

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between Plaintiff Christina Calcagno, individually, and in her representative capacity on behalf of all others similarly situated (“*Plaintiff*” or “*Named Plaintiff*”), on the one hand, and defendant Kipling Apparel Corp. (“*Kipling*” or “*Defendant*”), on the other (collectively, the “*Parties*” or, singularly, a “*Party*”).

RECITALS

A. On December 8, 2023, Christina Calcagno filed a putative class action lawsuit against Kipling entitled, *Calcagno v. Kipling Apparel Corp.*, No. 3:23-cv-02247-BAS-BLM (S.D. Cal.) (the “*Federal Court Action*”), asserting false and/or misleading advertising claims based on allegations relating to Defendant’s advertisement of discounts on merchandise in its California Kipling Outlet Stores. Plaintiff alleges Kipling improperly leads consumers to believe that they are receiving a discount on their purchases.

B. On February 2, 2024, Defendant filed a Motion to Dismiss and a Request for Judicial Notice. Thereafter, on February 23, 2024, Plaintiff filed a First Amended Complaint.

C. On March 29, 2024, Kipling filed a motion to dismiss Plaintiff’s First Amended Complaint, which was granted in part and denied in part.

D. The Parties participated in a one-day mediation with the Honorable Ann I. Jones (Ret.) on October 30, 2024.

E. As a result of the progress made at the mediation session and the diligent efforts of the Parties’ mediator, the Parties reached a prospective class-wide agreement. Under the terms of the settlement, Plaintiff agreed to dismiss the Federal Court Action without prejudice and re-file her claims in the Superior Court of California, County of San Diego (the “*Action*”) (together with the Federal Court Action, the “*Actions*”), asserting similar false and/or misleading advertising claims on behalf of the same Settlement Class (as defined below).

F. On December 30, 2024, Plaintiff dismissed the Federal Court Action without prejudice, and on January 2, 2025, Plaintiff filed the Action entitled *Kipling Apparel Corp.*, San Diego Superior Court Case No. 25CU000124N.

G. Plaintiff and her Counsel believe that the claims asserted in the Actions have merit.

H. Kipling expressly denies any liability or wrongdoing of any kind or that Plaintiff or any putative class member has been damaged in any amount or at all in connection with the claims alleged in the Actions, and further contends that, for any purpose other than Settlement, the Actions are not appropriate for class treatment. Kipling does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Actions or any other actions. Kipling maintained during the entire pendency of the Actions, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law.

I. However, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the Parties have concluded that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

J. The Parties also have considered 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 prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either Plaintiff or Kipling.

K. It is now the intention of the Parties, and the objective of this Settlement Agreement, to avoid the costs of trial and settle and dispose of, fully and completely, any and all claims and causes of action in the Actions.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiff, the Class (defined below), and Kipling, agree to the Settlement of the Actions, subject to Court approval, under the following terms and conditions.

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this Section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term “**Action**” means the action that was filed in the Superior Court of California, County of San Diego, Case No. 25CU000125N based on the Complaint. The plural term “**Actions**” means the Federal Court Action and the Action.

1.2 As used herein, the term “**Claim**” means a request made by a Class Member in order to receive a Voucher pursuant to the procedures stated in Section 3.5.

1.3 As used herein, the term “**Claim Form**” means the form a Class Member must complete and submit to receive a Voucher under this Settlement Agreement. The Claim Form must be substantially similar to the form attached hereto as **Exhibit E**.

1.4 As used herein, the term “**Claim-in-Settlement-Class Member**” means any Settlement Class Member who (a) timely submits a complete and sufficient Claim Form, (b) does not validly request exclusion from the Settlement Class, and (c) who is not a Direct Benefit Settlement Class Member.

1.5 As used herein, the term “**Claimant**” means any Settlement Class Member who submits a Claim Form under this Agreement.

1.6 As used herein, the term “**Claims Administrator**” means a reputable vendor of the Parties’ choosing, and any successors to that entity, to administer the Notice, Claims, and Settlement relief distribution process provided for in the Settlement Agreement.

1.7 As used herein, the term “***Claims Administrator Costs***” means all costs incurred by the Claims Administrator, including the cost of providing Notice to the Settlement Class and administering the Settlement and Claims process. The Parties agree to work in good faith to take all reasonable steps necessary, including soliciting bids from potential Claims Administrators, to secure Claims Administrator Costs not to exceed one hundred and fifty thousand dollars (\$150,000.000) total.

1.8 As used herein, the term “***Class Period***” means: December 8, 2019, through the date that the Court enters a Preliminary Approval Order.

1.9 As used herein, the term “***Class Releasors***” means Plaintiff and all Settlement Class Members who do not timely and sufficiently request to be excluded from the Settlement Class and the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, spouses (to the extent spouses claim a community property interest), and personal representatives.

1.10 As used herein, the term “***Complaint***” means the Complaint Plaintiff filed in the Action, asserting claims on behalf of Plaintiff and the Settlement Class (using the same definition as Section 1.33 below) in connection with Kipling’s pricing of merchandise in its California outlet store locations.

1.11 As used herein, the term “***Court***” means the Superior Court of California for the County of San Diego.

1.12 As used herein, the term “***Defendant***” means Kipling Apparel Corp.

1.13 As used herein, the terms “***Defendant’s Counsel***” and “***Kipling’s Counsel***” mean the law firm of King and Spalding LLP.

1.14 As used herein, the term “***Digital Publication Notice***” means a legal notice directing Settlement Class Members to the Settlement Website, as approved by Class Counsel, Kipling’s Counsel, and the Court, to be provided to Settlement Class Members via digital media pursuant to Section 3.3(c) below. The Digital Publication Notice must be substantially similar to the form attached hereto as **Exhibit D**.

1.15 As used herein, the term “***Direct Benefit Settlement Class Member***” means any Settlement Class Member for whom Kipling has contact information, which Kipling estimates to be approximately 57,000 members, who does not validly request exclusion from the Settlement Class. The contact information for the Direct Benefit Settlement Class Members will be shared with the Claims Administrator but not Class Counsel.

1.16 As used herein, the term “***Direct Benefit Voucher***” or “***Direct Benefit Vouchers***” means an electronic voucher for ten dollars (\$10.00) off a single purchase (with no minimum purchase) for use in-person at Kipling’s California outlet stores. Direct Benefit Vouchers will be non-transferable and will be applied to the “out-the-door” retail price of merchandise offered for sale at Kipling California outlet stores (i.e., after any other applicable discounts). Direct Benefit Vouchers will expire after one year from the date of distribution and will have no residual value if the amount redeemed is less than the Direct Benefit Voucher amount.

1.17 As used herein, the term “***Email Notice***” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Kipling’s Counsel, and the Court, to be provided to Settlement Class Members via electronic mail pursuant to Section 3.3(b) below. The Email Notice must be substantially similar to the form attached hereto as **Exhibit C**.

1.18 As used herein, the term “***Fairness Hearing***” means the hearing(s) to be held by the Court to consider and determine whether the proposed Settlement, as contained in this Settlement Agreement, should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement contained in this Settlement Agreement should be entered.

1.19 As used herein, the term “***Federal Court Action***” refers to the lawsuit brought by Plaintiff against Kipling in the Southern District of California bearing Case No. 3:23-cv-02247-BAS-BLM (S.D. Cal.), which lawsuit was voluntarily dismissed without prejudice.

1.20 As used herein, the terms “***Final Order***” and “***Order Granting Final Approval of Class Settlement***” mean the Court order granting final approval of the Settlement in the Action following the Fairness Hearing. The proposed Final Order that Plaintiff submits to the Court for approval must be substantially similar to the form attached hereto as **Exhibit F**.

1.21 As used herein, the term “***Final Settlement Date***” means two court days after the Final Order and Judgment become “final.” For the purposes of this section, the Final Order and Judgment will become “final” on the date upon which either of the following events occurs: (i) if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed, the expiration of sixty-one (61) calendar days after notice of the entry of the Final Order and Judgment in the Action is served on the Parties; or (ii) in the event that an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded in favor of the Final Order and Judgment, any mandates have been returned to the Court, and the Final Order and Judgment, and the ruling on any objection thereto, are no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise.

1.22 As used herein, the term “***Full Notice***” means the full legal notice of the proposed Settlement terms, as approved by Class Counsel, Kipling’s Counsel, and the Court, to be provided to Settlement Class Members at the Settlement Website pursuant to Section 3.3(a) below. The Full Notice must be substantially similar to the form attached hereto as **Exhibit B**.

1.23 As used herein, the terms “***Judgment***” and “***Final Judgment***” mean a document labeled by the Court as such and that has the effect of a judgment.

1.24 As used herein, the term “***Named Plaintiff***” and “***Plaintiff***” means Christina Calcagno in her individual capacity only.

1.25 As used herein, the term “***Notice***” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Kipling’s Counsel, and the Court, to be provided to Settlement Class Members, and includes Email Notice, Full Notice, and Digital Publication Notice, as applicable.

1.26 As used herein, the terms “*Plaintiff’s Counsel*” and “*Class Counsel*” means the law firm of Lynch Carpenter, LLP.

1.27 As used herein, the terms “*Preliminary Approval Order*” or “*Preliminary Approval and Provisional Class Certification Order*” mean the order provisionally certifying the Settlement Class for Settlement purposes only, approving and directing Notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiff will submit to the Court for its approval must be substantially similar to the form attached hereto as **Exhibit A**.

1.28 As used herein, the term “*Qualifying Purchase*” means a purchase from Kipling’s California outlet stores, of one or more products offered at a stated discount from an advertised reference price during the Class Period, which was not returned by, or on behalf of, the purchaser.

1.29 As used herein, the term “*Released Claims*” means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, interest, dues, sums of money, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which Settlement Class Members have or may have, against the Released Parties, arising out of, or relating to, any of the acts, omissions or other conduct by Kipling that has been, or could have been, alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Actions, in connection with Plaintiff’s claims related to the advertisement of purported pricing discounts by Kipling, or any of its subsidiaries or affiliates. For the avoidance of doubt, this release only extends to the Class Releasers, as defined in Section 1.9 above, and does not pertain to the pricing practices of any stores other than Kipling Outlet Stores.

1.30 As used herein, the term “*Released Parties*” means Kipling and each of its direct or indirect parents (including but not limited to VF Corporation), members, wholly or majority-owned subsidiaries, affiliated and related entities (including but not limited to VF Services, LLC and VF Outdoor, LLC), predecessors, successors and assigns, partners, privities, divisions, 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 it, or any of them.

1.31 As used herein, the term “*Response Deadline*” means the deadline by which Settlement Class Members must submit a Claim Form, deliver objections, or deliver requests for exclusion. The Response Deadline shall be no later than ninety (90) calendar days after issuance of the Class Notice in the manner specified in Section 3.3 below.

1.32 As used herein, the term “*Settlement*” means the Settlement of the Actions and Released Claims on the terms embodied in this Settlement Agreement.

1.33 As used herein, the terms “*Settlement Class*” and “*Settlement Class Members*” mean “All persons, within the United States, who, within the Class Period, 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 Counsel, Kipling officers, directors and employees, and the judge presiding over the Action.”

1.34 As used herein, the term “**Settlement Website**” means the website that shall be created for Settlement administration purposes and administered by the Claims Administrator.

1.35 As used herein, the term “**Voucher**” or “**Vouchers**” means a voucher good for a purchase at Kipling’s California outlet stores for ten dollars (\$10.00) off a single purchase (with no minimum purchase). The Vouchers will be non-transferable and will be applied to the “out-the-door” retail price of merchandise offered for sale at Kipling California outlet stores (i.e., after any other applicable discounts). Vouchers will expire after one year from the date of distribution and will have no residual value if the amount redeemed is less than the Voucher amount.

2. SETTLEMENT TERMS.

2.1 Award to the Settlement Class. Kipling, through the Claims Administrator, shall issue:

- (a) to each Claim-in-Settlement-Class Member, one (1) Voucher; and
- (b) to each Direct Benefit Settlement Class Member one (1) Direct Benefit Voucher.

2.2 Distribution of Vouchers to Claim-in-Settlement-Class Members. If the Court approves the Settlement of the Actions, Kipling, through the Claims Administrator, shall distribute the Vouchers to the email address that Claim-in-Settlement-Class Members designated on their Claim Form within sixty (60) calendar days of the Final Settlement Date.

2.3 Distribution of Direct Benefit Vouchers. If the Court approves the Settlement of the Actions, Kipling, through the Claims Administrator, shall distribute the Direct Benefit Vouchers via email directly to the Direct Benefit Settlement Class Members within sixty (60) calendar days of the Final Settlement Date. Direct Benefit Settlement Class Members who receive Notice need not do anything in response to the Notice and will be sent a Direct Benefit Voucher, so long as they have not timely and validly excluded themselves from the Settlement Class.

2.4 Attorneys’ Fees, Costs, and Individual Service Award. The Parties acknowledge that Plaintiff must petition the Court for approval of any award to Class Counsel for attorneys’ fees, costs and an Individual Service Award. The Parties agree that Class Counsel will not seek an award greater than six hundred thousand dollars (\$600,000.00) total for attorneys’ fees and reimbursable litigation costs. Kipling agrees not to object to Class Counsel’s request for up to a maximum payment of six hundred thousand dollars (\$600,000.00). If the Court approves the Settlement of the Actions and an award of attorneys’ fees, costs, and an Individual Service Award, unless the Court orders a different timetable, Kipling agrees to pay the amount approved by the Court to Class Counsel upon the occurrence of both of the following events: (i) the Final Settlement Date, and (ii) Class Counsel’s delivery to Kipling of the relevant W-9 Form(s). Unless the Court orders a different timetable, any such payment shall be made by twenty-one (21) calendar days after the occurrence of the later of these events and shall be made to the law firm of Lynch Carpenter, LLP. Lynch Carpenter, LLP shall have control over, and responsibility to distribute, any payment of fees and costs to any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Actions. Lynch Carpenter, LLP shall also have control over, and responsibility to distribute, any

payment of an Individual Service Award to Named Plaintiff. No interest shall be paid on the attorneys' fees, costs and Individual Service Award.

2.5 Individual Service Award to Named Plaintiff. The Parties acknowledge that Named Plaintiff must petition the Court for approval of any award to Named Plaintiff for an incentive award (the "*Individual Service Award*"). Kipling agrees not to object to Named Plaintiff's request for an Individual Service Award of up to two thousand five hundred dollars (\$2,500.00).

2.6 Reduction in Named Plaintiff's Individual Service Award or Class Counsel's Attorneys' Fees. Named Plaintiff's Individual Service Award and Class Counsel's attorneys' fees and costs are to be paid separate and apart from the award to the Settlement Class. A reduction by the Court or by an appellate court of either shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

2.7 No Tax Liability. Under no circumstances will Kipling or Kipling's Counsel have any liability for taxes or tax expenses under this Settlement Agreement. Named Plaintiff, each of the Settlement Class Members, and/or Class Counsel are responsible for any taxes on any recovery or award. Nothing in this Settlement Agreement, or statements made during the negotiation of its terms, shall constitute tax advice by Kipling or Kipling's Counsel.

2.8 Release as to All Class Members. Effective immediately upon the Final Order and Judgment becoming final (as described in Section 1.20–1.21 above), Class Releasers, and each of them, hereby waive and fully, finally and forever release and discharge any and all Released Claims against all Released Parties, and each of them.

2.9 General Release by Named Plaintiff. In addition to the releases made by the Settlement Class Members set forth in Section 2.8 above, and in exchange for the consideration provided to Named Plaintiff in this Agreement (including the Individual Service Award), effective immediately upon the Final Order and Judgment becoming final (as described in Section 1.21 above), Named Plaintiff, and each of her successors, assigns, legatees, heirs, spouses, personal representatives, and any other person or entity claiming on her behalf, hereby also waives and fully, finally and forever generally releases and discharges the Released Parties, and each of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, interest, dues, sums of money, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent.

In addition, Named Plaintiff, and each of Named Plaintiff's respective successors, assigns, legatees, spouses, heirs, and personal representatives, expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES
NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE**

AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Named Plaintiff, and each of her respective successors, assigns, legatees, spouses, heirs, and personal representatives, fully understands that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Named Plaintiff and Class Counsel to be true, and expressly accepts and assumes the risk of this possible difference in facts and agrees that the Settlement Agreement will remain effective despite any difference in facts. Further, Named Plaintiff, and each of her respective successors, assigns, legatees, heirs, and personal representatives, agree that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

2.10 No Admission of Liability or Wrongdoing. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. This Settlement Agreement's 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 Kipling, and shall not be offered or received in evidence, or requested in discovery in the Actions, or any other action or proceeding, as evidence of an admission or concession. Kipling has denied, and continues to deny, each of the claims and contentions alleged by Plaintiff in the Actions. Kipling has repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied, and continues to deny, any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Actions.

3. CLASS SETTLEMENT PROCEDURES.

3.1 Cooperation to Obtain Court Approval. The Parties will jointly take all reasonable steps necessary to secure the Court's Approval of the Settlement and this Settlement Agreement.

3.2 Preliminary Approval and Provisional Class Certification. Plaintiff shall file her motion for preliminary approval of the Settlement Agreement as soon as feasibly possible. The motion for preliminary approval of the Class Action Settlement and provisional class certification shall request the Court to:

- (a) preliminarily approve this Settlement Agreement.
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Digital Publication Notice, and Claim Form described in Sections 3.3 and 3.5 below, and attached hereto as **Exhibits B – E** and order that notice be provided as set forth herein;
- (c) find that the Notice plan: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Actions and of their right to object to or to exclude themselves from the proposed

Settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all providers entitled to receive notice; and (iv) meets all requirements of applicable law.

(d) set the date and time of the Fairness Hearing;

(e) provisionally certify the Settlement Class under California Rules of Court, rule 3.769(d), for Settlement purposes only;

(f) stay all proceedings in the Action against Kipling until the Court renders a final decision on approval of the Settlement and sets a briefing schedule for the papers in support of the Final Order;

(g) conditionally appoint Named Plaintiff as the Settlement Class representative for Settlement purposes only; and

(h) conditionally appoint the law firm of Lynch Carpenter, LLP as Class Counsel for Settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order shall be substantially similar to the form attached hereto as **Exhibit A**. Class Counsel shall draft the motion papers and give Kipling's Counsel courtesy drafts of the motion and proposed order for preliminary approval and provisional Class certification to review no less than five (5) court days before the motion's filing and service date/deadline. Kipling shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order. The Parties agree that, pending the hearing on the contemplated motion for preliminary approval of the Settlement Agreement and provisional Class certification order: (i) if Kipling has not already filed a responsive pleading, Kipling shall have an extension of time to answer or otherwise respond to the Complaint in the Action, and; (ii) the Parties shall not propound further discovery. In the event the Court denies preliminary approval of the Settlement Agreement, the Parties agree they will meet and confer regarding when Kipling's answer or other responsive pleading to the Complaint in the Action will be due, and a schedule for conducting discovery.

3.3 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that Class Counsel and the Claims Administrator will provide the Settlement Class with Notice of the proposed Settlement by the following methods:

(a) **Settlement Website.** The Claims Administrator will post the Full Notice on an Internet website ("Internet Posting") specifically created for the Settlement of the Actions. The Full Notice shall be substantially similar to the form attached hereto as **Exhibit B**. The Internet Posting will also contain the Claim Form, instructions for valid exclusion requests, Complaint, Settlement Agreement, and Preliminary Approval Order. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees, and costs and an Individual Service Award, the Internet Posting will also post the fees and costs motion. The Internet Posting shall be operative starting on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Internet Posting shall remain active at least until the Final Settlement Date.

(b) Email Notice. Using information available to it, Kipling shall provide last known valid email addresses to the Claims Administrator for Kipling's customers who may be Direct Benefit Settlement Class Members. The Claims Administrator will send Email Notice that will be substantially similar to the form attached hereto as **Exhibit C** and will provide the web address of the Internet Posting and an email and mailing address to contact the Claims Administrator. Class Counsel, through the Claims Administrator, will provide the Email Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Parties will request the Court authorize the issuance of Email Notice under this Section to those Settlement Class Members who have previously opted out of receiving emails from Kipling through any applicable loyalty program, advertisement, or otherwise, so as to ensure notice is provided.

(c) Digital Publication Notice. Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, Kipling, through the Claims Administrator, will publish digital website banner advertisements focused on providing notice to Settlement Class Members (for whom Kipling does not have contact information) to be arranged and agreed upon with the assistance of the Claims Administrator. The text of the Digital Publication Notice will be substantially similar to the form attached hereto as **Exhibit D**.

(d) In-Store Publication Notice. Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, Kipling will post for thirty (30) calendar days in its California outlet stores a placard or sign that is approximately 8.5" x 11" in dimension within reasonable proximity to the Point of Sale, focused on providing notice to Settlement Class Members. The In-Store Publication Notice shall include a QR code that, with the assistance of the Claims Administrator, will link Settlement Class Members to the Settlement Website described above in Section 3.3(a). Kipling shall work with the Claims Administrator to draft the In-Store Publication Notice, subject to Plaintiff's Counsel's approval, which shall not be unreasonably withheld.

3.4 Proof of Notice. No later than ten (10) calendar days before the Fairness Hearing, Class Counsel and the Claims Administrator will serve upon Kipling a declaration confirming that Notice to the Settlement Class has been provided in accordance with Section 3.3 of this Settlement Agreement.

3.5 Claims Procedure.

(a) Claim-in-Settlement-Class Members. Other than Direct Benefit Settlement Class Members, Settlement Class Members must submit a complete, valid, and sufficient Claim Form on or before the Response Deadline in order to be included in the distribution of the ten dollar (\$10.00) Vouchers. The Claim Form shall require the Settlement Class Member to confirm via a valid signed affidavit as follows: "Between December 8, 2019 and [date of preliminary approval], I made one or more purchases at Kipling's California outlet stores in part because the purchases were advertised as discounted prices. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct." Settlement Class Members who submit a complete, valid and sufficient Claim Form, who are not Direct Benefit Settlement Class

Members, and who do not request to exclude himself or herself from the Settlement Class, will receive via email a Voucher no later than sixty (60) calendar days after the Final Settlement Date.

(b) Direct Benefit Settlement Class Members. Direct Benefit Settlement Class Members who have not validly excluded themselves from the Settlement Class will receive a Direct Benefit Voucher via email no later than sixty (60) calendar days after the Final Settlement Date.

(c) Date of Submission. The Claim Form may be submitted electronically through the Settlement Website or by United States mail. The delivery date of a Claim Form is deemed to be the date the Claim Form is received by the Claims Administrator electronically through the Settlement Website, as evidenced by the electronic transmission receipt, or, if the Claim Form is submitted by the United States mail, the date the Claim Form is deposited in the United States Mail, as evidenced by the postmark.

3.6 Right to Verify Claim Forms and to Prevent Duplicate and Fraudulent Claims. The Claims Administrator shall review all submitted Claim Forms for completeness, legibility, validity, accuracy, and timeliness. The Claims Administrator may employ adequate and reasonable procedures and standards to prevent the approval of duplicative and fraudulent Claims. The Claims Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Claims Administrator to: (i) verify that the information set forth in, or attached to, a Claim Form is accurate, and the Claimant is a Settlement Class Member; and (ii) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent. Defendant shall have the right to audit all Claims to confirm that Claims are valid. The Claims Administrator's decision, including the Claims Administrator's decision regarding whether a Claimant is a Settlement Class Member, and whether a Claim is valid and timely, whether a Claim is duplicative or fraudulent, shall be non-appealable, final, and binding upon the Parties and the Claimant.

3.7 Right to Verify and Prevent Duplicate, Counterfeit and Fraudulent Vouchers/Direct Benefit Vouchers. Kipling and/or the Claims Administrator may review any Voucher or Direct Benefit Voucher presented at Kipling's California outlet stores to determine whether it is valid and has not expired, and to prevent the use of duplicate, counterfeit, and fraudulent Vouchers or Direct Benefit Vouchers. Kipling and/or the Claims Administrator reserve the right to decline any Voucher or Direct Benefit Voucher that Kipling and/or the Claims Administrator believes is invalid, has expired, is a duplicate, is counterfeit, or is fraudulent. In the event that a Voucher or Direct Benefit Voucher is declined and the Claimant disputes the decision, Kipling or, if the Claims Administrator declined the Voucher or Direct Benefit Voucher, the Claims Administrator, will meet in good faith in an attempt to resolve the dispute.

3.8 Objections. Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to Section 3.9 below, and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must file written objections with the Court, with copies delivered to the Claims Administrator, Kipling's Counsel and Class Counsel on or before the Response Deadline.

(a) The delivery date of any written objection is deemed to be the date the objection is deposited in the U.S. Mail, as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator, Kipling's Counsel and Class Counsel.

(b) Any written objections must contain: (i) the name and case number of the Action; (ii) 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; (iii) the words "Notice of Objection" or "Formal Objection"; (iv) in clear and concise terms, the legal and factual arguments supporting the objection; (v) facts supporting the person's status as a Settlement Class Member (e.g., the date and location of his/her Qualifying Purchase(s) and description of item(s) purchased); (vi) the Settlement Class Member's signature and the date; and (vii) 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."

(c) Any Settlement Class Member who submits a written objection, as described in this section, has the option to, but is not required to, appear at the Fairness Hearing, either in person or through personal counsel, hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Settlement Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If an objecting Settlement Class Member (either with or without his or her attorney, or through his or her attorney acting on his or her behalf) intends to speak at the Fairness Hearing in support of the objection, the Settlement Class Member's objection must state this intention in a "Notice of Intention to Appear" served on the Claims Administrator, Class Counsel and Kipling's Counsel no later than fifteen (15) calendar days before the Fairness Hearing. If the objecting Settlement Class Member intends to appear at the Fairness Hearing with or through counsel, he or she must also identify the attorney(s) representing the objector 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 counsel is admitted in the Notice of Intention to Appear. If the objecting Settlement Class Member (or the Settlement Class Member's counsel) intends to request the Court to allow the Settlement Class Member to call witnesses at the Fairness Hearing, such request must be made in the Settlement Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Settlement Class Members who submit timely objections, including Notices of Intention to Appear, may speak at the Fairness Hearing. If a Settlement Class Member makes an objection through an attorney, the Settlement Class Member will be responsible for his or her personal attorneys' fees and costs.

3.9 Exclusion from the Settlement Class. Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Settlement Agreement. To make this election, a Settlement Class Member must send a signed letter or postcard to the Claims

Administrator, postmarked no later than the Response Deadline, stating: (i) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion, as well as the email address(es) he or she believes was used to make a Qualifying Purchase; and (c) a statement that he or she does not wish to participate in the Settlement. No later than seven (7) calendar days before the filing date for Plaintiff's motion in support of the Final Order and Judgment, the Claims Administrator shall provide to Class Counsel and Kipling's Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class.

3.10 Final Order and Judgment. Before the Fairness Hearing, Plaintiff shall apply for Court approval of a proposed Final Order, substantially similar to the form attached hereto as **Exhibit F**. Class Counsel shall draft the motion papers. Kipling shall be permitted, but is not required, to file its own brief or statement of non-opposition in support of the Final Order and Judgment. Subject to the Court's approval, the Final Order and Judgment shall, among other things:

- (a) finally approve the Settlement Agreement as fair, reasonable and adequate;
- (b) finally certify the Settlement Class, pursuant to California Code of Civil Procedure § 382;
- (c) find that the Notice and the Notice dissemination methodology complied with the Settlement Agreement, California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California Constitution and United States Constitution;
- (d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Vouchers, payment of Plaintiff's Individual Service Award, and payment of Class Counsel's fees and costs;
- (e) incorporate the releases set forth in the Settlement Agreement;
- (f) dismiss the Action with prejudice; and
- (g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, and/or enforcement of the Agreement and/or the Final Order and Judgment, and for any other necessary purpose.

3.11 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement, including but not limited to pursuant to Section 664.6 of the California Code of Civil Procedure.

4. Nullification of Settlement Agreement.

4.1 Kipling's Right to Revoke. Kipling has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the Fairness Hearing if: (i) the Court makes an order inconsistent with any of the terms of this Settlement Agreement (except for an order reducing the Class Counsel's award of attorneys' fees and costs or the Individual Service

Award); or (ii) any court following the signing of this Settlement Agreement, but before the Fairness Hearing, certifies, whether on a conditional basis or not, a class, collective, or representative action involving a claim described in the Actions by potential Settlement Class Members covered by this Settlement; or (iii) more than three hundred (300) Settlement Class Members timely and validly opt out of the Settlement; or (iv) Plaintiff breaches the Settlement Agreement.

4.2 Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement was entered into only for the purpose of Settlement. If any of the following events occur, then this Settlement Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective *positions status quo ante*, and as if this Settlement Agreement was never executed: (i) Kipling invokes its right to revoke pursuant to Section 4.1 above; (ii) the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties; (iii) the Court does not approve the Settlement or enter the Final Order and Judgment; or (iv) the Final Settlement Date does not occur for any reason. If any of the afore-described events occurs, then: (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Settlement Class, conditional appointment of Named Plaintiff as Class representative, and conditional appointment of Plaintiff's Counsel as Class Counsel; (b) the Action will revert to the status that existed before Named Plaintiff filed her motion for approval of the Preliminary Approval Order, and Plaintiff will agree to work with Kipling in good faith to remove the Action to federal court if Defendant intends to seek removal; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' Settlement discussions, negotiations or documentation will have any effect, or be admissible into evidence, for any purpose in the Actions or any other proceeding. If the Court does not approve the Settlement or enter the Final Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Kipling shall retain all its rights to object to the maintenance of the Actions as a class action, and nothing in this Settlement Agreement, or other papers or proceedings related to the Settlement, shall be used as evidence or argument by any Party concerning whether the Actions may properly be maintained as a class action.

5. ADDITIONAL PROVISIONS.

5.1 Change of Time Periods. All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class.

5.2 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after extensive negotiations, including one mediation session conducted with the assistance of the Honorable Ann I. Jones (Ret.).

5.3 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that, except as provided herein, neither the Released 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 Settlement 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 Settlement 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 Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement 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 Released Claims 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 Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Actions. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

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

5.10 Headings and Formatting of Definitions. The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

5.11 Exhibits. The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

5.12 Modifications and Amendments. No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

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 the laws of the State of California, without regard to its conflict of law principles.

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 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 Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

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

5.17 Continuing Jurisdiction. On and after the Final Settlement Date, the Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

5.18 Counterparts. This Settlement 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 may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

5.19 Recitals. The Recitals are incorporated by this reference and are part of the Settlement Agreement.

5.20 Inadmissibility. This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Order and Judgment.

5.21 No Conflict Intended. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

5.22 Disposal of the Settlement Class List. Within six (6) months after the Final Settlement Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4, all originals, copies, documents, transcriptions, iterations, or drafts of the contact information for Settlement Class Members or any portion thereof shall be returned to Kipling by the Claims Administrator.

5.23 Notices. Any Notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party in connection therewith, shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Kipling, to the attention of Kipling's Counsel, and if to Settlement Class Members, to the attention of Class Counsel on their behalf.

CLASS COUNSEL	KIPLING'S COUNSEL
Todd D. Carpenter, Esq. Scott G. Braden, Esq. LYNCH CARPENTER, LLP 9171 Towne Centre Dr, Ste 180 San Diego, CA 92122	Michael D. Roth, Esq. KING & SPALDING LLP 633 West Fifth Street Suite 1600 Los Angeles, CA 90071

5.24 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order

Exhibit B: Full Notice

Exhibit C: Email Notice

Exhibit D: Digital Publication Notice

Exhibit E: Claim Form

Exhibit F: [Proposed] Order Granting Final Approval of Class Settlement

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

Dated: _____

CHRISTINA CALCAGNO

Dated: March 27, 2025

DocuSigned by:
Rayan Naouchi

KIPLING APPAREL CORP.

By: Rayan Naouchi

Title: AGC, Labor & Employment

CLASS COUNSEL	KIPLING'S COUNSEL
Todd D. Carpenter, Esq. Scott G. Braden, Esq. LYNCH CARPENTER, LLP 9171 Towne Centre Dr, Ste 180 San Diego, CA 92122	Michael D. Roth, Esq. KING & SPALDING LLP 633 West Fifth Street Suite 1600 Los Angeles, CA 90071

5.24 List of Exhibits: The following exhibits are attached to this Settlement Agreement:

Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order

Exhibit B: Full Notice

Exhibit C: Email Notice

Exhibit D: Digital Publication Notice

Exhibit E: Claim Form

Exhibit F: [Proposed] Order Granting Final Approval of Class Settlement

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

Dated: 3/28/2025 _____

DocuSigned by:

 68E5C7425B81499...
 CHRISTINA CALCAGNO

Dated: _____

 KIPLING APPAREL CORP.

By: _____

Title: _____

EXHIBIT A
[PROPOSED] PRELIMINARY APPROVAL AND PROVISIONAL CLASS CERTIFICATION
ORDER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

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

Plaintiff,

v.

KIPLING APPAREL CORP., a Delaware
corporation, and DOES 1 – 50, inclusive,

Defendant.

Case No. 25CU000125N

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS SETTLEMENT AND
PROVISIONAL CLASS CERTIFICATION**

On _____ (month) ____ (day), 2024, this Court heard Plaintiff Christina Calcagno’s
unopposed motion for preliminary approval of class settlement and provisional class certification.
This Court reviewed the motion, including the Settlement Agreement and Release (the “Settlement
Agreement”). Based on this review and the findings below, the Court finds good cause to grant the
motion.¹

FINDINGS:

1. The Settlement Agreement appears to be the product of serious, informed,
non-collusive, arm’s-length negotiations with Defendant Kipling Apparel Corp., (“Kipling”), and
falls within the range of possible approval as fair, reasonable and adequate.

2. The Full Notice, Email Notice, Digital Publication Notice, and Claim Form
(attached to the Settlement Agreement), (a) constitute the best such forms and notice practicable

¹ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms
in the Settlement Agreement.

1 under the circumstances; (b) the method for providing notice to Settlement Class Members set forth
2 in the Settlement Agreement constitutes valid, due, and sufficient notice to all members of the
3 Settlement Class; (c) the notice is reasonably calculated, under the circumstances, to apprise the
4 Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves
5 from the proposed Settlement; and (d) the Notices and Notice plan set forth in the Agreement
6 comply fully with the requirements of California Code of Civil Procedure § 382, California Rules
7 of Court, rules 3.766 and 3.769, the California and United States Constitutions, and other applicable
8 law.

9 3. For Settlement purposes only, the Settlement Class is so numerous that joinder of
10 all Settlement Class Members is impracticable.

11 4. For Settlement purposes only, Plaintiff's claims are typical of Settlement Class
12 claims.

13 5. For Settlement purposes only, there are questions of law and fact common to the
14 Settlement Class, which predominate over any questions affecting only individual Class Members.

15 6. For Settlement purposes only, class certification is superior to other available
16 methods for the fair and efficient adjudication of the controversy.

17 **IT IS ORDERED THAT:**

18 1. **Settlement Approval.** The Settlement Agreement, including the Full Notice, Email
19 Notice, Digital Publication Notice and Claim Form, attached to the Settlement Agreement as
20 Exhibits B-E are preliminarily approved.

21 2. **Provision of Class Notice.** Class Counsel through the Claims Administrator will
22 notify Settlement Class Members of the Settlement in the manner specified under Section 3.3 of the
23 Settlement Agreement.²

24 3. **Claim for a Voucher.**

25 **(a) Claim-in-Settlement-Class Members.** Settlement Class Members who are
26 not Direct Benefit Settlement Class Members must submit a complete, valid, and sufficient

27 ² The Parties may make non-substantive edits to the form of the Class Notice of Proposed Settlement
28 of Class Action without further order from the Court. Similarly, the Parties may make non-
substantive edits to the form of the proposed orders attached to the Settlement Agreement as
Exhibits A and F.

Claim Form on or before the Response Deadline in order to be included in the distribution of the ten (\$10.00) Vouchers. The Claim Form shall require the Settlement Class Member to confirm via a valid signed affidavit as follows: “Between December 8, 2019 and [date of preliminary approval], I made one or more purchases at Kipling’s California outlet stores in part because the purchases were advertised as discounted prices. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.” Settlement Class Members who submit a complete, valid and sufficient Claim Form and do not request to exclude himself or herself from the Settlement will receive via email a Voucher no later than sixty (60) calendar days after the Final Settlement Date.

(b) Direct Benefit Settlement Class Members. Direct Benefit Settlement Class Members who have not validly excluded themselves from the Settlement, will receive a Direct Benefit Voucher (\$10.00) via email no later than sixty (60) calendar days after the Final Settlement Date.

4. The Claims Administrator shall review all submitted Claim Forms for completeness, legibility, validity, accuracy, and timeliness. The Claims Administrator may employ adequate and reasonable procedures and standards to prevent the approval of duplicative and fraudulent Claims. The Claims Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Claims Administrator to: (a) verify that the information set forth in or attached to a Claim Form is accurate and the Claimant is a Settlement Class Member; and (b) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent.

5. **Objection to Settlement.** Settlement Class Members who have not submitted a timely written exclusion request pursuant to Paragraph 7 below and who want to object to the Settlement Agreement must file written objections with the Court, with copies delivered to the Claims Administrator, Class Counsel, and Kipling’s Counsel no later than ninety (90) calendar days after issuance of the Class Notices. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector’s responsibility to ensure receipt of any objection by the Claims Administrator, Kipling’s Counsel and Class Counsel

on or before the deadline. The objection must include: (a) the name and case number of the Action; (b) the objecting 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 Action; (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 objector's status as a Settlement Class Member (e.g., the date of his/her and description of the item(s) purchased); (f) the objecting Settlement Class Member's signature and the date; and (h) the following language immediately above the objecting 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." Any Settlement Class Member who submits a written objection, as described in this section, has the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. Settlement Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing, however, must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If the objecting Settlement Class Member intends to appear at the Fairness Hearing through counsel, he or she must also identify the attorney(s) representing the objector 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 counsel is admitted. If the objecting Settlement Class Member intends to request the Court allow the Settlement Class Member to call witnesses at the Fairness Hearing, such request must be made in the Settlement Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Settlement Class Members who submit timely objections containing Notices of Intention to Appear or their counsel may speak at the Fairness Hearing.

6. **Failure to Object to Settlement.** Settlement Class Members who fail to object to the Settlement Agreement in the manner specified in paragraph 5 above will: (a) be deemed to have waived their right to object to the Settlement Agreement; (b) be foreclosed from objecting (whether

by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (c) not be entitled to speak at the Fairness Hearing.

7. **Requesting Exclusion.** Settlement Class Members who want to be excluded from the Settlement Class must send a signed letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, telephone number, and email address of the person requesting exclusion; and (c) a statement that the person does not wish to participate in the Settlement, postmarked no later than ninety (90) calendar days after issuance of the Class Notices.

8. **Provisional Certification.** The Settlement Class is provisionally certified as All persons, within the United States, who, within the Class Period, 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.

9. **Conditional Appointment of Class Representative, Class Counsel, and Claims Administrator.** Plaintiff Christina Calcagno is conditionally certified as the Settlement Class representative to implement the Parties' Settlement in accordance with the Settlement Agreement. The law firm of Lynch Carpenter, LLP is conditionally appointed as Class Counsel. Plaintiff and Class Counsel must fairly and adequately protect the interests of the Settlement Class. ____ is appointed as the Claims Administrator.

10. **Termination.** If the Settlement Agreement terminates for any reason, the following will occur: (a) class certification will be automatically vacated; (b) Plaintiff will stop functioning as Settlement Class representative; (c) Class Counsel will stop functioning as Class Counsel; (d) this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, with the exception of Plaintiff's filing of the Complaint; and (e) the Parties will meet and confer regarding pleading deadlines, a discovery schedule, and a case timeline, and all case deadlines will be stayed until the Court holds a Case Management Conference and issues an appropriate schedule. This Order will not waive or otherwise impact the Parties' rights or arguments.

11. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

12. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

13. **Further Procedures.** Counsel for the Parties are hereby authorized to agree to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

14. **Fairness Hearing.** On _____ (month) ____ (day), 2025, at _____, this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. Based on the date of this Order and the date of the Fairness Hearing, the following are the certain associated dates in this Settlement:

Event	Timing
Last day for Class Counsel, through the Claims Administrator, to send Email Notice, start operating Settlement Website, and issue the Digital Publication Notice, and for Defendant to issue the In-Store Publication Notice	30 calendar days after entry of this Order
Last day for Plaintiff to file fee petition	60 calendar days after entry of this Order
Last day for Settlement Class Members to submit a Claim Form, request exclusion, or object to the Settlement	90 calendar days after issuance of Class Notice
Last day for Parties to file briefs in support of the Final Order and Judgment, and to respond to any objections to the Settlement	14 days before Fairness Hearing

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting, Kipling will not be required to provide any additional notice to Settlement Class Members.

DATED: _____
San Diego Superior Court Judge

EXHIBIT B
FULL NOTICE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

CHRISTINA CALCANO, 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 [MONTH] [DAY], [YEAR],
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 Member³ 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.

³ Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available [HERE](#)

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 _____ (the “Class Period”): you will receive one (1) Voucher after completion of a Claim Form. Visit the Settlement Website, located at _____, to obtain a Claim Form.	Deadline: _____
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: _____
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: _____
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: _____
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.***

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION	4
1. Why did I get this notice?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a Settlement?	
5. How do I know if I am part of the Settlement?	
6. I'm still not sure if I am included.	
THE PROPOSED SETTLEMENT.....	5
7. What relief does the Settlement provide to the Settlement Class Members?	
HOW TO RECEIVE A VOUCHER – SUBMITTING A CLAIM FORM	5
8. How can I get a Voucher(s)?	
9. When will I get my Voucher(s)?	
THE LAWYERS IN THIS CASE AND THE NAMED PLAINTIFF	6
10. Do I have a lawyer in this case?	
11. How will the lawyers be paid?	
12. Will the Named Plaintiff receive any compensation for her efforts in bringing this Action?	
DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS.....	6
13. What am I giving up to obtain relief under the Settlement?	
HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT	7
14. How do I exclude myself from the Settlement?	
HOW TO OBJECT TO THE SETTLEMENT.....	7
15. How do I tell the Court that I disagree with the Settlement?	
16. What is the difference between excluding myself and objecting to the Settlement?	
FAIRNESS HEARING.....	8
17. What is the Fairness Hearing?	
18. When and where is the Fairness Hearing?	
19. May I speak at the hearing?	
ADDITIONAL INFORMATION.....	9
20. How do I get more information?	
21. What if my address or other information has changed or changes after I submit a Claim Form?	

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 the date of the Preliminary Approval Order), 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 _____ and the U.S. postal (mailing) address is _____.

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 Settlement Class Members." Kipling has further agreed to provide to each Settlement Class Member who is not a Direct Benefit Settlement 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 by clicking [HERE](#) or on the Internet at the website _____. The Claim Form may be submitted electronically or by postal

mail. Read the instructions carefully, fill out the Claim Form, and postmark it by _____ or submit it online on or before 11:59 p.m. (Pacific) on _____.

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

As described in Sections 17 and 18 below, the Court will hold a hearing on _____ at _____, 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 _____. *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 [HERE](#), 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 _____ 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 _____ to the Claims Administrator at:

Calcagno v. Kipling Settlement, No. _____
c/o _____

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) _____.

Calcagno v. Kipling Settlement, No. _____
c/o _____

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 _____, 2025 at _____ 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. _____ in Courtroom ____ 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 _____ 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: _____. Alternatively, you may contact the Claims Administrator at the email address: _____ or the U.S. postal (mailing) address: _____.

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. _____

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

Dated: _____, 2025

By: Order of the Superior Court of California
HONORABLE _____
SUPERIOR COURT JUDGE

EXHIBIT C
EMAIL NOTICE

To: _____
From: _____
Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

IF YOU MADE A PURCHASE FROM KIPLING'S CALIFORNIA OUTLET STORES BETWEEN DECEMBER 8, 2019 AND [MONTH] [DAY], [YEAR], 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.

Why did I get this Notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Superior Court of California, County of San Diego ("Court") titled *Christina Calcagno et al. v. Kipling Apparel Corp.* (the "Action"). According to available records, you might be a "Settlement Class Member." The purpose of this Email 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 Action about? The Action was filed against Kipling Apparel Corp. ("Kipling" or "Defendant") by Plaintiff Christina Calcagno alleging Kipling engaged in misleading advertising by advertising 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. **No court has decided which side is right. But both sides agreed to provide benefits to Class Members and resolve the Action.**

Am I a Settlement Class Member? You are a "Settlement Class Member" if you purchased from Kipling's California outlet stores, one or more products at discounts from an advertised reference price and have not received a refund or credit for your purchase(s) during the Class Period (**December 8, 2019 until the date of the Preliminary Approval Order**). Excluded from the Settlement Class are Kipling's Counsel, Kipling's officers, directors and employees, and the judge presiding over the Action.

What relief does the Settlement provide? Kipling has agreed to provide each Settlement Class Member 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 Settlement Class Members."

Kipling has further agreed to provide to each Settlement Class Member who is not a Direct Benefit Settlement Class Member and who timely 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.

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by _____, or you won't be able to sue Kipling about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Voucher from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed Notice available at _____ explains how to request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement, and a request by the lawyers representing all Settlement Class Members (Lynch Carpenter, LLP) for up to \$600,000 in attorneys' fees, costs, and Individual Service Award for the Named Plaintiff (Christina Calcagno) who will request for \$2,500 for her service. 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, visit _____. You may also write to the Claims Administrator at the email address: _____ or the postal address: _____.

EXHIBIT D
DIGITAL PUBLICATION NOTICE

Digital Noticing Ad Mockups

Created for *Calcagno v. Kipling Apparel Corp*




LEGAL NOTICE

If you purchased an item from a Kipling California Outlet Store that was advertised as discounted from a higher price, a class action settlement may affect your rights.

Learn More

Settlement Website.com




160x600 px

LEGAL NOTICE

If you purchased an item from a Kipling California Outlet Store that was advertised as discounted from a higher price, a class action settlement may affect your rights.

Learn More

Settlement Website.com



300x600 px

FRAME 1

LEGAL NOTICE – CLASS ACTION SETTLEMENT

If you purchased an item from a Kipling California Outlet Store that was advertised as discounted from a higher price, a class action settlement may affect your rights.

Learn More

SettlementWebsite.com

FRAME 2

FRAME 3

728x90 px

FRAME 1

LEGAL NOTICE

If you purchased an item from a Kipling California Outlet Store that was advertised as discounted from a higher price,

Learn More

FRAME 2

FRAME 3

300x250 px

Google Search Ad

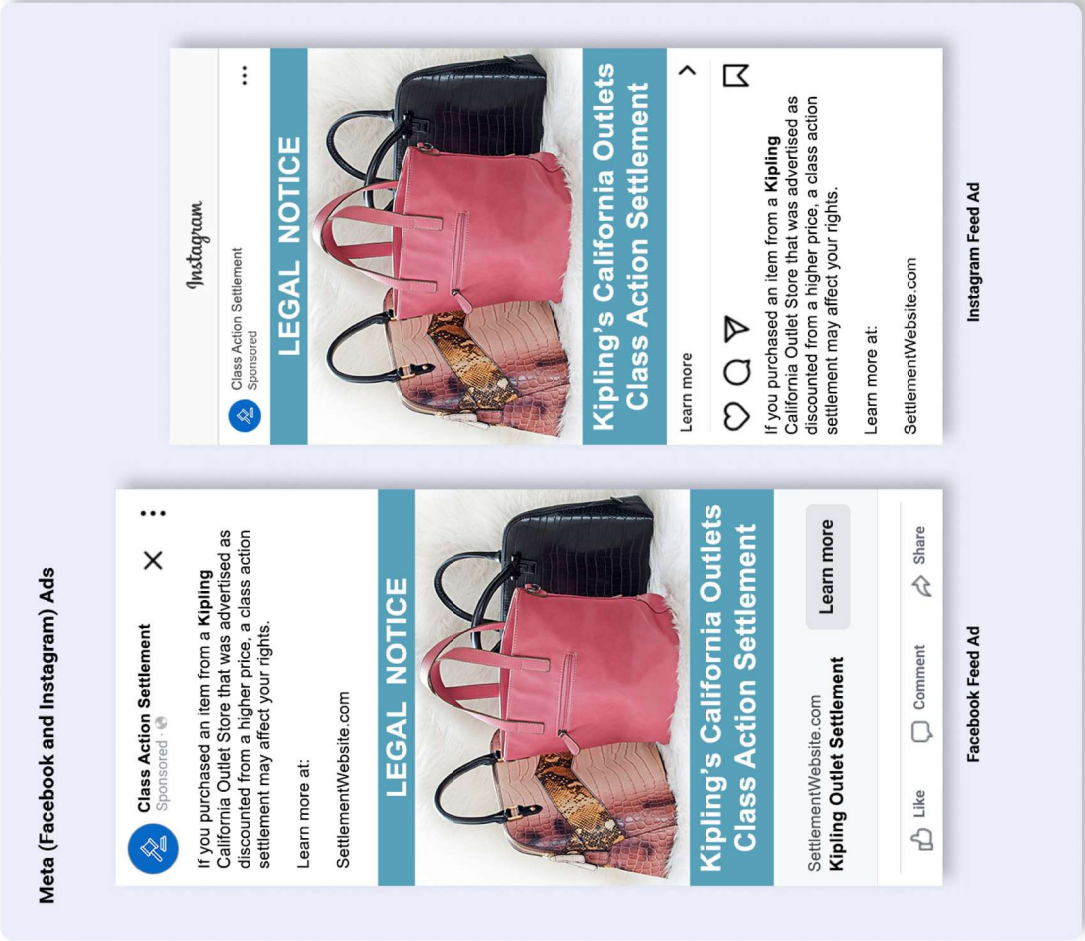
Ad • SettlementWebsite.com

Kipling California Outlets | Class Action Settlement | Court Authorized Notice

Did you buy an item from a California Kipling's outlet store advertised at a discount? A class action settlement may affect your rights.

Digital Noticing Ad Mockups

Created for *Calcagno v. Kipling Apparel Corp.*



Note: Meta ads are assembled by the platform from approved images and text. The images above are representative of the wide variety of ads that will run on Facebook and Instagram.

EXHIBIT E
CLAIM FORM

CALCAGNO ET AL. v. KIPLING APPAREL CORP. CLAIM FORM

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN _____.

PERSONAL INFORMATION. Please legibly print or type the following information requested below. *This information will be used to deliver your Voucher(s) and communicate with you if any problems arise with your Claim.*

Name (first, middle, and last): _____

Residential Street Address: _____

City, State, and ZIP code: _____

Email Address (including those used for purchases at Kipling's California outlet stores since December 8, 2019): _____

Telephone Number: (_____) _____

CONFIRMATION OF SETTLEMENT CLASS MEMBERSHIP. I declare that between December 8, 2019, and [date of preliminary approval], I made one or more purchases at a Kipling California Outlet Store in part because they were advertised as discounted prices and have not received a refund or credit for my purchase(s).

The Claims Administrator and/or Kipling may verify your Claim.

ACKNOWLEDGEMENT. I have received Notice of the Class Settlement in this Action and I am a member of the Settlement Class of persons described in the Notice. I agree to release all the claims, known and unknown, stated in Section 2.8 of the Settlement Agreement. I submit to the jurisdiction of the Superior Court of California, County of San Diego, with regard to my Claim and for purposes of enforcing the release of claims stated in the Settlement Agreement. I am aware that I can obtain a copy of the Full Notice and Settlement Agreement at _____ or by writing the Claims Administrator at the email address: _____ or the postal address: _____. I agree to furnish additional information to support this Claim if required to do so.

IF SUBMITTED ELECTRONICALLY:

☐ **I agree that by submitting this Claim Form I certify under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.**

IF SUBMITTED BY U.S. MAIL:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Dated: _____

Signature: _____

EXHIBIT F
[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF CALIFORNIA	
COUNTY OF SAN DIEGO	
CHRISTINA CALCAGNO, on behalf of herself and all others similarly situated, Plaintiff, v. KIPLING APPAREL CORP., a Delaware Corporation, and DOES 1-50, inclusive, Defendant.	Case No. 25CU000125N [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

On _____ (month) ____ (day), 2025, this Court heard Plaintiff Christina Calcagno’s motion for final approval of the Class⁴ Settlement. This Court reviewed: (a) the motion and the supporting papers, including, the Settlement Agreement and Release (“Settlement Agreement”); (b) any objections filed with, or presented to, the Court; (c) the Parties’ responses to any objections; and (d) counsels’ arguments. Based on this review and the findings below, the Court found good cause to grant the motion and approve the settlement.

FINDINGS:

1. Upon review of the record, the Court hereby finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and therefore approves it.

⁴ Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

2. The Court also finds that extensive arm's-length negotiations have taken place, in good faith, between Class Counsel and Kipling's Counsel resulting in the Settlement Agreement. These negotiations were presided over by the experienced Honorable Ann I. Jones (Ret.).

3. The Settlement Agreement provides substantial value to the Settlement Class in the form of Vouchers and Direct Benefit Vouchers.

4. Class Counsel provided Notice to Settlement Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure § 382, due process, and California Rules of Court, rules 3.766 and 3.769(f). The Notices: (i) fully and accurately informed Settlement Class Members about the Action and Settlement; (ii) were the best forms of notice practicable under the circumstances; (iii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the Settlement; (iv) provided procedures for Settlement Class Members to submit written objections to the proposed Settlement, to appear at the Fairness Hearing, and to state objections to the proposed Settlement; and (v) provided the time, date, and place of the final Fairness Hearing.

5. The Parties adequately performed their obligations under the Settlement Agreement.

6. For the reasons stated in the Preliminary Approval and Provisional Class Certification Order, and having found nothing in any submitted objections that would disturb these previous findings, this Court finds and determines that the proposed Class, as defined below, meets all of the legal requirements for class certification, for Settlement purposes only, under California Code of Civil Procedure § 382.

7. An award of \$600,000 in attorneys' fees, and costs to Class Counsel is fair and reasonable in light of the nature of this Action, Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained for the Settlement Class.

8. An incentive award to Named Plaintiff Christina Calcagno of \$2,500 is fair and reasonable in light of: (a) Named Plaintiff's risks (including financial, professional, and emotional) in commencing this Action as the Settlement Class Representative; (b) the time and effort spent by

1 Named Plaintiff in litigating this Action as the Settlement Class Representative; and (c) Named
2 Plaintiff's public interest service.

3 **IT IS ORDERED THAT:**

4 1. **Settlement Class Members.** The Settlement Class Members are defined as:

5 All persons, within the United States, who, within the Class Period (December 8,
6 2019, until the date of Preliminary Approval), purchased from Kipling's California
7 outlet stores one or more products at discounts from an advertised reference price
8 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.

9 2. **Binding Effect of Order.** This Order applies to all claims or causes of action settled
10 under the Settlement Agreement, and binds all Settlement Class Members, including those who did
11 not properly request exclusion under Paragraph 7 of the Preliminary Approval and Provisional
12 Class Certification Order. This order does not bind persons who submitted timely and valid requests
13 for exclusion.

14 3. **Release.** Named Plaintiff and all Settlement Class Members who did not properly
15 request exclusion are: (a) deemed to have released and discharged Kipling from all claims arising
16 out of, or asserted in, this Action and claims released under the Settlement Agreement; and
17 (b) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or
18 indirectly, these claims. The full terms of the release described in this paragraph are set forth in
19 Sections 1.29, 1.30, 2.8, and 2.9 of the Settlement Agreement and are specifically incorporated
20 herein by this reference.

21 4. **Class Relief.** Kipling, through the Claims Administrator, shall provide to each
22 Direct Settlement Class Member one (1) Direct Benefit Voucher. Kipling, through the Claims
23 Administrator, shall provide each Settlement Class Member who is not a Direct Settlement Class
24 Member, and who timely submits a valid Claim Form by the Response Deadline, one (1) Voucher.

25 5. **Attorneys' fees and costs.** Class Counsel is awarded \$600,000 in fees, costs, and
26 Class administration costs. Payment shall be made pursuant to the timeline stated in Section 2.4 of
27 the Settlement Agreement.

6. **Incentive Awards.** Named Plaintiff Christina Calcagno is awarded \$2,500 total as an Individual Service Award. Payment shall be made pursuant to the timeline stated in Section 2.4 of the Settlement Agreement.

7. **Court's Jurisdiction.** Pursuant to the Parties' request, the Court will retain jurisdiction over this Action and the Parties until final performance of the Settlement Agreement.

DATED: _____

SUPERIOR COURT JUDGE