

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is entered into by and between plaintiff Andrea Kassabian, individually and in her representative capacity as a plaintiff on behalf of the class of persons defined below (“Plaintiff”), and defendant Ferragamo USA Inc. (“Ferragamo” or “Defendant”). Plaintiff and Defendant are collectively referred to herein as the “Parties.”

RECITALS

- A. On or about February 4, 2013, Plaintiff filed a class action complaint in the Superior Court of California for the County of Los Angeles (the “Court”) 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. On or around March 8, 2013, Defendant removed the action to the United States District Court, Central District of California, Case No. CV 13-01674 PSG (AGRx). The state and federal cases will be referred to herein collectively as the “Litigation” or “Action”.
- B. On or around April 8, 2013, Plaintiff filed a motion to remand the matter back to the Los Angeles Superior Court on grounds that Ferragamo has not met its burden of proving the requirements for federal subject matter jurisdiction, which is currently set for hearing on July 22, 2013. The parties have agreed to submit to the United States District Court, Central District of California, a stipulation and proposed order to remand the case back to the Los Angeles Superior Court within 7 calendar days of execution of this Agreement.
- C. Plaintiff alleges in the Action a claim for violation of the Song-Beverly Credit Card Act, California Civil Code § 1747.08, and related common law torts. Plaintiff brought the Action in her individual capacity and in her capacity as a representative of a class of similarly situated persons. Plaintiff seeks to represent a class of all similarly situated persons consisting of all individual U.S. residents who, since February 3, 2012, purchased merchandise with a credit card at a Ferragamo store in California during the Class Period who were requested to and did provide personal identification information, including but not limited to their physical address, e-mail address, telephone number, and/or zip code, which was then recorded by a Ferragamo employee during or in conjunction with the credit card transaction, other than exclusively for shipping, delivery, servicing, installation, or special order purposes.
- D. The Parties have conducted an investigation and discovery of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. Plaintiff and her counsel believe that the claims asserted have merit. Defendant believes that the claims asserted are without merit and that Defendant has complete defenses thereto. The Parties have each looked at the uncertainties of trial and the benefits to be obtained under the proposed settlement and have considered the costs, risks, and delays associated with the continued prosecution of this complicated and time consuming litigation and the likely appeals of any rulings in favor of either Plaintiff or Defendant.

Based on the foregoing, the Parties desire to settle this matter and resolve their claims without additional litigation.

- E. Accordingly, it is now the intention of the Parties and the objective of this Agreement to avoid the costs of trial and settle and dispose of, fully and completely and forever, the claims released herein and described below.

1. DEFINITIONS

Unless otherwise indicated above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section.

1.1. As used herein, the term “Agreement” means this Settlement Agreement and Release, including all exhibits hereto.

1.2. As used herein, the term “Authorized Claim” means the Claim of an Authorized Claimant for a Merchandise Certificate to which the Authorized Claimant is entitled.

1.3. As used herein, the term “Authorized Claimant” means any Class Member who validly and timely submits a Claim for a Merchandise Certificate according to the terms of this Agreement.

1.4. As used herein, the term “Claim” means a claim made by a Class Member for a Merchandise Certificate under this Agreement.

1.5. As used herein, the term “Claim Form” refers to the Claim Form attached hereto as **Exhibit B** to be made available via the internet.

1.6. As used herein, the term “Claims Administrator” means or refers to the professional claims administrator, to be chosen by counsel for Defendant, and any successors, designated by Defendant, with notice to Plaintiff, to effectuate the Settlement.

1.7. As used herein, the term “Claimant” means any Class Member who submits a Claim for a Merchandise Certificate under this Agreement.

1.8. As used herein, the terms “Class” or “Class Members” mean any and all U.S. residents who purchased merchandise with a credit card at any Ferragamo retail location in California between February 3, 2012 and the date of the order granting preliminary approval of class action settlement, and who were asked to provide personal identification information, including their physical address, email address, zip code, and/or telephone number, and who did provide such information, which was then recorded and/or utilized by Defendant.

The terms “Class” or “Class Members” shall not include any persons who validly and timely

submit a Request for Exclusion according to the terms of this Agreement.

1.9. As used herein, the term “Class Notice” means the legal notice of the terms of the proposed settlement, as approved by Plaintiff’s Counsel, Defendant’ Counsel, and the Court, to be provided to Class Members pursuant to Section 3.2 of this Agreement. The Class Notice shall be substantially in the forms (“Short Form” and “Long Form”) attached as **Exhibit A** hereto.

1.10. As used herein, the term “Merchandise Certificate” means a Merchandise Certificate worth \$25.00 toward merchandise purchases at any retail location operated by Ferragamo in California, subject to the following conditions:

- (a) Merchandise Certificates shall expire one hundred twenty (120) days after issuance;
- (b) The Merchandise Certificates shall be transferable but valid for a single use only;
- (c) The Merchandise Certificate can be used for any purchase of merchandise, excluding any merchandise already offered at a sale price or other promotional price (regularly priced merchandise at an Outlet Store is not considered “merchandise already offered at a sale price or other promotional price” for the purposes of this Agreement;
- (d) The Merchandise Certificates are not redeemable for cash (including no cash back on purchases less than \$25), shall not be valid for past purchases, and shall not be replaced if lost, stolen or expired.
- (e) Merchandise Certificates cannot be combined with any other Merchandise Certificates.

1.11. As used herein, the term “Court” means the Superior Court of California for the County of Los Angeles in the Action.

1.12. As used herein, the term “Fairness Hearing” means the hearing at or after which the Court will make a final decision whether to approve this Agreement as fair, reasonable and adequate.

1.13. As used herein, the term “Final Approval Order and Judgment” means the order finally certifying the Class for settlement purposes only and approving the Settlement and this Agreement, as contemplated in Section 3.8 of this Agreement.

1.14. As used herein, the term “Final Effective Settlement Date” shall be (a) the date thirty-five (35) days after the entry of the Final Judgment and Order Approving Settlement, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date thirty-five (35) days after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise.

1.15. As used herein, the term “Defense Counsel” means the law firm of Hahn Loeser & Parks LLP.

1.16. As used herein, the term “Plaintiff’s Counsel” or “Class Counsel” means the law firm of Wucetich & Korovilas LLP.

1.17. As used herein, the term “Preliminary Approval Order” means the order: (1) provisionally certifying the Class for settlement purposes only; (2) determining that Plaintiff adequately represents the Class and shall be its class representative; (3) appointing Plaintiff’s Counsel as counsel for the Class; (4) approving the method of notice; and (5) setting a date for the Fairness Hearing, as contemplated in Sections 2.1 and 3.1 of this Agreement.

1.18. As used herein, the term “Notice Date” means 14 calendar days after entry of the “Preliminary Approval Order.”

1.19. As used herein, the term “Settlement” means the settlement of this Action and related claims effectuated by this Agreement.

2. SETTLEMENT TERMS

2.1. Certification of the Class.

- (a) For the purposes of Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be provisionally certified pursuant to Cal. R. Ct. 3.769(d) in accordance with the definition contained in Section 1.8, that Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative, and that Plaintiff’s Counsel shall be appointed as counsel for the Class.
- (b) Plaintiff shall apply to the Court for entry of the Preliminary Approval Order, as provided in Section 3.1 of this Agreement.

2.2. Change of Practices.

Without admitting liability or that such changes are necessary to comply with Cal. Civ. Code § 1747.08, Defendant agrees to modify the process by which it initially signs customers up for its data collection practices (“Contact Database”) at its California stores as follows:

- a. Defendant shall be permitted to check if a customer is already listed on its Contact Database before or during a credit card transaction by requesting the customer’s name.. If the customer is included in the Contact Database or the customer states that he or she cannot recall whether he or she registered previously, Defendant may ask for the customer’s name so as to locate the customer’s record(s). If Defendant has a record associated with the customer’s name, Defendant may request the customer to provide his

or her contact information in order to determine whether (i) Defendant's records are up to date and/or (ii) the records Defendant has associated with the customer's name are for the customer at-issue (*e.g.*, in the event two persons have the same name). If Defendant's records are not up to date, Defendant may provide the customer a registration form to fill out to update Defendant's records. Once the card has been provided, Defendant may obtain updated contact information orally from the customer and record the updated information in the Contact Database. The registration form will state that enrollment in the Contact Database (i) is voluntary, (ii) is not required to complete a credit card transaction, (iii) is not requested as part of a credit card transaction, (iv) allows Defendant to contact the customer with special offers and store information, and (v) refers to Defendant's privacy policy. Defendant agrees to use reasonable efforts to maintain information obtained through the registration form in a secure manner. If the customer states that he or she is not already a member of the Contact Database, or if Defendant has no customer record associated with the customer's name, after the credit card transaction is complete (*i.e.* either at the same time or after the customer's receipt is handed to the customer), Defendant may ask the customer if he or she wishes to be listed in the Contact Database and provide the customer with a registration form to fill out. The registration form will state that enrollment in the Contact Database (i) is voluntary, (ii) is not required to complete a credit card transaction, (iii) is not requested as part of a credit card transaction, (iv) allows Defendant to contact the customer with special offers and store information, and (v) refers to Defendant's privacy policy. If the transaction occurs over the telephone, Defendant shall read the disclosure on the registration form to the customer and shall not be required to provide the customer the registration form. Once the card has been provided, or if the transaction occurs over the telephone, Defendant may obtain contact information orally from the customer and record the new information in the Contact Database. Defendant agrees to use reasonable efforts to maintain information obtained through the registration form in a secure manner.

- b. As of entry of the Final Order and Judgment, all Class Members will be deemed a person who is already on the Contact Database for the purpose of subparagraph (a) above.
- c. This Agreement and Defendant's change in policies, practices, and procedures shall in no way expand or restrict the scope of California Civil Code section 1747.08, and is subject to any changes in California or Federal law (either by statutory amendment or appellate court opinion). This Agreement shall in no way require Defendant to notify Plaintiff or Plaintiffs Counsel of any changes to its policies, practices, and procedures in the future. Further, nothing in this Agreement shall require Defendant to maintain and build a Contact Database or prevent it from including on

its registration form any terms that are unrelated or not contrary to the agreements stated in the Agreement. Further, the above change in practice proposed by Defendant does not apply to or restrict Defendant's practices regarding collecting customer information in connection with or during nonpurchase interactions, non-credit card transactions, and any other transaction not governed by or exempted from liability under California Civil Code section 1747.08.

- d. Defendant agrees that it will not print customers' personal identification information on credit card receipts unless the information is obtained and used solely for shipping.
- e. Defendant agrees to maintain its database of customers' personal identification information separate from any information regarding consumers' credit card numbers.

2.3. Merchandise Certificate Award To The Settlement Class.

- a. **Direct Distribution.** A Merchandise Certificate worth \$25.00, as defined above, shall be provided directly to each Class Member for whom Defendant has a complete mailing address, including name and physical address, with no claims made process. Prior to issuing any such notices or distributing any benefits described in this Agreement, the Claims Administrator shall process all physical addresses for Class Members through the National Change of Address registry to update and verify Class Members' addresses, to the extent possible. No Merchandise Certificate shall be mailed to any address that the Claims Administrator determines is not a valid address or is no longer inhabited by a Class Member.
- b. **Claims Made Process.** Each Class Member for whom Defendant has an incomplete or inaccurate mailing address (such as Class Members for whom Defendant possesses only email address or telephone number, if any, or where Defendant has a physical address with an incomplete name or no name information) shall be eligible to submit a Claim for a Merchandise Certificate, as defined above.. Only Authorized Claimants shall be entitled to a Merchandise Certificate, as defined above, worth \$25.00.

2.4. Attorneys' Fees And Expenses. Prior to the Fairness Hearing, Plaintiff's Counsel shall apply to the Court for an award of attorneys' fees and expenses incurred in prosecuting this Action on behalf of Plaintiff and the Class in the amount of One Hundred Forty-Five Thousand Dollars (\$145,000.00). Defendant agrees not to object to Plaintiff's Counsel's request for an award of attorneys' fees and expenses up to \$145,000.00, but in no event shall Defendant be liable for any attorney fees and expenses for Class Counsel in excess of \$145,000.00. Defendant shall pay the fee and expenses awarded by the Court, up to \$145,000.00, within fifteen (15) calendar days of the Final Effective Settlement Date. The

amount of attorneys' fees and costs was negotiated at arm's length, and only after agreement was reached on all substantive terms of settlement.

2.5. Enhancement Award To Plaintiff. Prior to the Fairness Hearing, Plaintiff's Counsel shall apply to the Court for an enhancement award to Plaintiff in the amount of One Thousand Dollars (\$1,000.00) in recognition of the efforts expended by Plaintiff as the Class Representative in commencing this Action and serving as Class Representative. Defendant agrees not to object to Plaintiff's Counsel's request of an enhancement award up to \$1,000.00, but in no event shall Defendant be liable for any enhancement award in excess of \$1,000.00. Defendant shall pay the enhancement award ordered by the Court, up to \$1,000.00 within fifteen (15) calendar days of the Final Effective Settlement Date.

2.6. Settlement Implementation Costs. Defendant shall bear all reasonable costs of retaining the Claims Administrator to effectuate the Settlement and providing Class Notice in the manner prescribed in Section 3.2 of this Agreement.

2.7. Stipulation to Remand. Plaintiff and Defendant will submit to the United States District Court, Central District of California, a stipulation and proposed order to remand the case back to the Los Angeles Superior Court within 7 calendar days of execution of this Agreement.

2.8. Stipulation to Judicial Reference Process. Plaintiff and Defendant will file a stipulation with the Los Angeles Superior Court agreeing to the judicial reference procedure to appoint a temporary judge for the purpose of ruling upon the motion for preliminary approval and motion for final approval of the parties' settlement agreement to facilitate the expeditious resolution of these motions, and to file all necessary paperwork to effectuate the assignment. The parties agree to each pay half of all necessary court fees incurred in connection with the request for the temporary judge assignment.

3. CLASS SETTLEMENT PROCEDURES

3.1. Settlement Approval. As soon as practicable after the signing of this Agreement, Plaintiff at her expense shall move the Court for an order: (1) preliminarily approving this Agreement as fair, reasonable and adequate, pursuant to Cal. Code Civ. Proc. § 382 and Cal. R. Ct. 3.769(c); (2) certifying a settlement class, as defined in Section 1.8, pursuant to Cal. R. Ct. 3.769(d); (3) approving the form, manner, and content of the Class Notice as described in Section 3.2; (4) setting the date and time of the Fairness Hearing; (5) appointing Plaintiff as Class Representative for settlement purposes only; and (6) appointing Wucetich & Korovilas LLP as Class Counsel for settlement purposes only. Defendant shall cooperate with Plaintiff to obtain preliminary approval of the Settlement consistent with the terms herein.

3.2. Notice. Subject to Court approval as provided in Section 3.1, the Parties agree that no later than 14 calendar days after entry of the Preliminary Approval Order, Defendant and

the Class Administrator will provide the Class with notice of the proposed settlement by the following methods:

- (a) **Direct Mail.** Starting no later than 14 calendar days after entry of the Preliminary Approval Order, Defendant through the Claims Administrator will send written notice via the United States Postal Service to each Class Member for whom Defendant has a valid United States postal address but does not have a valid e-mail address. The written notice will be substantially similar to the Short Form Class Notice form attached hereto as **Exhibit A**, including instructions on how to access settlement materials, including the Claim Form substantially similar to the form attached hereto as **Exhibit B**, via the internet.
- (b) **Direct Email.** Starting no later than 14 calendar days after entry of the Preliminary Approval Order, Defendant through the Claims Administrator will send written notice via email to each Class Member for whom Defendant has a valid email address. The written notice will be substantially similar to the Short Form Class Notice form attached hereto as **Exhibit A**, including instructions on how to access settlement materials, including the Claim Form substantially similar to the form attached hereto as **Exhibit B**, via the internet. The Claims Administrator shall have no obligation to issue direct U.S. mail notice to any Class Member who is provided notice via e-mail.
- (c) **Publication.** Starting no later than 14 calendar days after entry of the Preliminary Approval Order, Defendant will provide notice via publication in the California edition of the USA Today, and substantially similar to the Short Form Class Notice form attached hereto as **Exhibit A**, including instructions on how to access settlement materials, including the Claim Form substantially similar to the form attached hereto as **Exhibit B**, via the internet. The Publication Notice shall occur one time and be no smaller than one eighth (1/8) of one page. The Publication Notice will provide the website address for the Long Form.
- (d) **Internet Posting and Call Center.** Starting no later than 14 days after the entry of the Preliminary Approval Order, Defendant through the Claims Administrator will set up an internet based website and post the Long Form Class Notice (substantially similar to **Exhibit A's** Long Form) and Claim Form. The Claims Administrator shall also set up a toll-free, automated call center to respond to Class Member inquiries. The website and call center will be active until 60 days after the Notice Date. The Claim Form to be exhibited on the internet website will be substantially similar to the form attached hereto as **Exhibit B**.

3.3. Claim Form. For only those Class Members for whom Defendant does not have complete contact information, as described in paragraph 2.3(b), Class Members must accurately complete and submit the Claim Form to the Claims Administrator no later than 60 calendar days after the Notice Date in order to receive a Merchandise Certificate. The date of delivery is deemed to be the date the form is submitted. The Claims Administrator shall review Claim Forms for completeness, validity, accuracy and timeliness. The Claims Administrator shall have

the right to contact any Claimant to request additional information for purposes of determining the validity of any claim. Any Class Member who fails to submit a valid, complete and timely Claim Form shall receive no benefits under the Settlement.

3.4. Objections. Any Class Member who wishes to object to the Settlement must file a signed, written objection with the Court and serve copies on Class Counsel and Defense Counsel, no later than 45 calendar days following the Notice Date (or other date required by the Court). Written objections must set forth the following:

- i. the name of this Action (“*Kassabian v. Ferragamo USA Inc.*”);
- ii. the full name, address, and telephone number of the person objecting;
- iii. the word “Objection” at the top of the document; and
- iv. in clear and concise terms, the legal and factual arguments supporting the objection.

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. Unless otherwise permitted by the Court, Class Members shall not be entitled to speak at the Fairness Hearing unless they have filed and served a timely written objection and notice of intention to appear pursuant to paragraph 3.5.

3.5. Intention to Appear at Fairness Hearing. Any Class Member who wishes to be heard at the Fairness Hearing must file a signed, written Notice of Intention to Appear with the Court and serve copies on Class Counsel and Defense Counsel, no later than 45 calendar days following the Notice Date (or other date required by the Court). The Notice of Intention to Appear must set forth the following:

- i. the name of this Action (“*Kassabian v. Ferragamo USA Inc.*”);
- ii. the full name, address, and telephone number of the person intending to appear at the Fairness Hearing;
- iii. the words “Notice of Intention to Appear” at the top of the document;
- iv. the points the person wishes to speak about at the Fairness Hearing; and
- v. the identity (name, address, and telephone number) of any lawyer who will speak on the person’s behalf.

3.6. Disputed Claims. In the event of any dispute over the timeliness or validity of any Claim submitted under this Section, the Parties shall meet and confer in good faith for the purpose of resolving the dispute and, if the dispute cannot be resolved, shall submit the dispute to the Court for resolution. In the event of a dispute, the records in Defendant’s custody and maintained by Defendant in the ordinary course of business shall be entitled to a rebuttable presumption of accuracy.

3.7. Proof Of Notice. No later than 16 court days before the Fairness Hearing, or at such other time required by the Court, Defendant shall file with the Court and serve upon Plaintiff's Counsel a declaration confirming that the Class Notice has been provided in accordance with Section 3.2 of this Agreement.

3.8. Requests for Exclusion/Opt Outs. Any Class Member who wishes to be excluded from or opt out of the Settlement must submit a written, signed Request for Exclusion to the Settlement Administrator no later than 45 calendar days following the Notice Date (or other date required by the Court) (the "Opt-Out Deadline"). The Request for Exclusion must set forth the following:

- i. the name of this Action ("*Kassabian v. Ferragamo USA Inc.*");
- ii. the full name, address, and telephone number of the person requesting to be excluded;
- iii. the words "Request for Exclusion" at the top of the document; and
- iv. a declaration stating "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."

The Request for Exclusion must be personally signed by the Class Member who seeks to opt out; no Class Member may opt out by having a request to opt out submitted by an actual or purported agent or attorney acting on behalf of the Class Member. No opt out request may be made on behalf of a group of Class Members.

Each Class Member who does not submit a Request for Exclusion substantially in compliance with this Section within the deadline set by the Court shall be deemed to participate in the Settlement and all releases provided in this Agreement. For purposes of determining timeliness, Requests for Exclusion shall be deemed to have been submitted on the date postmarked by the postal service or other expedited delivery service.

After conferring with Defense Counsel regarding the exclusions mailed pursuant to this Section, Class Counsel shall file a list of Class Members who have timely and validly excluded themselves as part of or a supplement to Plaintiff's Motion for Final Approval of the Settlement as set forth in Section 3.9.

3.9. Final Approval Order and Judgment. No later than sixteen (16) court days prior to the Fairness Hearing, or at such other time required by the Court, Plaintiff at her expense shall move the Court for final approval of the Settlement. Defendant shall co-operate with Plaintiff to obtain final approval of the Settlement.

3.10. Effect Of Agreement If Settlement Is Not Approved. This Agreement is being entered into only for the purpose of settlement. In the event that the Court does not approve the Settlement, or the Final Approval Order and Judgment is not entered for any reason, or the Final

Effective Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio*. In that event: (a) the Preliminary Approval Order and all of its provisions shall be vacated by its own terms, and the Action shall revert to the status that existed prior to the execution date of this Agreement, including no certification of a class; and (b) no term of this Agreement or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding.

3.11. Distribution Of Merchandise Certificates To The Settlement Class. Within thirty-five (35) days following the Final Effective Settlement Date the Claims Administrator shall mail the Merchandise Certificates contemplated under this Agreement to the direct benefit Class Members and the Authorized Claimants, as described above in paragraph 2.3.

4. DISMISSAL OF ACTION AND RELEASES.

4.1. Approval Of This Agreement. As soon as practicable after execution of this Agreement, counsel for all Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement as set forth herein.

4.2. Judgment. The Final Approval Order and Judgment shall include provisions for entry of judgment pursuant to Cal. R. Court 3.769(h) in accordance with the terms of this Agreement and provide that each party shall bear its own attorneys' fees and costs except as otherwise expressly stated here.

4.3. Plaintiff's Release Of Defendant. Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal representatives, hereby release and forever discharge Defendant and each of Defendant's parent, sister and subsidiary corporations, affiliated entities, predecessors, successors and assigns, and any of their present and former directors, officers, employees, shareholders, agents, partners, licensors, privies, 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) and the alleged common law tort claims, based on the facts alleged in the complaint.

4.4. The Class Release Of Defendant. Upon entry of the Final Approval Order and Judgment, the 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) and the alleged common law tort claims, based on the facts alleged in the complaint.

4.5. Waiver Of California Civil Code § 1542. 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, hereby waive any and all federal and state statutes similar in substance, meaning or application to this California Civil Code § 1542.

5. ADDITIONAL PROVISIONS.

5.1. No Admission Of Liability. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and any and all drafts, communications and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including Defendant, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession.

5.2. Change Of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of counsel for the Parties, without notice to the Class.

5.3. Real Parties In Interest. In executing this Agreement, the Parties warrant and represent that they, including Plaintiff in her representative capacity on behalf of the Class, are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action, and, except as provided herein, neither said claims nor any part thereof have been assigned, granted or transferred in any way to any other person, firm or entity.

5.4. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or entity.

5.5. Binding On Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.6. Parties Represented By Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

5.7. Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.8. Entire Agreement. This Agreement and Exhibits attached hereto contain the entire agreement between the Parties and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. This Agreement is executed without reliance upon any promise, representation or warranty by any Party or any representative of a Party, other than those expressly set forth herein.

5.9. Construction And Interpretation. Neither Party nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.10. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

5.11. Exhibits. The exhibits to this Agreement are integral parts of the Agreement and Settlement and are hereby incorporated and made a part of this Agreement.

5.12. Modifications And Amendments. No amendment, change or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties and approved by the Court, except as otherwise expressly provided herein.

5.13. Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with those laws.

5.14. Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of his or her or its obligations hereunder to carry out the express intent of the Parties hereto.

5.15. Agreement Constitutes A Complete Defense. To the extent permitted by law this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted or attempted in breach of or contrary to this Agreement.

5.16. Execution Date. This Agreement shall be deemed executed upon the last date of execution of all of the undersigned.

5.17. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages will be collected and annexed to one or more documents to form a complete counterpart. Photocopies or “pdfs” of executed copies of signatures shall have the same force and effect as originals.

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have so agreed.

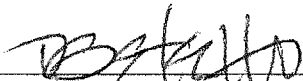
Dated: _____

Plaintiff Andrea Kassabian

Dated: _____


Wucetich & Korovilas LLP
Attorneys for Plaintiff
By: Jason M. Wucetich

Dated: August 1, 2013



Defendant Ferragamo USA Inc.
By (print): THOMAS COSTELLO

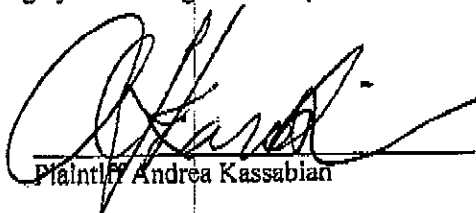
Dated: Aug 2, 2013



Hahn Loeser & Parks LLP
Attorneys for Defendant
By: Michael J. Gleason

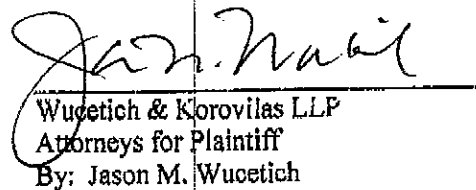
IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective counsel of record, have so agreed.

Dated: 7-30-13



Plaintiff Andrea Kassabian

Dated: 7-31-13



Wucetich & Korovilas LLP
Attorneys for Plaintiff
By: Jason M. Wucetich

Dated: _____

Defendant Ferragamo USA Inc.
By (*print*): _____

Dated: _____

Hahn Loeser & Parks LLP
Attorneys for Defendant
By: Michael J. Gleason

EXHIBIT A
(CLASS NOTICE)

LONG FORM NOTICE

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. 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**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
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

SHORT FORM NOTICE

[Post Card Notice]

If you were asked to provide and did provide personal information at a Ferragamo store when making a purchase with a credit card, you could get a merchandise certificate worth up to \$25 from a class action settlement.

Your rights may be affected whether you act or don't act. Please read this notice carefully.

The back of this card provides a summary of the proposed Settlement, including how you may obtain monetary benefits from the Settlement.

Kassabian v. Ferragamo
Settlement Administrator
P.O. Box 23650
Jacksonville, FL 32246-3650

First-Class
Mail
US Postage

«Barcode»

Postal Service: Please do not mark barcode
Ferragamo—«ClaimID» «MailRec»

«First1» «Last1»
«CO»
«Addr2»
«Addr1»
«City», «St» «Zip» «Country»

LEGAL NOTICE

A settlement has been proposed in a class-action lawsuit involving Ferragamo USA Inc. ("Defendant"). If you purchased merchandise with a credit card at a Ferragamo retail store in California and were asked to provide and did provide personal identification information, including a physical address, email address, telephone number, and/or zip code between February 3, 2012 and September 3, 2013, you are entitled to receive a merchandise certificate worth \$25.00 off all purchases, subject to certain terms, redeemable at California Ferragamo stores. In addition, Defendant has modified its consumer data collection practices at its Ferragamo stores in California as part of the settlement. Ferragamo denies the allegations in the class action lawsuit, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

If you are receiving this notice, you do not have to do anything to receive your merchandise certificate. It will be automatically mailed to you at the address at which you received this notice after final approval of the proposed settlement.

For more information about the case and settlement, you may obtain a copy of the Long Form Notice by visiting the Settlement website at www.americanlegalclaims.com/ferragamo or by mailing a request for the Notice to: Kassabian v. Ferragamo Settlement Administrator, P.O. Box 23650, Jacksonville, FL 23650-3650. To learn more about the settlement call toll free 1 800 873-0687.

You have the right to exclude yourself from this settlement or object to the settlement by following certain procedures described in the Long Form Notice, available at www.americanlegalclaims.com/ferragamo. Requests for exclusions must be submitted to the Settlement Administrator at the address above **no later than November 1, 2013**. Objections to the settlement must be filed with the Court at 600 South Commonwealth Ave., Los Angeles, CA 90005 and served on Class Counsel and Defense Counsel **no later than November 1, 2013. Upon final approval of the settlement by the Court, if you are a member of the Settlement Class and have not validly excluded yourself, your claims against Defendant will be released.**

A fairness hearing will be held at Noon on November 8, 2013 at JAMS - 707 Wilshire Blvd., 46th Floor, Los Angeles, CA 90017. This case is called *Kassabian v. Ferragamo USA Inc.* and is Case No. BC500390. **YOU ARE NOT OBLIGED TO ATTEND THIS HEARING.**

Do Not Contact the Clerk of the Court or the Judge concerning this Notice or with Questions.

By Order of the Los Angeles County Superior Court,
Dated: September 3, 2013

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

SHORT FORM NOTICE

[E-mail Notice Version One]

To: <<class member email address>>

From: Settlement Administrator

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT
KASSABIAN V. FERRAGAMO USA INC, L.A. COUNTY SUPER. CT. CASE NO. BC500390

You are receiving this e-mail because you may have made a credit card purchase at a California Ferragamo Store between February 3, 2012 and September 3, 2013.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the Los Angeles County Superior Court (“Court”) titled *Kassabian v. Ferragamo USA Inc.*, Case No. BC500390 (“Action”). According to available records, you might be a “Class Member.” The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against Ferragamo alleging it violated California law by requesting and recording Personal Identification Information, including, but not limited to, postal addresses, email addresses, telephone numbers and/or ZIP Codes, of customers who paid for merchandise using a credit card. Ferragamo denies wrongdoing and liability, and no court or other entity has made any judgment or other determination of any liability.

Am I a Class Member? You are a “Class Member” if between February 3, 2012 and September 3, 2013, you used a credit card to make a purchase at a California Ferragamo Store and your Personal Identification Information, including but not limited to postal address, email address, telephone number and/or ZIP Code, was requested and recorded by Ferragamo.

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a merchandise certificate worth \$25 for merchandise at Ferragamo stores in California, subject to certain terms. You do not need to do anything to receive the merchandise certificate. However, to make sure the Claims Administrator sends the merchandise certificate to the correct address, you may complete a Claim Form, which is available at the Settlement Website www.americanlegalclaims.com/ferragamo. The deadline to submit a Claim Form is November 16, 2013.

What are my other options? If you don’t want to be legally bound by the Settlement, you must exclude yourself by November 1, 2013 or you won’t be able to sue Ferragamo about the legal claims in the Action. If you exclude yourself, you cannot get a merchandise certificate from this Settlement. If you stay in the Settlement, you may object to it by November 1, 2013. The detailed notice explains how to exclude yourself or object. The Court will hold a hearing at Noon on November 8, 2013 to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (Wucetich & Korovilas LLP) for \$145,000 in attorneys’ fees and costs, and for the Plaintiff’s request for \$1,000 for her services. You may ask to appear at the hearing, but you don’t have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, call toll free 1 800 873-0687 or visit www.americanlegalclaims.com/ferragamo. You may also write to the Settlement Administrator at: *Kassabian v. Ferragamo USA Inc.* Claims Administrator, P.O. Box 23650, Jacksonville, FL 32241-3650.

SHORT FORM NOTICE

[E-mail Notice Version Two]

To: <<class member email address>>

From: Settlement Administrator

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT
KASSABIAN V. FERRAGAMO USA INC, L.A. COUNTY SUPER. CT. CASE NO. BC500390

You are receiving this e-mail because you may have made a credit card purchase at a California Ferragamo Store between February 3, 2012 and September 3, 2013.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the Los Angeles County Superior Court (“Court”) titled *Kassabian v. Ferragamo USA Inc.*, Case No. BC500390 (“Action”). According to available records, you might be a “Class Member.” The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? The Action was filed against Ferragamo alleging it violated California law by requesting and recording Personal Identification Information, including, but not limited to, postal addresses, email addresses, telephone numbers and/or ZIP Codes, of customers who paid for merchandise using a credit card. Ferragamo denies wrongdoing and liability, and no court or other entity has made any judgment or other determination of any liability.

Am I a Class Member? You are a “Class Member” if between February 3, 2012 and September 3, 2013 you used a credit card to make a purchase at a California Ferragamo Store and your Personal Identification Information, including but not limited to postal address, email address, telephone number and/or ZIP Code, was requested and recorded by Ferragamo.

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a merchandise certificate worth \$25 for merchandise at Ferragamo stores in California, subject to certain terms. To receive the \$25 off merchandise certificate, you must timely complete a valid Claim Form, which is available at the Settlement Website www.americanlegalclaims.com/ferragamo. The deadline to submit a Claim Form is November 16, 2013.

What are my other options? If you don’t want to be legally bound by the Settlement, you must exclude yourself by November 1, 2013, or you won’t be able to sue Ferragamo about the legal claims in the Action. If you exclude yourself, you cannot get a merchandise from this Settlement. If you stay in the Settlement, you may object to it by November 1, 2013. The detailed notice explains how to exclude yourself or object. The Court will hold a hearing at Noon on November 8, 2013 to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (Wucetich & Korovilas LLP) for \$145,000 in attorneys’ fees and costs, and for the Plaintiff’s request for \$1,000 for her services. You may ask to appear at the hearing, but you don’t have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, call toll free 1 800 873-0687 or visit www.americanlegalclaims.com/ferragamo. You may also write to the Settlement Administrator at: *Kassabian v. Ferragamo USA Inc.* Claims Administrator, P.O. BOX 23650, Jacksonville, FL 32241-3650.

EXHIBIT B
(CLAIM FORM)

CLAIM FORM

Andrea Kassabian, individually and on behalf of all others similarly situated, vs Ferragamo USA Inc., Los Angeles Superior Court Case No. BC500390

YOU MUST COMPLETE, VERIFY UNDER PENALTY OF PERJURY, AND SUBMIT THIS FORM POSTMARKED BY NOVEMBER 16, 2013 TO RECEIVE A RECOVERY.

By submitting this claim form, you will be included as a member of the class identified in the above-referenced lawsuit. [If you also submit a request for exclusion from the class and settlement, the request for exclusion will be deemed invalid.]

INSTRUCTIONS:

Class Members must submit this form on or before November 16, 2013 to obtain a Merchandise Certificate. The Merchandise Certificate will be mailed within 35 days of the Final Effective Date of the Settlement, and shall provide \$25 off any purchase, subject to certain terms, redeemable at any Ferragamo retail location in California. Please mail the form to the Claims Administrator at:

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

1. I am a member of the Class defined in this lawsuit and choose to participate in the Class recovery by obtaining the Merchandise Certificate described above.

2. Enter:
 - a. Name (First Middle Last)
 - b. Street Address, City, State, Zip Code

By signing and submitting this completed Claim Form, I am verifying under penalty of perjury under the laws of the State of California that the information contained on this form is true and correct.

Dated: _____

By: _____