processing your form using Plaintiff's counsel's contact information set forth below. If you do not submit a valid and timely Claim Form and are required to do so, you shall receive no benefits under the settlement but you will still be bound by the settlement unless you exclude yourself. The date of delivery of a claim form is deemed to be the date of the submission of the form to the Claims Administrator.

### HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

You have the right to exclude yourself from the Class and the settlement. To exclude yourself from the Class, you must send a letter by U.S. Mail saying that you wish to do so. **The Request for Exclusion must state:**

"I request that I be excluded from the Settlement in *Kassabian v. Ferragamo USA Inc.*, Los Angeles Superior Court Case No. BC500390. I understand that by requesting to be excluded from the Class, I will not receive any benefits under the Settlement."

You must also include: (1) the name of this Action ("*Kassabian v. Ferragamo USA Inc.*"); (2) your full name, current address, and telephone number; (3) your signature; and (4) the words "Request for Exclusion" at the top of the document. You must postmark your exclusion request to the address below **no later than November 1, 2013:**

**Kassabian v. Ferragamo Settlement Administrator  
P.O. Box 23650  
Jacksonville, FL 32241-3650**

**REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE November 1, 2013 WILL NOT BE HONORED.**

You cannot exclude yourself by telephone or by email. You cannot exclude yourself by mailing a request to any other location or after the **November 1, 2013** deadline. The letter must be signed by you. You cannot exclude yourself by having an actual or purported agent or attorney acting on behalf of you or a group of Class Members sign the letter.

If you timely and validly request exclusion from the Class, you will be excluded from the Class, you will not be bound by the judgment entered in the Consumer Action, and you will not be precluded from otherwise prosecuting any individual claim, if timely, against Defendant based on the conduct complained of in the Consumer Action.

**HOW TO OBJECT TO THE SETTLEMENT**

If you are a Class Member, you can object to the proposed settlement if you do not think the proposed settlement is fair, reasonable or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the proposed settlement and file it with the Court at the address below. Be sure to include (1) the name of the this Action (“*Kassabian v. Ferragamo USA Inc.*”); (2) your full name, current address, and telephone number; (3) your signature; (4) the word “Objection” at the top of the document; and (5) the legal and factual arguments supporting the objection.

File the objection with the Court at the address below and mail a copy to Class Counsel and Defense Counsel at the addresses below no later than **November 1, 2013**:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENSE COUNSEL</b>
Clerk of the Court	Jason M. Wucetich	Michael J. Gleason
Re: Case No. BC500390	WUCETICH & KOROVILAS LLP	HAHN LOESER & PARKS LLP
600 South Commonwealth Ave.	222 N. Sepulveda Blvd., Suite 2000	One America Plaza
Los Angeles, CA 90005	El Segundo, CA 90245	600 West Broadway, Suite 1500
		San Diego, CA 92101

With your Objection, you also must include a document called a “Proof of Service” with the Court stating that you mailed or delivered copies of your Objection to Class Counsel and Defense Counsel. Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections, whether by a subsequent objection, intervention, appeal or any other process. If your objection is rejected, you will be bound by the final judgment just as if you had not objected.

You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your personal attorneys’ fees and costs.

**ATTENDING THE FINAL FAIRNESS HEARING**

You do not have to attend the hearing. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit a written objection,

you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating you intend to appear at the Fairness Hearing and file it with the Court at the address above. Be sure to include (1) the name of the Consumer Action (“*Kassabian v. Ferragamo USA Inc.*”); (2) your full name, current address, and telephone number; (3) your signature; (4) the words “Notice of Intention to Appear” at the top of the document; (5) the points you wish to speak about at the Fairness Hearing; and (6) the identity (name, address, and telephone number) of any lawyer who will speak on your behalf at the Fairness Hearing.

Your Notice of Intention to Appear must be filed with the Court and mailed to Class Counsel and Defense Counsel, at the addresses contained above by **November 1, 2013**. With your Notice of Intention to Appear, you also must include a document called a “Proof of Service” to the Court stating that you mailed or delivered copies of your Notice of Intention to Appear to Class Counsel and Defense Counsel. You cannot speak at the hearing if you have excluded yourself from the settlement.

#### **ADDITIONAL INFORMATION**

This description of the Consumer Action is general and does not cover all of the issues and proceedings thus far. In order to see the complete file including the individual terms of the settlement, you should visit the office of Clerk of the Court at 600 South Commonwealth Ave., Los Angeles, CA 90005. The Clerk will make the file relating to this lawsuit available to you for inspection and copying at your own expense.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR TO THE JUDGE.**

Dated: September 3, 2013

Honorable Peter D. Lichtman (Ret.)  
Los Angeles County Superior Court  
Los Angeles Superior Court Judge