

**United States District Court
Central District of California**

IF YOU WORKED AS A NON-EXEMPT EMPLOYEE AT ABERCROMBIE & FITCH, HOLLISTER, ABERCROMBIE, AND/OR GILLY HICKS (“ABERCROMBIE STORES”), IN CALIFORNIA, FROM SEPTEMBER 16, 2009, TO THE PRESENT, A CLASS ACTION LAWSUIT MAY AFFECT YOUR RIGHTS.

A court authorized this notice. This is not a solicitation from a lawyer.

Persons who worked at Abercrombie Stores have sued Abercrombie & Fitch Co. and Abercrombie & Fitch Stores, Inc. (“Abercrombie”), seeking recovery of allegedly unpaid wages, business expenses and penalties.

You may be part of this class action if you worked as a non-exempt employee at one or more Abercrombie Store in California from September 16, 2009 to the present and, during your employment, purchased Abercrombie clothing or footwear. For a precise description of each of the four subclasses certified, see the answer to Question 10, below.

The Court has not yet decided whether Abercrombie did anything wrong. There is no money available now, and no guarantee that there will be. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p style="text-align:center">Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you keep your right to participate in any settlement or judgement reached in this lawsuit, which may result in money or other benefits for you and other Class members. However, by doing nothing, you may also give up any right(s) to sue Abercrombie separately for the same legal claims asserted in this lawsuit. Your continued participation in this lawsuit does not guarantee that you will receive money or other benefits.</p>
ASK TO BE EXCLUDED	<p style="text-align:center">Get out of this lawsuit. Get no benefits from it. Keep certain rights.</p> <p>If you ask to be excluded from this lawsuit, and money or benefits are later awarded, you won't share in such money or benefits. However, by asking to be excluded from this lawsuit, you keep any right(s) to sue Abercrombie separately for the same legal claims asserted in this lawsuit.</p>

Your options are explained in this notice. To ask to be excluded, you must act before **June 20, 2016**.

Lawyers must prove the claims against Abercrombie at a trial with a date to be determined. If money or benefits are obtained from Abercrombie, you will be notified about how to ask for a share.

Any questions? Read on and/or call the lawyers listed in the Notice.

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BASIC INFORMATION

1. Why did I get this notice?

Abercrombie's records show that you were employed at an Abercrombie Store in California between September 16, 2009 and the present (the "Class Period"). This notice explains that the Court has allowed, or "certified," a class action lawsuit that may affect you. You have legal rights and options that you may exercise before the Court decides whether the claims being made against Abercrombie, on your behalf, are correct. Judge Jesus G. Bernal of the Central District Court of California is overseeing this class action. The lawsuit is known as *Brown v. Abercrombie & Fitch Co., et al.*, Case No. 2:14-cv-01242-JGB-VBK.

2. What is this lawsuit about?

The claims that were certified as a class action in this lawsuit concern whether Abercrombie coerced or compelled class members to purchase Abercrombie clothing and/or footwear, whether class members were required to purchase Abercrombie clothing and/or footwear that constituted a uniform, whether Abercrombie failed to pay minimum wages, whether Abercrombie issued accurate wage statements, and whether Abercrombie paid all wages due at termination or resignation of employment.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case Alexander Brown and Arik Silva) sue on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The workers who sued — and all the Class Members like them — are called the Plaintiffs. The company they sued (in this case Abercrombie) is called the Defendant. One court resolves the issues for everyone in the Class — except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The Court decided that this lawsuit should proceed as a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal Court. Specifically, the Court found that:

- The class is so large or "numerous" that getting all class members together is impracticable;
- There are legal questions and facts that are common to the class;
- The Class Representatives' claims are typical of the claims of the rest of the Class;
- The Class Representatives and the lawyers representing the Class will fairly and adequately represent the Class' interests;

More information about why the Court certified the class is in the Court's Order, which is available at www.AbercrombieLawsuit.com and at the Central District of California Court.

THE CLAIMS IN THE LAWSUIT

5. What does the lawsuit complain about?

The class action claims that were certified in this lawsuit include claims that Abercrombie:

Failed to indemnify business expenses (namely, clothing and/or footwear purchases); compelled employees to patronize Abercrombie stores (that is, required employees to purchase Abercrombie clothing and/or footwear); failed to pay minimum wages by requiring employees to purchase Abercrombie clothing and/or footwear; failed to furnish accurate wage statements; failed to pay all wages due employees upon termination or resignation (“waiting time penalties”); engaged in unfair business practices in violation of California Business and Professions Code § 17200, *et seq.*; and should be enjoined from the conduct described above. You can get a copy of the Plaintiffs’ Second Amended Class Action Complaint at www.AbercrombieLawsuit.com, at the Central District of California Court or through Class Counsel, who can be reached at 877-964-4915.

6. How does Abercrombie answer?

Abercrombie denies that it did anything wrong and says that it complied with California law with respect to the allegations brought in the lawsuit. Specifically, Abercrombie maintains that its policies state that associates are not required to purchase or wear clothes from Abercrombie, and that it does not require associates to wear clothing of a distinctive design or color. You can get a copy of the Abercrombie’s Answer to the Class Action Complaint at www.AbercrombieLawsuit.com, at the Central District of California Court, or through Class Counsel, who can be reached at 877-964-4915.

7. Has the Court decided who is right?

The Court hasn’t decided whether Abercrombie or the Plaintiffs are correct. By establishing the Class and issuing this Notice, the Court is not suggesting that the Plaintiffs will win or lose this case. The Plaintiffs must prove their claims at a trial. (See “The Trial” below on page 7.)

8. What are the Plaintiffs asking for?

The Plaintiffs are asking for Abercrombie to pay wages and expense reimbursements allegedly owed to class members and penalties for the failure to provide accurate wage statements and for the failure to pay all wages owed to workers at the termination or resignation of their employment. The Plaintiffs also are asking that Abercrombie be stopped from engaging in the alleged employment practices described above in the future.

9. Is there any money available now?

No. No money or benefits are available now because the Court has not yet decided whether Abercrombie did anything wrong. There is no guarantee that money or benefits will ever be obtained.

WHO IS IN THE CLASS

You need to decide whether you are affected by this lawsuit.

10. Am I part of this Class?

Judge Bernal certified the following subclasses:

- (1) Subclass 1: California Labor Code Section 450 — UCL Subclass:
“All persons who were employed as non-exempt hourly employees, excluding Store Managers, who worked at Abercrombie & Fitch Co.’s and Abercrombie & Fitch Stores, Inc.’s California stores (including, Abercrombie & Fitch, abercrombie, Abercrombie Kids, Hollister, and Gilly Hicks) from September 16, 2009, to the present, and who purchased “AAA”-classified clothing during employment according to Abercrombie’s records.”
- (2) Subclass 2: California Labor Code Section 450 — Minimum Wage Subclass:
“All persons who were employed as non-exempt hourly employees, excluding Store Managers, who were paid no more than minimum wage, who worked at Abercrombie & Fitch Co.’s and Abercrombie & Fitch Stores, Inc.’s California stores (including, Abercrombie & Fitch, abercrombie, Abercrombie Kids, Hollister, and Gilly Hicks) from September 16, 2009, to the present, and who purchased “AAA”-classified clothing during employment as shown by Abercrombie’s records.”
- (3) Subclass 3: Uniform Subclass:
“All persons who were employed as non-exempt hourly employees, who worked at Abercrombie & Fitch Co.’s and Abercrombie & Fitch Stores, Inc.’s California stores (including, Abercrombie & Fitch, abercrombie, Abercrombie Kids, Hollister, and Gilly Hicks) from September 16, 2009, to the present, who purchased Abercrombie clothing during their employment as shown by Abercrombie’s records.”
- (4) Subclass 4: Footwear Subclass:
“All persons who were employed as non-exempt hourly employees, who worked at Abercrombie & Fitch Co.’s and Abercrombie & Fitch Stores, Inc.’s California stores (including, Abercrombie & Fitch, abercrombie, Abercrombie Kids, Hollister, and Gilly Hicks) from September 16, 2009, to the present, who purchased footwear during their employment, according to Abercrombie’s records.”

If you are an employee described by one of these definitions, you are in the Class and are affected by this lawsuit.

11. I'm still not sure if I am included.

If you are still not sure whether you are included, you can get free help by calling or writing to the lawyers in this case, at the phone number or address listed in question 21.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded before the trial, and you have to decide this now.

12. What happens if I do nothing at all?

By doing nothing you are staying in the Class. If you stay in, regardless of whether the Plaintiffs win or lose the trial, you will not be able to sue, or continue to sue, Abercrombie—as part of any other lawsuit—about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action. If the plaintiffs obtain money from Abercrombie at trial or benefits as the result of a settlement, you will be able to ask for a share.

13. Why would I ask to be excluded?

If you exclude yourself from the Class—which also means to remove yourself from the Class, and is sometimes called “opting-out” of the Class— you: (1) will not be legally bound by the Court’s judgments in this class action; (2) will keep any rights you may have to sue Abercrombie for the legal claims that are or could have been included in this lawsuit; and (3) won’t get any money or benefits from this lawsuit if any are awarded or obtained as a result of the trial or any settlement.

14. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from *Brown v. Abercrombie*. Be sure to include your name and address, and sign the letter. You must mail your Exclusion Request postmarked by **June 20, 2016**, to: Abercrombie Exclusions, PO Box 3614, Minneapolis, MN 55403-0614.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court decided that the law firm of Aiman-Smith & Marcy, of Oakland, CA, is qualified to

QUESTIONS? Call 1-(888)-512-0491

represent you and all Class Members. The law firms are called “Class Counsel.” The lawyers at Aiman-Smith & Marcy are experienced in handling similar cases against other employers. More information about the lawyers, their practice, and experience is available at www.asmlawyers.com.

16 Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer that is your right. If you obtain your own lawyer, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. If you obtain your own lawyer, you may be responsible for paying for his or her services.

17. How will the lawyers be paid?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. If the Court grants Class Counsel's request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by Abercrombie.

THE TRIAL

The Court will schedule a trial date to decide who is right in this case.

18. How and when will the Court decide who is right?

As long as the case isn't resolved by a settlement or otherwise, Class Counsel will have to prove the Plaintiffs' claims at a trial. The trial will take place at the United States District Court, Courtroom 1, 3470 12th St., Riverside, California, 92501. During the trial, a Jury or the Judge will hear all of the evidence to help them reach a decision about whether the Plaintiffs or Defendant are right about the claims in the lawsuit. There is no guarantee that the Plaintiffs will win, or that they will get any money for the Class.

19. Do I have to come to the trial?

You do not need to attend the trial unless you are called as a witness. Class Counsel will present the case for the Plaintiffs, and Abercrombie will present the defenses. You or your own lawyer are welcome to come at your own expense.

20. Will I get money after the trial?

If the Plaintiffs obtain money or benefits as a result of the trial or a settlement, you will be notified about how to participate.

GETTING MORE INFORMATION

21. Are more details available?

For additional information about this action, you may examine the court papers filed in this lawsuit during the court's regular business hours at the office of the clerk of the United States District Court, Central District of California, 3470 12th St. Riverside, California, 92501 or visit www.AbercrombieLawsuit.com. You may also seek advice and guidance of your own attorney at your own expense. If you remain a class member and if your address changes, or is different from the address on the envelope enclosing this notice, such change or correction should be sent by mail or email to the class counsel listed below. Please do not contact the Court or the Court Clerk about this Notice.

You may also speak to Class Counsel:

Randall Aiman-Smith
Reed Marcy
Hallie Von Rock
Carey A. James
Aiman-Smith & Marcy
7677 Oakport Street, Suite 1150
Oakland, CA 94621
Tel: 877-964-4915 (toll free) or 510-562-6800
Fax: 510-562-6830
Website: www.asmlawyers.com
Email: hvr@asmlawyers.com

California law prohibits retaliation by any employer against an employee who participates in the litigation of a wage and hour lawsuit.

DATE: APRIL 21, 2016.