

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

CHRISTINA CALCAGNO, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

KIPLINGAPPAREL CORP., a Delaware
Limited Liability Company, and DOES 1 – 50,
inclusive,

Defendant.

Case No. 25CU000125

IF YOU MADE A PURCHASE AT KIPLING’S CALIFORNIA OUTLET
STORES BETWEEN DECEMBER 8, 2019 AND MAY 29, 2025, YOU MAY BE
ELIGIBLE TO RECEIVE A **VOUCHER FOR UP TO \$10 OFF ANY IN-
STORE PURCHASE** USABLE TOWARD FUTURE PURCHASES AT
KIPLING’S CALIFORNIA OUTLET STORES.

A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of California, County of San Diego (the “Action”). If the Court gives final approval to the Settlement, Kipling Apparel Corp. (“Kipling”) will provide, for each Settlement Class Member¹ who made a Qualifying Purchase during the Class Period: (1) for Settlement Class Members who receive direct Notice of this Settlement via email and do nothing, a Direct Benefit Voucher for \$10.00; and (2) for Settlement Class Members who receive Notice of this Settlement in any other manner and timely complete and submit a valid Claim form, a Voucher for \$10.00. All Vouchers may be applied for up to \$10.00 toward any in-store purchase at Kipling’s California outlet stores.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

¹ Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available at www.KiplingSettlement.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	If you received Notice of this Settlement and made one or more Qualifying Purchase(s) between December 8, 2019 and May 29, 2025 (the “Class Period”): you will receive one (1) Voucher after completion of a Claim Form. Visit the Settlement Website, located at www.KiplingSettlement.com , to obtain a Claim Form.	Deadline: September 25, 2025
WHEN A CLAIM FORM IS NOT NECESSARY	If you received direct Email Notice of this Settlement and made one or more Qualifying Purchase(s) during the Class Period: if you do nothing, and the Court approves the Settlement, you will receive one (1) Direct Benefit Voucher in the amount of \$10.00. You will also give up your right to object to the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Action.	N/A
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Voucher under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Kipling for the allegations in the Action ever again.	Deadline: September 25, 2025
OBJECT	You may file a written objection telling the Court why you object to (i.e., don’t like) the Settlement and think it shouldn’t be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: September 25, 2025
GO TO THE “FAIRNESS HEARING”	The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Named Plaintiff’s request for a service award for bringing the Action. You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a “Notice of Intention to Appear” indicating your intent to do so.	Hearing Date and Time: October 3, 2025
DO NOTHING	If you received direct Email Notice of this Settlement and made one or more Qualifying Purchase(s) during the Class Period, you will receive one (1) Direct Benefit Voucher, as set forth above. If you <i>did not</i> receive direct Email Notice of this Settlement and made one or more Qualifying Purchase(s) during the Class Period: if you do nothing, you will <i>not</i> receive a Voucher but will be bound by the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Action.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

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BACKGROUND INFORMATION

1. *Why did I get this Notice?*

You received this Notice because a Settlement has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiff Christina Calcagno (the “Named Plaintiff”) filed a lawsuit (the “Action”) against Kipling Apparel Corp. (“Kipling”), on behalf of herself and all others similarly situated. The Action alleges that Kipling engaged in misleading advertising by advertising purportedly improper discounts on merchandise sold in its California outlet stores.

Kipling denies any and all allegations of wrongdoing or unlawful conduct and any resulting liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Kipling further denies that any Settlement Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court’s opinion on the merits or the lack of merits of the Named Plaintiff’s claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called “Named Plaintiff(s)” (in this Action, Christina Calcagno) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members. The company sued in this Action, Kipling Apparel Corp. is called the Defendant.

4. *Why is there a Settlement?*

The Named Plaintiff has made claims against Kipling. Kipling denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Named Plaintiff or Kipling should win this Action. Instead, both sides agreed to the Settlement. That way, they avoid the cost and uncertainty of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement: All persons, within the United States, who, within the Class Period (December 8, 2019 until May 29, 2025), purchased from Kipling's California outlet stores, one or more products at discounts from an advertised reference price and who have not received a refund or credit. Excluded from the Settlement Class are Kipling's Counsel, Kipling's officers directors and employees, and the judge presiding over the Action.

6. *I'm still not sure if I am included.*

If you are still not sure whether you are included, you can write to the Claims Administrator for free help. The email address of the Claims Administrator is **info@kiplingsettlement.com** and the U.S. postal (mailing) address is **Calcagno v. Kipling Settlement No. 25CU000125, c/o Simpluris, PO 25226, Santa Ana, CA 92799**.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Settlement Class Members?*

Kipling has agreed to provide each Settlement Class Member for whom Kipling has contact information, one (1) Direct Benefit Voucher, which may be applied for up to \$10.00 toward any purchase at Kipling's California outlet stores. These Settlement Class Members are referred to in the Settlement Agreement as "Direct Benefit Class Members." Kipling has further agreed to provide to each Settlement Class Member who is not a Direct Benefit Class Member and who submits a valid Claim Form by the Response Deadline one (1) Voucher, which may be applied for up to \$10.00 toward any purchase at Kipling's California outlet stores.

Both Vouchers and Direct Benefit Vouchers will apply to the purchase prices that Kipling offers to the general public. They will be non-transferable, will not be usable with other voucher or discount codes, will expire one year after issuance, and will have no residual value if the amount redeemed is less than the voucher amount.

HOW TO RECEIVE A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM

8. *How can I get a Voucher(s)?*

If you received direct Email Notice of this Settlement and do nothing, and do not object or exclude yourself from the Settlement, you will receive a Direct Benefit Voucher for \$10.00.

If you received Notice of this Settlement in any other manner and wish to receive a Voucher for \$10.00, you must complete a Claim Form.

A Claim Form is available on the Internet at the website **www.KiplingSettlement.com**. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully,

fill out the Claim Form, and postmark it by **September 25, 2025** or submit it online on or before 11:59 p.m. (Pacific) on **September 25, 2025**.

9. *When will I get my Voucher(s)?*

As described in Sections 17 and 18 below, the Court will hold a hearing on August 29, 2025 at 1:30 p.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain when an appeal will be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at **www.KiplingSettlement.com**. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE NAMED PLAINTIFF

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firm of Lynch Carpenter, LLP ("Class Counsel") will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Kipling has agreed to pay Class Counsel's attorneys' fees, and costs, up to \$600,000.00, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs. Please see paragraphs 2.4-2.6 of the Settlement Agreement, available at **www.KiplingSettlement.com**, for additional details.

12. *Will the Named Plaintiff receive any compensation for their efforts in bringing this Action?*

The Named Plaintiff will request a service award of up to \$2,500 total for her service as Class representative and her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Named Plaintiff.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement Class, you will be releasing your claims against Kipling. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Kipling regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website **www.KiplingSettlement.com** contains the full terms of the release.

14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Settlement Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating: (a) the name and case number of the Action; (b) your full name, address, telephone number, and email address; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than **September 25, 2025** to the Claims Administrator at:

Calcagno v. Kipling Settlement, No. 25CU000125
c/o Simpluris
PO Box 25226
Santa Ana, CA 92799

If you timely request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will not receive a Voucher or a Direct Benefit Voucher under the Settlement, you will not be bound by the Judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Kipling based on the conduct complained of in the Action.

15. *How do I tell the Court that I disagree with the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to consider Class Counsel's request for an award of attorneys' fees and costs, and the Individual Service Award to the Named Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must file a written objection with the Court and deliver copies of the written objection to the Claims Administrator, Class Counsel, and Kipling's Counsel at the address set forth below no later than (*i.e.*, postmarked by) **September 25, 2025**.

Calcagno v. Kipling Settlement, No. 25CU000125
c/o Simpluris
PO Box 25226
Santa Ana, CA 92799

Any written objections must contain: (a) the name and case number of the Action; (b) the Settlement Class Member's full name, address, telephone number, email address, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with the Actions; (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the legal and factual arguments supporting the objection; (e) facts supporting the person's status as a Settlement Class Member (e.g., the date and location of his/her Qualifying Purchases and description of the item(s) purchased); (f) the Settlement Class Member's signature and the date; and (g) the following language immediately above the Settlement Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

16. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement.

If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

17. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Representative Plaintiff. You may attend, but you do not have to.

18. *When and where is the Fairness Hearing?*

On **October 3, 2025 at 1:30 p.m.** Pacific Standard Time, 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 proposed Settlement's fairness. The hearing will take place before the Hon. William Y. Wood in Department N-29 of the Superior Court of California, County of San Diego, located at 325 S. Melrose Dr, Vista, CA 92081. The hearing may be postponed to a different date or time or location without notice. Please check **www.KiplingSettlement.com** for any updates about the Settlement generally, or the Fairness Hearing specifically. If the date

or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action, please visit the Settlement Website located at: **www.KiplingSettlement.com**. Alternatively, you may contact the Claims Administrator at the email address: **info@KiplingSettlement.com** or the U.S. postal (mailing) address:

Calcagno v. Kipling Settlement, No. 25CU000125
c/o Simpluris
PO Box 25226
Santa Ana, CA 92799

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit <https://roa.sdcourt.ca.gov/roa/> or the Clerk's office at 325 South Melrose Dr., Vista, CA 92081. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

Calcagno v. Kipling Settlement, No. 25CU000125
c/o Simpluris
PO Box 25226
Santa Ana, CA 92799

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