

AMENDED SETTLEMENT AGREEMENT AND RELEASE

THIS AMENDED SETTLEMENT AGREEMENT AND RELEASE (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between plaintiffs Versil Milton and Shiloh Borsh, individually, and in their representative capacity on behalf of all others similarly situated (“*Plaintiffs*”), on the one hand, and defendants Guess?, Inc., and Guess? Retail, Inc. (“*Guess*” or “*Defendants*”), on the other (collectively referred to as the “*Parties*” or singularly “*Party*”).

RECITALS

A. On April 17, 2015, plaintiff Serena Adame (“Adame”) filed a putative class action lawsuit against Guess?, Inc. in the Los Angeles County Superior Court asserting false and/or deceptive advertising claims based on allegations that Guess advertises allegedly deceptive reference prices for products sold at Guess Factory stores, improperly leading consumers to believe that they are receiving a discount on their purchase. The action was titled *Serena Adame, individually on behalf of all others similarly situated v. Guess, Inc.*, a Corporation; and Does 1-100, inclusive, bore Case No. BC579128, and was assigned to Department 323.

B. On April 28, 2015, plaintiff Versil Milton (“Milton”) filed a similar complaint against Guess, Inc. and Guess? Retail, Inc. The action was titled *Versil Milton, individually and on behalf of all others similarly situated, v. Guess?, Inc., Guess? Retail, Inc.*, and Does 1-50, inclusive, and bore Case No. BC580216.

C. On September 24, 2015, the *Milton* case was related to the *Adame* case and transferred to Department 323 of the Los Angeles County Superior Court. Thereupon the *Adame* case was deemed the lead case. On December 21, 2015, the *Milton* case was consolidated with the *Adame* case. Plaintiffs Adame and Milton filed a consolidated amended complaint on January 4, 2016.

D. On May 4, 2016, plaintiff Shiloh Borsh (“Borsh”) filed a putative class action lawsuit against Guess in San Francisco County Superior Court asserting false and/or deceptive advertising claims based on allegations that Guess advertises allegedly deceptive reference prices for products sold at Guess Factory stores, improperly leading consumers to believe that they are receiving a discount on their purchase. The action was titled *Shiloh Borsh, individually on behalf of all others similarly situated v. Guess, Inc.*, a Delaware Corporation; and Does 1-100, inclusive, and bore Case No. CGC-16-551789.

E. On July 20, 2016, Guess filed a petition for coordination of the consolidated *Adame/Milton* action and the *Borsh* action before the California Judicial Council. The petition was assigned the case number of JCCP No. 4883 and was granted on or around September 27, 2016. On October 27, 2016, the court assigned the Honorable Elihu M. Berle as the coordination trial judge.

F. On December 2, 2016, plaintiff Adame filed a request to withdraw from the action with prejudice. The Court granted the request on December 15, 2016.

G. Plaintiffs and Guess thereafter conducted an investigation of the facts and analyzed the relevant legal issues in regard to the claims asserted in the *Adame/Milton*

consolidated amended complaint and the *Borsh* complaint, and Guess's potential defenses, including the production of both formal and informal discovery responses by Guess.

H. The Parties participated in two full day mediation sessions in Los Angeles, California before Hon. Edward A. Infante (ret.) of JAMS, Inc. on January 19, 2017 and September 25, 2017.

I. As a result of the progress made at the mediation sessions and the subsequent discussions, the Parties have reached a Settlement of the Action (defined below), the terms of which are set forth in this Settlement Agreement.

J. Plaintiffs and their Counsel believe that the claims asserted in the Complaint (defined below) have merit. Guess has denied and continues to deny any and all allegations of wrongdoing alleged in the Action (defined below) and believes the claims asserted by Plaintiffs are without merit. Nonetheless, the Parties have concluded that litigation could be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to limit further expense, inconvenience, and uncertainty. 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 Plaintiffs or Guess.

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 and forever, any and all claims and causes of action in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiffs, the Class and Guess, agree to Settlement of the Action, 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 coordinated proceeding Guess Outlet Stores Pricing, JCCP No. 4883; *Milton v. Guess?, Inc., et al.*, Los Angeles County Superior Court Case No. BC580216; and *Borsh v. Guess?, Inc.*, San Francisco County Superior Court Case No. CGC-16-551789.

1.2 As used herein, the term "**Authorized Claimant**" means any Class Member who timely submits a complete and sufficient Claim Form according to the terms of this Settlement Agreement and does not validly request exclusion from the Class.

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

1.4 As used herein, the term “*Claim Form*” means the form Class Members must complete to submit a claim and/or to elect the form of Settlement Voucher(s) he or she wishes to receive under this Agreement. The Claim Form must be substantially similar to the form attached as **Exhibit F**.

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

1.6 As used herein, the term “*Claims Administrator*” means JND Legal Administration, and any successors to that entity, that Guess designates (with approval from Class Counsel, whose approval shall not be unreasonably withheld), 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 Class and administering the Settlement.

1.8 As used herein, the terms “*Class*” and “*Class Members*” mean: All individuals who, between April 17, 2011 and the date of entry of the Preliminary Approval Order, purchased an item from any Guess Factory store in the state of California where a higher reference price was displayed. Excluded from the Class are Defendants’ Counsel, Defendants’ officers, directors, and employees, and the judge presiding over the Action.

1.9 As used herein, the term “*Class Period*” means: April 17, 2011 through the date of entry of the Preliminary Approval Order.

1.10 As used herein, the term “*Class Released Claims*” means all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, in law or equity, fixed or contingent, which they have or may have, arising out of or relating to any of the acts, omissions or other conduct that have been alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action, including, but not limited to, any and all claims related in any way to the advertisement of prices at Guess Factory stores in California.

1.11 As used herein, the term “*Class Releasers*” means Plaintiffs and all Class Members who do not timely and sufficiently request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives.

1.12 As used herein, the term “*Complaint*” means, collectively, the consolidated amended complaint filed by plaintiffs Adame and Milton in Case No. BC579128, and the complaint filed by plaintiff Borsh in Case No. CGC-16-551789.

1.13 As used herein, the term “*Court*” means the Los Angeles County Superior Court.

1.14 As used herein, the term “*Defendants*” means Guess?, Inc., and Guess? Retail, Inc.

1.15 As used herein, the terms “*Defendants’ Counsel*” and “*Guess’s Counsel*” means the law firm of Cooley LLP.

1.16 As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Guess’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement via electronic mail. The Email Notice must be substantially similar to the form attached as **Exhibit C**.

1.17 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 of this Action 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.

1.18 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 of this Action following the Fairness Hearing. The proposed Final Order that Plaintiffs submit to the Court for its approval must be substantially similar to the form attached as **Exhibit G**.

1.19 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, “final” means after [i] sixty-one (61) calendar days after notice of the entry of the Final Order and Judgment is served on the Parties, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; 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 is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.20 As used herein, the term “*Full Notice*” means the full legal notice of the proposed Settlement terms, as approved by Class Counsel, Guess’s counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement. The Full Notice must be substantially similar to the form attached as **Exhibit B**.

1.21 As used herein, the term “*Final Order and Judgment*” means a proposed order and judgment approving the Settlement of this Action. The proposed Final Order and Judgment submitted to the Court for its approval must be substantially similar to the form attached as **Exhibit H**.

1.22 As used herein, the term “*Named Plaintiffs*” means Versil Milton and Shiloh Borsh in their individual capacities only.

1.23 As used herein, the terms “*Plaintiffs’ Counsel*” and “*Class Counsel*” mean the law firms of Aiman-Smith & Marcy and Stonebarger Law A.P.C.

1.24 As used herein, the term “*Postcard Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Guess’s Counsel, and the Court, to be

provided to Class Members under Section 3.3 of this Settlement Agreement via postal mail. The Postcard Notice must be substantially similar to the form attached as **Exhibit D**.

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

1.26 As used herein, the term “*Qualifying Purchase*” means a purchase of any product where a higher reference price was displayed in a Guess Factory store in the state of California.

1.27 As used herein, the term “*Released Parties*” means Guess?, Inc., and Guess? Retail, Inc., and each of their direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them.

1.28 As used herein, the term “*Response Deadline*” means the deadline by which Class Members must deliver Claim Forms, objections or requests for exclusion. The Response Deadline shall be one hundred and five (105) calendar days after entry of the Preliminary Approval Order. Thus, Class Members shall have sixty (60) days to deliver Claim Forms, objections or requests for exclusion.

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

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

1.31 As used herein, the term “*Store Notice*” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Guess’s Counsel, and the Court, to be provided to Class Members under Section 3.3 by posting in California Guess Factory stores. The Store Notice must be substantially similar to the form attached as **Exhibit E**.

1.32 As used herein, the term “*Settlement Voucher*” means a single-use voucher good for a purchase of merchandise in a Guess Factory store in California, for either (i) \$4, \$8, \$9, or \$12 off any purchase or (ii) \$5 off a purchase of \$20 or more, or \$10 off a purchase of \$35 or more. The Claim Form will provide a place for Class Members to elect the type of Settlement Voucher he or she wishes to receive. Settlement Vouchers will be valid for twelve (12) months. Up to three (3) of the \$4, \$8, \$9, or \$12 Settlement Vouchers are stackable with each other. The \$5 or \$10 off Settlement Vouchers (with minimum purchase amounts) are not stackable and may not be combined with any other coupon or promotional offer. The Settlement Vouchers may be used on items that are on sale or otherwise discounted. The Settlement Vouchers shall not be redeemable for cash, may not be used to purchase gift cards, and will not be replaced if lost, stolen or damaged. The Settlement Vouchers are transferable.

2. SETTLEMENT TERMS.

2.1 Tiers. Authorized Claimants will be categorized into tiers based on the total dollar amount of their Qualifying Purchase(s) during the Class Period:

- (a) Tier 1 Authorized Claimants: A Tier 1 Authorized Claimant is one who does not submit proof of Qualifying Purchase(s), or submits proof of Qualifying Purchase(s) that are less than \$25, with his or her timely and valid Claim Form.
- (b) Tier 2 Authorized Claimants: A Tier 2 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling \$25.01–\$75 and submits proof of such purchase(s) with their timely and valid Claim Form.
- (c) Tier 3 Authorized Claimants: A Tier 3 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling \$75.01–\$250 and submits proof of such purchase(s) with their timely and valid Claim Form.
- (d) Tier 4 Authorized Claimants: A Tier 4 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling more than \$250.01 and submits proof of such purchase(s) with their timely and valid Claim Form.

2.2 Award to the Class.

- (a) Authorized Claimant Awards. The Claim Form shall have a space for Claimants to elect the type of Settlement Voucher he or she wishes to obtain that corresponds with his or her tier. Below are the Settlement Vouchers associated with each tier:
 - (i) Tier 1 Authorized Claimants: To each Tier 1 Authorized Claimant, Guess shall issue one (1) Settlement Voucher for \$4 off any purchase or \$5 off a purchase of \$20 or more.
 - (ii) Tier 2 Authorized Claimants: To each Tier 2 Authorized Claimant, Guess shall issue one (1) Settlement Voucher for \$8 off any purchase or \$10 off a purchase of \$35 or more.
 - (iii) Tier 3 Authorized Claimants: To each Tier 3 Authorized Claimant, Guess shall issue one (1) Settlement Voucher for \$9 off any purchase or two (2) Settlement Vouchers, each good for \$10 off a purchase of \$35 or more.
 - (iv) Tier 4 Authorized Claimants: To each Tier 4 Authorized Claimant, Guess shall issue one (1) Settlement Voucher for \$12 off any

purchase or three (3) Settlement Vouchers, each good for \$10 off a purchase of \$35 or more.

- (b) Award to Class Members for Whom Guess Has Certain Contact Information. Class Members who receive direct notice pursuant to Section 3.3(b) or (c), shall receive one (1) Settlement Voucher for \$8 off any purchase, unless such Class Member timely and validly completes a Claim Form and elects different relief.

2.3 Distribution. If the Court approves the Settlement of this Action, within sixty (60) calendar days of the Final Settlement Date, Guess, through the Claims Administrator, shall distribute the Settlement Vouchers to:

- (a) Authorized Claimants: to the email address Authorized Claimants designate on their Claim Form, and
- (b) Persons Receiving Settlement Vouchers Pursuant to Section 2.2(b): to the email address or postal address used for direct notice pursuant to Section 3.3(b) and (c).

2.4 Individual Settlement Award to Named Plaintiffs. The Parties acknowledge that Named Plaintiffs must petition the Court for approval of any award to Named Plaintiffs for an incentive award (the “Individual Settlement Award”). Named Plaintiffs agree that they will not seek an Individual Settlement Award of greater than \$2,000 each. Guess agrees not to object to Named Plaintiffs’ request for an Individual Settlement Award of up to a maximum payment of \$2,000 each. Named Plaintiffs further agree that, in any event, Guess will not be obligated to pay any Individual Settlement Award in excess of \$2,000 for each Named Plaintiff. If the Court approves the Settlement of this Action and an Individual Settlement Award to Named Plaintiffs, Guess agrees to pay the award approved by the Court up to \$2,000 for each Named Plaintiff within ten (10) calendar days after both of the following events occur (a) the Final Settlement Date, and (b) Named Plaintiffs provide Guess with their Form W-9s. No interest shall be paid on the Individual Settlement Award.

2.5 Attorneys’ Fees and Costs. The Parties acknowledge that Plaintiffs must petition the Court for approval of any award to Class Counsel for attorneys’ fees and costs. Plaintiffs and Class Counsel agree that Class Counsel will not seek an award greater than \$494,000 (total) for fees and costs. Guess agrees not to object to Class Counsel’s request for up to a maximum payment of \$494,000 (total) for attorneys’ fees and costs. Plaintiffs and Class Counsel further agree that, in any event, Guess will not be obligated to pay any award to Class Counsel and any and all Additional Counsel (defined below) in excess of \$494,000 (total) for attorneys’ fees and costs. If the Court approves the Settlement of this Action and an award of attorneys’ fees and costs to Class Counsel, unless the Court orders a different timetable, Guess agrees to pay the attorneys’ fees and costs approved by the Court up to \$494,000 (total) to Class Counsel upon the occurrence of both of the following events (a) the Final Settlement Date, and (b) Class Counsel’s delivery to Guess of the relevant Form W-9. Unless the Court orders a different timetable, any such payment shall be made within ten (10) calendar days of the occurrence of the later of these events and shall be made to the law firm of Stonebarger Law A.P.C. Stonebarger Law A.P.C.

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 Action (each, and “Additional Counsel”). No interest shall be paid on the attorneys’ fees and costs award.

2.6 Reduction in Plaintiffs’ Incentive Awards or Class Counsel’s Attorneys’ Fees.

A reduction by the Court or by an appellate court of the attorneys’ fees or litigation costs or the Individual Settlement Awards sought by Plaintiffs and Class Counsel shall not affect any of the Parties’ other rights and obligations under the Settlement Agreement.

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

2.8 Settlement Implementation Costs. Guess shall bear the costs of providing notice to the Class in the manner prescribed in Section 3.3 of this Settlement Agreement and the costs associated with independent administration of benefits by the Claims Administrator.

2.9 Release as to All Class Members. Upon entry of the Final Order and Judgment, Class Releasers shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all Class Released Claims against all Released Parties.

2.10 Release by Named Plaintiffs. In addition to the releases made by the Class Members set forth in Section 2.9 above, effective upon entry of the Final Order and Judgment, Named Plaintiffs make the additional following general release of all claims, known or unknown. Upon entry of the Final Order and Judgment, the Named Plaintiffs, and each of their successors, assigns, legatees, heirs, and personal representatives release and forever discharge the Released Parties, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent.

In addition, Named Plaintiffs, and each of Named Plaintiffs’ successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Named Plaintiffs fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Named Plaintiffs and Plaintiffs’ Counsel to be true and expressly accept and assume the risk of this possible difference in facts

and agrees that the Settlement Agreement will remain effective despite any difference in facts. Further, Named Plaintiffs 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.

2.11 No Admission of Liability or Wrongdoing. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including Guess, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Guess has denied and continues to deny each of the claims and contentions alleged by Plaintiffs in the Action. Guess 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 Action.

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 this Agreement and Settlement.

3.2 Preliminary Approval and Provisional Class Certification. Plaintiffs shall file their 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 must request that the Court:

- (a) preliminarily approve this Settlement Agreement;
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Postcard Notice, Store Notice, and Claim Form described in Section 3.3 of this Settlement Agreement, and attached as **Exhibits B – F**;
- (c) set the date and time of the Fairness Hearing;
- (a) provisionally certify the Class under CAL. R. CT. 3.769(d) for settlement purposes only;
- (d) stay all proceedings in the Action against Guess 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;
- (e) conditionally appoint Named Plaintiffs as the Class Representatives for settlement purposes only; and
- (f) conditionally appoint the law firms of Aiman-Smith & Marcy and Stonebarger Law A.P.C. as Class Counsel for settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order must be substantially similar to the form attached as **Exhibit A**. Class Counsel must draft the motion papers and give Guess's Counsel drafts of the motion and proposed order to review at least five (5) calendar days before the motion's filing and service date/deadline. Guess 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.

3.3 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that Guess and its retained Claims Administrator will provide the 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 this Action. The Full Notice will be substantially similar to the form attached as **Exhibit B**. The Internet Posting will also contain the Claim Form, Complaint, Settlement Agreement, and Preliminary Approval Order. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees and costs, the Internet Posting will also post the fees and costs motion. The Internet Posting shall be operative starting on or before forty-five (45) 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.** Guess shall use reasonable efforts to identify those Guess Factory customers who may be Class Members and for whom it has a valid email address. Through the Claims Administrator, for those Class Members for whom Guess has a valid email address, Guess will send an Email Notice to such Class Members. The Email Notice will be substantially similar to the form attached as **Exhibit C**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. Guess, through the Claims Administrator, will provide the Email Notice on or before forty-five (45) calendar days after entry of the Preliminary Approval Order.
- (c) **Postcard Notice.** Guess shall use reasonable efforts to identify those Guess Factory customers who may be Class Members and for whom it has a valid postal address, but no valid email address. Through the Claims Administrator, for those Class Members for whom Guess does not have a valid email address, but does have a valid postal address, Guess will send a Postcard Notice to such Class Members. The Postcard Notice will be substantially similar to the form attached as **Exhibit D**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. Guess, through the Claims Administrator, will provide the Postcard Notice on or before forty-five (45) calendar days after entry of the Preliminary Approval Order.

- (d) **Store Notice.** Guess will provide Store Notice in all of its California Guess Factory stores in a location visible to customers. This sign will be substantially similar to the form attached as **Exhibit E**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. Guess will provide the Store Notice within forty-five (45) calendar days after entry of the Preliminary Approval Order, and the Store Notice will continue for sixty (60) days.

3.4 Proof of Notice. No later than ten (10) calendar days before the deadline for Plaintiffs to file their brief in support of the Final Order and Judgment, Guess and the Claims Administrator will serve upon Class Counsel a declaration confirming that notice to the Class has been provided in accordance with Section 3.3 of this Settlement Agreement.

3.5 Claims Procedure.

- (a) Except for Class Members who received direct notice under Section 3.3(b) or (c), Class Members must submit complete, valid and sufficient Claim Forms on or before the Response Deadline in order to be included in the distribution of the Settlement Vouchers. Class Members may also be required to provide proof of Qualifying Purchase(s) as described in Section 2.1.
- (b) Class Members who received direct notice under Section 3.3(b) or (c), and who wish to receive a different award than an \$8 Settlement Voucher, may submit a Claim Form to do so.
- (c) **Date of Submission.** The Claim Form may be submitted electronically or by postal mail. The delivery date is deemed to be the date [i] the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. mail, or [ii] in the case of submission electronically through the Settlement Website, the date the Claims Administrator receives the Claim Form, as evidenced by the transmission receipt.
- (d) **Proof of Qualifying Purchase(s).** Acceptable proof of Qualifying Purchases include [i] receipt(s) clearly showing the date of purchase(s) and the total of the purchase(s), or [ii] transaction data from a credit or debit card clearly showing the date of purchase(s) and the total of the purchase(s). Copies of such documents must be attached to the Claim Form whether submitted electronically or by postal mail.

3.6 Right to Verify. The Claims Administrator and/or Guess may review all submitted Claim Forms and proof of Qualifying Purchase(s) for completeness, validity, accuracy, and timeliness, and may contact any Claimant to request additional information and documentation to determine the validity of any claim. In addition, the Claims Administrator and/or Guess may verify that: [i] the information set forth in or attached to a submitted Claim Form is accurate; and [ii] the Claimant is a Class Member.

3.7 Disputed Claims. If the Parties dispute a Claim Form's timeliness or validity, the Parties must meet and confer in good faith to resolve the dispute. Guess's records shall have a strong presumption of accuracy, which may be rebutted by clear and convincing evidence.

3.8 Objections. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.9 of this Settlement Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, may elect to object to the Settlement by delivering written objections to the Claims Administrator.

- (a) To be timely, a written objection must be submitted no later than the Response Deadline. The submission 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. The Court has the discretion to reject untimely objections.
- (b) Any written objections should contain: (1) the name and case number of the Action; (2) the Class Member's full name, address, and telephone number; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, the legal and factual arguments supporting the objection; (5) facts supporting the person's status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in his/her notice, or the date and location of his/her relevant purchases); (6) the Class Member's signature and the date; and (7) the following language immediately above the 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) Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the 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, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must so-inform the Parties and the Court on or before the Response Deadline by providing a "Notice of Intention to Appear" to the Claims Administrator.

3.9 Exclusion from the Class. Class Members may elect not to be part of the Class and not to be bound by this Settlement Agreement. To make this election, Class Members 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, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than the Response Deadline. Guess must serve on Class Counsel a list of Class Members who have timely and validly excluded themselves from the Class no later than seven (7) calendar days before the filing date for Plaintiffs' motion in support of the Final Order and Judgment.

3.10 Final Order and Judgment. Before the Fairness Hearing, Plaintiffs must apply for Court approval of a proposed Final Order and Judgment, substantially similar to the form attached as **Exhibit G**. Class Counsel must also draft the motion papers and give Guess's Counsel drafts of the motion and proposed order to review at least five (5) calendar days before the motion's filing and service date/deadline. Guess shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Order and Judgment.

3.11 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Final Order and Judgment, the Final Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

4. Nullification of Settlement Agreement.

4.1 Guess's Right to Revoke. Guess 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: (a) the Court makes an order inconsistent with any of the terms of this Settlement (except for an order reducing the Class Counsel award or the Plaintiffs' Individual Settlement Awards); or (b) 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 Action by potential class members covered by this Settlement; or (c) more than one hundred (100) Class Members timely and validly opt out of the Settlement; or (d) Plaintiffs breach 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. In the event that Section 4.1 is invoked by Guess, 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, or if the Court does not approve the Settlement or enter the Final Order and Judgment, or if the Final Settlement Date does not occur for any reason, then this 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 Agreement was never executed. In that event (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 Class, conditional appointment of Plaintiffs as class representative, and conditional appointment of Plaintiffs' Counsel as Class Counsel; (b) the Action will revert to the status that existed before the Plaintiffs filed their motion for approval of the Preliminary Approval Order; 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 Action 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, Guess shall retain all its rights to object to the maintenance of the Action 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 Action 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 Class.

5.2 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action 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 two mediation sessions conducted with the assistance of former U.S. federal court Judge Infante.

5.3 Real Parties in Interest. In executing this Settlement Agreement, the Parties warrant and represent that except as provided herein, neither the claims or causes of action released herein 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 claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.8 Entire Agreement. This 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 Action. 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. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may 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. 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 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, after providing Guess’s Counsel at least ten (10) calendar days advance notice of its invocation of this section, all originals, copies, documents, transcriptions, iterations, or drafts of the contact information for Class Members or any portion thereof shall be returned to Guess 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 shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Guess to the attention of Guess’s Counsel, and if to Class Members to the attention of Class Counsel on their behalf.

CLASS COUNSEL		GUESS’S COUNSEL
Richard D. Lambert STONEBARGER LAW APC 75 Iron Point Circle, Ste. 145 Folsom, CA 95630	Hallie Von Rock AIMAN-SMITH & MARCY 7677 Oakport Street, Suite 1150 Oakland, California 94621	Michelle Doolin COOLEY LLP 4401 Eastgate Mall San Diego, CA 92121

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: Postcard Notice
- Exhibit E: Store Notice
- Exhibit F: Claim Form
- Exhibit G: [Proposed] Final Approval Order and Judgment

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

Dated: 2-16-18

Versil Milton
VERSIL MILTON

Dated: 2-13-18

Shiloh Borsh
SHILOH BORSH

Dated: 2-14-18

[Signature]
STONEBARGER LAW APC
Attorneys for Plaintiff Shiloh Borsh and the Class

Dated: 2-16-18

[Signature]
AIMAN-SMITH & MARCY
Attorneys for Plaintiff Versil Milton and the Class

Dated: _____

GUESS?, INC., AND GUESS? RETAIL, INC.

By: _____

Their: _____

Dated: _____

COOLEY LLP
*Attorneys for Defendants
Guess?, Inc. And Guess? Retail, Inc.*



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

Dated: _____

VERSIL MILTON

Dated: _____

SHILOH BORSH

Dated: _____

STONEBARGER LAW APC
Attorneys for Plaintiff Shiloh Borsh and the Class

Dated: _____

AIMAN-SMITH & MARCY
Attorneys for Plaintiff Versil Milton and the Class

Dated: Feb 16, 2018

GUESS?, INC., AND GUESS? RETAIL, INC.

By: Sandeep Reddy

Their: CFO

Michelle C. Hoover

Dated: 2/16/2018

COOLEY LLP
*Attorneys for Defendants
Guess?, Inc. And Guess? Retail, Inc.*

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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding Special Title
Guess OUTLET STORES PRICING
Included Actions:
Adame and Milton vs. Guess?, Inc., et al., Los Angeles County Superior Court No. BC579128
Borsh vs. Guess?, Inc., San Francisco County Superior Court No. CGC-16-551789

JCCP No. 4883
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AND PROVISIONAL CLASS
CERTIFICATION**
Judge: Elihu M. Berle
Dept: 323

On _____ (month) ____ (day), 2018, this Court heard Plaintiffs Versil Milton and Shiloh Borsh’s (“Plaintiffs”) motion for preliminary approval of class settlement and provisional class certification under California Rule of Court 3.769(c) and (d). This Court reviewed the motion, including the Amended Settlement Agreement and Release (the “Agreement” or “Settlement”). Based on this review and the findings below, the Court finds good cause to GRANT the motion.

FINDINGS:

1. Unless otherwise specified, defined terms in this Preliminary Approval and Provisional Class Certification Order have the same definition as the terms in the Agreement.
2. The Agreement, as amended, falls within the range of possible approval as fair, reasonable and adequate.

1 3. The Court finds that (a) the Full Notice, Email Notice, Postcard Notice, and Store
2 Notice, constitute the best notice practicable under the circumstances, (b) they constitute valid,
3 due, and sufficient notice to all members of the Class, and (c) they comply fully with the
4 requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766
5 and 3.769, the California and United States Constitutions, and other applicable law.

6 4. For settlement purposes only, the Class is so numerous that joinder of all Class
7 Members is impracticable, Plaintiffs' claims are typical of the Class's claims, there are questions
8 of law and fact common to the Class, which predominate over any questions affecting only
9 individual Class Members, and Class certification is superior to other available methods for the
10 fair and efficient adjudication of the controversy.

11 **IT IS ORDERED THAT:**

12 1. **Settlement Approval.** The Agreement, including the Full Notice, Email Notices,
13 Postcard Notice, Store Notice, and Claim Form attached to the Agreement as Exhibits B-F, is
14 preliminarily approved.

15 2. **Provisional Certification.** The Class is provisionally certified for settlement
16 purposes only as a class of all individuals who, between April 17, 2011 and the date of entry of
17 the Preliminary Approval Order, purchased an item from any Guess Factory store in the state of
18 California where a higher reference price was displayed. Excluded from the Class are
19 Defendants' Counsel, Defendants' officers, directors, and employees, and the judge presiding
20 over the Action.

21 3. **Appointment of Class Representative and Class Counsel.** Plaintiffs Versil
22 Milton and Shiloh Borsh are conditionally certified as the class representatives to implement the
23 Parties' Settlement in accordance with the Agreement. Aiman-Smith & Marcy and Stonebarger
24 Law A.P.C. are conditionally appointed as Class Counsel. Plaintiff and Class Counsel must fairly
25 and adequately protect the Class's interests.

26 4. **Provision of Class Notice.** Defendants Guess?, Inc., and Guess? Retail, Inc.
27 ("Guess" or "Defendants") will notify Class Members of the Settlement in the manner specified
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1 under Section 3.3 of the Agreement and will pay all costs associated with claims administration
2 and providing notice to Class Members.

3 **5. Objection to Settlement.** Class Members who have not submitted a timely
4 written exclusion request pursuant to paragraph 7 below and who want to object to the
5 Agreement, may file a written objection with the Court and serve such objection on Class
6 Counsel and Guess’s Counsel no later than one hundred and five (105) calendar days after entry
7 of this Order. The delivery date is deemed to be the date the objection is deposited in the U.S.
8 Mail as evidenced by the postmark. Written objections should state: (1) the name and case number
9 of the Action; (2) the Class Member’s full name, address, and telephone number; (3) the words
10 “Notice of Objection” or “Formal Objection”; (4) in clear and concise terms, the legal and factual
11 arguments supporting the objection; (5) facts supporting the person’s status as a Class Member
12 (e.g., either any unique identifier included by the Claims Administrator in his/her notice, or the
13 date and location of his/her relevant purchases); (6) the Class Member’s signature and the date;
14 and (7) the following language immediately above the Class Member’s signature and date: “I
15 declare under penalty of perjury under the laws of the State of California that the foregoing
16 statements regarding class membership are true and correct to the best of my knowledge.” Class
17 Members have the option to appear at the Fairness Hearing, either in person or through personal
18 counsel hired at the Class Member’s expense, to object to the fairness, reasonableness, or
19 adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys’
20 fees. However, Class Members (with or without their attorneys) intending to make an appearance
21 at the Fairness Hearing must so-inform the Parties and the Court no later than one hundred and
22 five (105) calendar days after entry of this Order by providing a “Notice of Intention to Appear”
23 to the Claims Administrator. Only Class Members who file and serve timely Notices of Intention
24 to Appear may speak at the Fairness Hearing.

25 **6. Failure to Object to Settlement.** Class Members who fail to object to the
26 Agreement in the manner specified above will: (1) be deemed to have waived their right to object
27 to the Agreement; (2) be foreclosed from objecting (whether by a subsequent objection,
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1 intervention, appeal, or any other process) to the Agreement; and (3) not be entitled to speak at
2 the Fairness Hearing.

3 **7. Requesting Exclusion.** Class Members who want to be excluded from the
4 Settlement must send a letter or postcard to the Settlement Administrator stating: (a) the name and
5 case number of the Action; (b) the full name, address, and telephone number of the person
6 requesting exclusion; and (c) a statement that he/she does not wish to participate in the
7 Settlement, postmarked no later than one hundred and five (105) calendar days after entry of this
8 Order. If a Class Member submits a Claim Form and a request for exclusion, the request for
9 exclusion will be deemed invalid.

10 **8. Claim Form.** Except for Class Members who received direct notice under Section
11 3.3(b) or (c) of the Agreement, Class Members must submit complete, valid and sufficient Claim
12 Forms no later than one hundred and five (105) calendar days after entry of this Order in order to
13 be included in the distribution of the Settlement Vouchers. Class Members may also be required
14 to provide proof of Qualifying Purchase(s) as described in Section 2.1. The Claim Form shall
15 have a space for Class Members to elect the type of Settlement Voucher he or she wishes to
16 obtain that corresponds with his/or her tier as described in Section 2.2 of the Agreement. Class
17 Members who receive direct notice pursuant to Section 3.3(b) or (c) of the Agreement, shall
18 receive one (1) Settlement Voucher for \$8 off any purchase, unless such Class Member timely
19 and validly completes a Claim Form and elects different relief.

20 **9. Termination.** If the Agreement terminates for any reason, the following will
21 occur: (a) this Order and all of its provisions will be vacated, including, but not limited to,
22 vacating conditional certification of the Class, conditional appointment of Plaintiffs as class
23 representative, and conditional appointment of Plaintiffs' Counsel as Class Counsel; (b) the
24 Action will revert to the status that existed before the Plaintiffs filed their motion for approval of
25 the Preliminary Approval Order; and (c) no term or draft of the Settlement Agreement, or any part
26 of the Parties' settlement discussions, negotiations or documentation will have any effect or be
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1 admissible into evidence for any purpose in the Action or any other proceeding. This Order will
2 not waive or otherwise impact the Parties' rights or arguments.

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

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

8 **12. Fairness Hearing.** On _____, at _____, this Court will hold a Fairness
9 Hearing to determine whether the Agreement should be finally approved as fair, reasonable, and
10 adequate. All papers supporting Plaintiffs' request for attorneys' fees and costs must be filed no
11 later than fourteen (14) calendar days before the deadline for Class Members to object to the
12 Settlement. All papers supporting final approval of the Agreement must be filed no later than
13 seven (7) calendar days before the Fairness Hearing. Based on the date of this Order and the date
14 of the Fairness Hearing, the following are the certain associated dates in this Settlement:
15

Event	Timing	Date
Last day for Defendants, through the Claims Administrator, to send Email Notice and Postcard Notice, start operating Settlement Website & begin to provide Store Notice	45 days after entry of this Order	
Last day for Plaintiffs to file fee petition	91 days after entry of this Order	
Last day for Class Members to file a claim, request exclusion or object to the Settlement	105 days after entry of this Order	
Last day for Parties to file briefs in support of the Final Order and Judgment	7 days before Fairness Hearing	

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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 Guess will not be required to provide any additional notice to Class Members.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT

EXHIBIT B
FULL NOTICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

GUESS OUTLET STORES PRICING

JCCP No. 4883

IF YOU SHOPPED AT A GUESS FACTORY STORE IN CALIFORNIA BETWEEN APRIL 17, 2011 AND [MONTH] [DAY], [YEAR], YOU MAY BE ELIGIBLE TO RECEIVE AN AWARD USABLE AT GUESS FACTORY STORES IN CALIFORNIA ON FUTURE PURCHASES.

A CALIFORNIA 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 the State of California in the County of Los Angeles ("Action"). If the Court gives final approval to the Settlement, Guess?, Inc., and Guess? Retail, Inc. ("Guess") will provide, for each eligible Class Member (eligibility described below) one or more Settlement Vouchers good for a purchase of merchandise in a Guess Factory store in California, for (i) \$4, \$8, \$9, or \$12 off any purchase or (ii) \$5 off a purchase of \$20 or more, or \$10 off a purchase of \$35 or more, subject to the additional conditions explained later in this notice.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	<p>If you did not receive direct notice of this settlement via email or postcard, or did receive direct notice but want to elect a different form of Settlement Voucher, you must submit a Claim Form to receive the appropriate Settlement Voucher.</p> <p>Visit the Settlement website located at _____ to obtain a Claim Form.</p>	Deadline: _____
EXCLUDE YOURSELF	<p>If you exclude yourself from the Settlement, you will not receive a Settlement Voucher under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Guess regarding the allegations in the Action ever again.</p>	Deadline: _____

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

OBJECT	You may write to the Court about 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"	<p>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 Representative Plaintiffs' request for service awards for bringing the Action.</p> <p>You may, but are not required to, speak at the Fairness Hearing. 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.</p>	Hearing Date and Time: _____
DO NOTHING	<p>If you received direct notice of this settlement via email or postcard, you will receive one (1) Settlement Voucher for \$8 off any purchase. If you did not receive direct notice, you will receive nothing.</p> <p>You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.</p>	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 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..... ##

1. Why did I get a 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 ##

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

HOW TO REQUEST A SETTLEMENT VOUCHER – SUBMITTING A CLAIM FORM..... ##

8. How can I get a Settlement Voucher or Settlement Vouchers?
9. When will I get my Settlement Voucher or Settlement Vouchers?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS..... ##

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
12. Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS..... ##

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

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ##

14. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT ##

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..... ##

17. What is the Fairness Hearing?
18. When and where is the Fairness Hearing?
19. May I speak at the hearing?

ADDITIONAL INFORMATION ##

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 a notice?*

You received a notice because a Settlement has been reached in this Action. According to Guess's available records 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 Amended Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiffs Versil Milton and Shiloh Borsh (the "Representative Plaintiffs") filed a lawsuit against Guess on behalf of themselves and all others similarly situated. The lawsuit alleges that Guess engaged in deceptive advertising by advertising false reference prices on merchandise in Guess Factory stores in California.

Guess denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Guess further denies that any 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 Representative Plaintiffs' 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 "Representative Plaintiff(s)" (in this Action, Versil Milton and Shiloh Borsh) 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 Class Members. The companies sued in this case, Guess?, Inc., and Guess? Retail, Inc., are called the Defendants.

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against Guess. Guess denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiffs or Guess should win this Action. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the

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 Class Member for purposes of the proposed Settlement: All individuals who, between April 17, 2011 and the date of entry of the Preliminary Approval Order, purchased an item from any Guess Factory store in the state of California where a higher reference price was displayed. Excluded from the Class are Defendants' Counsel, Defendants' 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 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 Class Members?*

Guess has agreed to provide Class Members with a Settlement Voucher or Settlement Vouchers good for purchase in a Guess Factory store in California. The form and amount of Settlement Voucher available to each Class Member depends on the total of the Class Member's Qualifying Purchases made between April 17, 2011 and _____.

A Class Member who submits a timely and sufficient Claim Form ("Authorized Claimant") shall be able to identify the form of Settlement Voucher he or she wishes to receive on the Claim Form.

- A Tier 1 Authorized Claimant is one who does not submit proof of Qualifying Purchase(s), or submits proof of Qualifying Purchase(s) that are less than \$25, with his or her timely and valid Claim Form. To each Tier 1 Authorized Claimant, Guess shall issue one (1) Settlement Voucher for \$4 off any purchase or \$5 off a purchase of \$20 or more.
- Tier 2 Authorized Claimants: A Tier 2 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling \$25.01-\$75 and submits proof of such purchase(s) with their timely and valid Claim Form. To each Tier 2 Authorized Claimant, Guess shall issue one (1) Settlement Voucher for \$8 off any purchase or \$10 off a purchase of \$35 or more.
- Tier 3 Authorized Claimants: A Tier 3 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling \$75.01-\$250 and submits proof of such purchase(s) with their timely and valid Claim Form.

To each Tier 3 Authorized Claimant, Guess shall issue one (1) Settlement Voucher for \$9 off any purchase or two (2) Settlement Vouchers, each good for \$10 off a purchase of \$35 or more.

- Tier 4 Authorized Claimants: A Tier 4 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling more than \$250.01 and submits proof of such purchase(s) with their timely and valid Claim Form. To each Tier 4 Authorized Claimant, Guess shall issue one (1) Settlement Voucher for \$12 off any purchase or three (3) Settlement Vouchers, each good for \$10 off a purchase of \$35 or more.

Class Members who receive direct notice via email or postcard, shall receive one (1) Settlement Voucher for \$8 off any purchase, unless such Class Member timely and validly completes a Claim Form and elects different relief.

Settlement Vouchers are single-use vouchers usable for the purchase of merchandise and will be valid for twelve (12) months. Up to three (3) of the \$4, \$8, \$9, or \$12 Settlement Vouchers are stackable with each other. The \$5 or \$10 off Settlement Vouchers (with minimum purchase amounts) are not stackable and may not be combined with any other coupon or promotional offer. The Settlement Vouchers may be used on items that are on sale or otherwise discounted. The Settlement Vouchers shall not be redeemable for cash, may not be used to purchase gift cards, and will not be replaced if lost, stolen or damaged. The Settlement Vouchers are transferable.

HOW TO REQUEST A SETTLEMENT VOUCHER – SUBMITTING A CLAIM FORM

8. *How can I choose the Settlement Voucher or Settlement Vouchers I want?*

To choose your Settlement Voucher, you must send in a Claim Form and, depending upon the Tier sought, potentially proof of Qualifying Purchase(s) as explained in Section 7 above. 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 form, and postmark it by _____ or submit it online on or before 11:59 p.m. (Pacific) on _____.

9. *When will I get my Settlement Voucher or Settlement Vouchers?*

As described in Sections 17 and 18, the Court will hold a hearing on _____ at _____, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can 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 REPRESENTATIVE PLAINTIFFS

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

The Court has ordered that the law firms of Aiman-Smith & Marcy and Stonebarger Law A.P.C. (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. 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?*

Guess has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$494,000, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs. Please see Section 2.5 of the Amended Settlement Agreement, available [HERE](#), for additional details.

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

The Representative Plaintiffs will request a service award of up to \$2,000 each for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representatives.

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, you will be releasing your claims against Guess. 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 Guess regarding the claims in the Action. The Amended Settlement Agreement, available on the Internet at the website _____ contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

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

You may exclude yourself from the 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) the full name, address, and telephone number of the

person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than _____ to the Claims Administrator at:

GUESS OUTLET STORES PRICING

c/o _____

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Settlement Voucher or Settlement Vouchers 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 Guess based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

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 also consider Class Counsel's request for an award of attorneys' fees and costs, and service awards to the Representative Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Amended Settlement Agreement or the proposed Settlement, you may submit a written objection to the Claims Administrator at the address set forth below no later than (*i.e.*, postmarked by) _____.

GUESS OUTLET STORES PRICING

c/o _____

Any written objections should contain: **(1)** the name and case number of the Action; **(2)** the Class Member's full name, address, and telephone number; **(3)** the words "Notice of Objection" or "Formal Objection"; **(4)** in clear and concise terms, the legal and factual arguments supporting the objection; **(5)** facts supporting the person's status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in his/her notice, or the date and location of his/her relevant purchases); **(6)** the Class Member's signature and the date; and **(7)** the following language immediately above the 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 attorney's fees and costs.

Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Amended Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must so-inform the Parties and the Court on or before _____ by providing a "Notice of Intention to Appear" to the Claims Administrator.

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 stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. 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 service awards to the Representative Plaintiffs. You may attend, but you do not have to.

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

On _____, ____ at _____ pacific, 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 Honorable Elihu M. Berle in Department 323 of the Central Civil West Courthouse of the Los Angeles County Superior Court, located at 600 South Commonwealth Ave., Los Angeles, CA 90005. The hearing may be postponed to a different date or time or location without notice. Please check _____ .com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if you have timely and validly provided a Notice of Intention 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 Amended 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 the Clerk's office at 600 South Commonwealth Ave., Los Angeles, CA 90005. 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:

GUESS OUTLET STORES PRICING

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

Dated: _____

By: Order of
HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

EXHIBIT C
EMAIL NOTICE

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

IF YOU SHOPPED AT A GUESS FACTORY STORE IN CALIFORNIA BETWEEN APRIL 17, 2011 AND [MONTH] [DAY], [YEAR], YOU MAY BE ELIGIBLE TO RECEIVE AN AWARD USABLE AT GUESS FACTORY STORES IN CALIFORNIA ON FUTURE PURCHASES.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the Los Angeles County Superior Court (“Court”) titled *Guess Outlet Stores Pricing* (“Action”). According to available records, you might be a “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 the Action about? Plaintiffs Versil Milton and Shiloh Borsh allege that Guess?, Inc., and Guess? Retail, Inc. (“Guess” or “Defendants”) engaged in deceptive advertising by advertising purportedly improper reference prices on merchandise. Guess denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to Guess Factory customers and resolve the case.**

Am I a Class Member? You are a “Class Member” if between April 17, 2011 and [Month] [Day], [Year], you purchased any product where a higher reference price was displayed in a Guess Factory store in California, and you are not Defendants’ Counsel, Defendants’ officers, directors, and employees, or the judge presiding over the Action.

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a Settlement Voucher or Settlement Vouchers, depending on your total qualifying purchases, good for purchase at any Guess Factory store in California, for (i) \$4, \$8, \$9, or \$12 off any purchase or (ii) \$5 off a purchase of \$20 or more, or \$10 off a purchase of \$35 or more. If you received this Email Notice and do not submit a claim, you shall receive one (1) Settlement Voucher for \$8 off any purchase. To receive a different type of Settlement Voucher, you must timely complete and submit a valid Claim Form, and, if required, submit proof of such purchase(s). A Claim Form is available by clicking [HERE](#). The deadline to submit a Claim Form is _____. If you wish to submit a Claim Form, your Class Member ID is _____.

What are my other options? If you don’t want to be legally bound by the Settlement, you must exclude yourself by _____, or you won’t be able to sue Guess about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Settlement 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 Class Members (Aiman-Smith & Marcy and Stonebarger Law A.P.C.) for \$494,000 in attorneys' fees and costs, and for the class representatives' (Versil Milton and Shiloh Borsh) request for \$2,000 each for their services. You may ask to appear at the hearing, but you don't have to.

What am I giving up if I stay in the Class? Upon entry of the Final Order and Judgment, Class Releasers shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all Class Released Claims against all Released Parties. The term "Class Releasers" means Plaintiffs and all Class Members who do not timely and sufficiently request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives. The term "Class Released Claims" means all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, in law or equity, fixed or contingent, which they have or may have, arising out of or relating to any of the acts, omissions or other conduct that have been alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action, including, but not limited to, any and all claims related in any way to the advertisement of prices at Guess Factory stores in California. The term "Released Parties" means Guess?, Inc., and Guess? Retail, Inc., and each of their direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them.

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
POSTCARD NOTICE

YOU ARE RECEIVING THIS POSTCARD BECAUSE YOU MAY HAVE SHOPPED AT A GUESS FACTORY STORE IN CALIFORNIA BETWEEN APRIL 17, 2011 AND [MONTH] [DAY], [YEAR].

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Los Angeles County Superior Court ("Court") titled *Guess Outlet Stores Pricing* ("Action"). According to available records, you might be a "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 the Action about? Plaintiffs Versil Milton and Shiloh Borsh allege that Guess?, Inc., and Guess? Retail, Inc. ("Guess" or "Defendants") engaged in deceptive advertising by advertising purportedly improper reference prices on merchandise. Guess denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to Guess Factory customers and resolve the case.**

Am I a Class Member? You are a "Class Member" if between April 17, 2011 and [Month] [Day], [Year], you purchased any product where a higher reference price was displayed in a Guess Factory store in California, and you are not Defendants' Counsel, Defendants' officers, directors, and employees, or the judge presiding over the Action.

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a Settlement Voucher or Settlement Vouchers, depending on your total qualifying purchases and, good for purchase at any Guess Factory store in California, for (i) \$4, \$8, \$9, or \$12 off any purchase or (ii) \$5 off a purchase of \$20 or more, or \$10 off a purchase of \$35 or more. If you received this Postcard Notice and do not submit a Claim Form, you shall receive one (1) Settlement Voucher for \$8 off any purchase. To receive a different type of Settlement Voucher, you must timely complete and submit a valid Claim Form, and, if required, submit proof of such purchase(s). A Claim Form is available by clicking [HERE](#). The deadline to submit a Claim Form is _____. If you wish to submit a Claim Form, your Class Member ID is _____.

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by _____, or you won't be able to sue Guess 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 Class Members (Aiman-Smith & Marcy and Stonebarger Law A.P.C.) for \$494,000 in attorneys' fees and costs, and for the class representatives' (Versil Milton and Shiloh Borsh) request for \$2,000 each for their services. You may ask to appear at the hearing, but you don't have to.

What am I giving up if I stay in the Class? Upon entry of the Final Order and Judgment, Class Releasers shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all Class Released Claims against all Released Parties. The term "Class Releasers" means Plaintiffs and all Class Members who do not timely and sufficiently request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, and

personal representatives. The term "Class Released Claims" means all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, in law or equity, fixed or contingent, which they have or may have, arising out of or relating to any of the acts, omissions or other conduct that have been alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action, including, but not limited to, any and all claims related in any way to the advertisement of prices at Guess Factory stores in California. The term "Released Parties" means Guess?, Inc., and Guess? Retail, Inc., and each of their direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them.

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 E
STORE NOTICE

SUMMARY NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All persons who shopped at a Guess Factory store in California between April 17, 2011 and [Month] [Day], 2018.

WHAT IS THE PURPOSE OF THIS NOTICE?

A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the Los Angeles County Superior Court (“Court”) titled *Guess Outlet Stores Pricing* (“Action”). The purpose of this notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

WHAT IS THE ACTION ABOUT?

Plaintiffs Versil Milton and Shiloh Borsh allege that Guess?, Inc., and Guess? Retail, Inc. (“Guess” or “Defendants”) engaged in deceptive advertising by advertising purportedly improper reference prices on merchandise. Guess denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. **No court has decided which side is right. But both sides agreed to provide benefits to Guess Factory customers and resolve the case.**

AM I A CLASS MEMBER?

You are a “Class Member” if between April 17, 2011 and [Month] [Day], [Year], you purchased a product where a higher reference price was displayed in a Guess Factory store in California, and you are not Defendants’ Counsel, Defendants’ officers, directors, and employees, or the judge presiding over the Action.

WHAT RELIEF DOES THE SETTLEMENT PROVIDE?

If you are a Class Member, you are eligible to receive a Settlement Voucher or Settlement Vouchers, depending on your total qualifying purchases, good for purchase at any Guess Factory store in California, for (i) \$4, \$8, \$9, or \$12 off any purchase or (ii) \$5 off a purchase of \$20 or more, or \$10 off a purchase of \$35 or more. To receive a Settlement Voucher or Settlement Vouchers, you must timely complete and submit a valid Claim Form, and, if required, submit proof of such purchase(s). A Claim Form is available at [settlement URL] or by writing the Claims Administrator at the address below. The deadline to submit a Claim Form is [Month] [Day], 2018.

WHAT ARE MY OTHER OPTIONS?

If you don’t want to be legally bound by the Settlement, you must exclude yourself by [Month] [Day], 2018, or you won’t be able to sue Guess about the legal claims in the Action ever again. If you

exclude yourself, you cannot receive a Settlement Voucher from this Settlement. If you stay in the Settlement, you may object to it by [Month] [Day], 2018. The detailed notice available at [settlement URL] explains how to request exclusion or object. The Court will hold a hearing on [Month] [Day], 2018 at [Time] to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (Aiman-Smith & Marcy and Stonebarger Law A.P.C.) for \$494,000 in attorneys’ fees and costs, and for the class representatives’ (Versil Milton and Shiloh Borsh) request for \$2,000 each for their services. You may ask to appear at the hearing, but you don’t have to.

WHAT AM I GIVING UP IF I STAY IN THE CLASS?

Upon entry of the Final Order and Judgment, Class Releasers shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged all Class Released Claims against all Released Parties. The term “Class Releasers” means Plaintiffs and all Class Members who do not timely and sufficiently request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives. The term “Class Released Claims” means all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, in law or equity, fixed or contingent, which they have or may have, arising out of or relating to any of the acts, omissions or other conduct that have been alleged or otherwise referred to in the Complaint, or any preceding version thereof filed in the Action, including, but not limited to, any and all claims related in any way to the advertisement of prices at Guess Factory stores in California. The term “Released Parties” means Guess?, Inc., and Guess? Retail, Inc., and each of their direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them.

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 [settlement URL]. You may also write to the Claims Administrator at the email address [admin@emailaddress.com] or the postal address [Number Street, City, State ZIP Code].

EXHIBIT F
Claim Form

Guess Outlet Stores Pricing 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 Settlement Voucher or Settlement Vouchers and communicate with you if any problems arise with your claim.*

Class Member Number (if available): _____

Name (first, middle, and last): _____

Residential Street Address: _____

City, State, and ZIP code: _____

Email Address: _____

Telephone Number: (_____) _____

CONFIRMATION OF CLASS MEMBERSHIP. I declare that I believe that, during the period of time between April 17, 2011 and [Date], I purchased from a Guess Factory store in California an item or items where a higher reference price was displayed, and that my purchases during this period totaled (*select one*):

- less than \$25.00 (Tier 1).
- more than \$25.01, but less than \$75.00, and I have attached proof of my purchase(s) (Tier 2).
- more than \$75.01, but less than \$250.00, and I have attached proof of my purchase(s) (Tier 3).
- more than \$250.01, and I have attached proof of my purchase(s) (Tier 4).

[Note for Claims Administrator: the following data entry form should be shown to all Claimants. Claimants should be able to add rows as needed.]

Please provide information about the purchases that you are claiming above:

Approximate Month and Year of Purchase	Approximate Location (City) of Purchase	Approximation of Total Spent on Claimed Items

- [Click here to add an additional row.](#)

[Note for Claims Administrator: after the Class Member elects the relevant tier, regardless of whether the Class Member provides a Class Member Number, the online Claim Form should provide a means for the Class Member to upload pictures of receipts. If the Class Member does not upload receipts, but has elected Tiers 2, 3, or 4, the following disclosure should be provided.]

You have not uploaded any proofs of purchase or receipts. If you would like to mail them to the Claims Administrator so as to support your claim, please send them to _____.

The Claims Administrator and/or Guess may verify your claim.

SELECTION OF FORM OF SETTLEMENT VOUCHER. If, under the terms of the Amended Settlement Agreement, I may select the form of Settlement Voucher(s) I am to receive, I choose:

[Note to the Claims Administrator: the language below should only be shown in a Claim Form if the Class

Amended Settlement Agreement and Release

Member selected Tier 1.]

- 1 Settlement Voucher good for \$4 off any purchase, or
- 1 Settlement Voucher good for \$5 off a purchase of \$20 or more

[Note to the Claims Administrator: the language below should only be shown in a Claim Form if the Class Member selected Tier 2.]

- 1 Settlement Voucher good for \$8 off any purchase, or
- 1 Settlement Voucher good for \$10 off a purchase of \$35 or more

[Note to the Claims Administrator: the language below should only be shown in a Claim Form if the Class Member selected Tier 3.]

- 1 Settlement Voucher good for \$9 off any purchase, or
- 2 Settlement Vouchers, each good for \$10 off a purchase of \$35 or more

[Note to the Claims Administrator: the language below should only be shown in a Claim Form if the Class Member selected Tier 4.]

- 1 Settlement Voucher good for \$12 off any purchase, or
- 3 Settlement Vouchers, each good for \$10 off a purchase of \$35 or more

The full terms and conditions for each type of Settlement Voucher are in Section 1.32 of the Amended Settlement Agreement.

EMAIL ADDRESS FOR SETTLEMENT VOUCHER DELIVERY. Please confirm the email address to which you would like the Settlement Voucher(s) delivered.

[Note to the Claims Administrator: insert the email address that was provided earlier in the form, for reference, in the blank space below.]

Would you like your Settlement Voucher delivered to _____? Yes No

If “no,” please provide the email address to which you would like the Settlement Voucher(s) delivered: _____.

ACKNOWLEDGEMENT. I have received notice of the class action Settlement in this case and I am a member of the class of persons described in the notice. I am aware that I can obtain a copy of the full notice and Amended 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: _____

Amended Settlement Agreement and Release

EXHIBIT G
[PROPOSED] FINAL ORDER AND JUDGMENT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Coordination Proceeding Special Title
GUESS OUTLET STORES PRICING
Included Actions:
Adame and Milton vs. Guess?, Inc., et al.,
Los Angeles County Superior Court No.
BC579128
Borsh vs. Guess?, Inc., San Francisco County
Superior Court No. CGC-16-551789

JCCP No. 4883
**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

On _____ (month) ____ (day), this Court heard plaintiffs Versil Milton and Shiloh Borsh’s (“Plaintiffs”) motion for final approval of the class action settlement. This Court reviewed: (a) the motion and the supporting papers, including, the Amended Settlement Agreement and Release (“Agreement” or “Settlement”); (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.

FINDINGS:

1. Unless otherwise specified, defined terms in Agreement have the same definition as used in this Final Order and Judgment.
2. The Court finds the Settlement was entered into in good faith, that it is fair, reasonable and adequate, and that it satisfies the standards and applicable requirements for final

1 approval of this class action settlement under California law, including the provisions of
2 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

3 **3.** The Parties adequately performed their obligations under the Agreement.

4 **4.** Defendants Guess?, Inc., and Guess? Retail, Inc., (“Defendants” or “Guess”),
5 provided notice to Class Members in compliance with Section 3.3 of the Agreement, California
6 Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California
7 and United States Constitutions, and any other applicable law. The notice: (i) fully and accurately
8 informed Class Members about the lawsuit and Settlement; (ii) provided sufficient information so
9 that Class Members were able to decide whether to accept the benefits offered, opt-out and pursue
10 their own remedies, or object to the proposed Settlement; (iii) provided procedures for Class
11 Members to file written objections to the proposed Settlement, to appear at the hearing, and to
12 state objections to the proposed Settlement; and (iv) provided the time, date and place of the final
13 fairness hearing.

14 **5.** An award of \$_____ in attorneys’ fees and costs to Class
15 Counsel is fair and reasonable in light of the nature of this case, Class Counsel’s experience and
16 efforts in prosecuting this Action, and the benefits obtained for the Class.

17 **6.** An incentive award to Plaintiffs Versil Milton and Shiloh Borsh in the amount of
18 \$_____ (each) is fair and reasonable in light of: (a) Plaintiffs’ risks (including
19 financial, professional, and emotional) in commencing this action as the class representative;
20 (b) the time and effort spent by Plaintiffs in litigating this action as the class representative; and
21 (c) Plaintiffs’ public interest service.

22 **IT IS ORDERED THAT:**

23 **7. Class Members.** For Settlement purposes, the Class Members are defined as:

24 All individuals who, between April 17, 2011 and the date of entry
25 of the Preliminary Approval Order, purchased an item from any
26 Guess Factory store in the state of California where a higher
27 reference price was displayed. Excluded from the Class are
28 Defendants’ Counsel, Defendants’ officers, directors, and
 employees, and the judge presiding over the Action.

1 **8. Binding Effect of Order.** This order applies to all claims or causes of action
2 settled under the Agreement, and binds all class members, including those who did not properly
3 request exclusion under paragraph 7 of the Preliminary Approval and Provisional Class
4 Certification Order. This order does not bind persons who filed timely and valid requests for
5 exclusion. Attached as Exhibit A is a list of persons who properly requested to be excluded from
6 the Settlement.

7 **9. Release.** Plaintiffs and all Class Members who did not properly request exclusion
8 are: (1) deemed to have released and discharged Guess from all claims arising out of or asserted
9 in this Action and claims released under the Agreement; and (2) barred and permanently enjoined
10 from asserting, instituting, or prosecuting, either directly or indirectly, these claims.

11 **10. Class Relief.** Guess will issue the appropriate Settlement Voucher(s) to each
12 Class Member who is an Authorized Claimant or is otherwise entitled to a Settlement Voucher
13 under Section 2.2(b) of the Agreement, according to the timeline set forth in Section 2.3 of the
14 Agreement.

15 **11. Attorney's Fees and Costs.** Class Counsel is awarded \$_____
16 total in fees and costs. Guess must pay Class Counsel this amount according to the timeline set
17 forth in Section 2.5 of the Agreement.

18 **12. Incentive Awards.** Plaintiff Versil Milton is awarded \$_____ in
19 total, as an incentive award. Plaintiff Shiloh Borsh is awarded \$_____ in total,
20 as an incentive award. Guess must pay Plaintiffs this amount according to the timeline set forth
21 in Section 2.4 of the Agreement.

22 **13. Judgment.** The Court finds that there is no reason for delay and directs the Clerk
23 to enter judgment in accordance with the terms of this Order as of the date of this Order.

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14. Court's Jurisdiction. Pursuant to the parties' request, California Code of Civil Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over this action and the parties until final performance of the Agreement.

IT IS SO ORDERED.

Dated: _____

JUDGE OF THE SUPERIOR COURT