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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF VENTURA

10
11 TIMUR SAFRANSKY, on behalf of himself
and all others similarly situated,

12 Plaintiffs

13
14 vs.

15 FOSSIL GROUP, INC., FOSSIL STORES I,
16 INC. and DOES 1 through 100, inclusive,

17 Defendants.

Case No. 56-2019-00526181-CU-BT-VTA

**AGREEMENT OF SETTLEMENT
AND RELEASE AND RELATED
EXHIBITS A THROUGH G**

Date: May 3, 2019
Time: 8:30 a.m.
Judge: Hon. Jeffrey G. Bennett
Dept: 21
Reservation Number: 2410020

AGREEMENT OF SETTLEMENT AND RELEASE

This **AGREEMENT OF SETTLEMENT AND RELEASE** (“*Agreement*”) is entered into by and between plaintiff Timur Safransky, individually, and in his representative capacity on behalf of all others similarly situated (“Plaintiff”), on the one hand, and defendants Fossil Group, Inc., and Fossil Stores I, Inc. (“Fossil” and/or “Defendants”), on the other (collectively referred to as the “Parties” or singularly “Party”), to effect the settlement set forth herein, subject to Court approval.

RECITALS

A. On September 13, 2017, plaintiff Timur Safransky filed a class action lawsuit against Fossil in the Southern District of California, on behalf of a class of California consumers who purchased products at Fossil outlet stores in California, and alleging violations of California’s Unfair Competition Law (“UCL”), False Advertising Law (“FAL”), and Consumer Legal Remedies Act (“CLRA”). The action was titled *Timur Safransky, individually and on behalf of all others similarly situated v. Fossil Group, Inc., and Fossil Stores I, Inc.*, Case No. 17-cv-1865-MMA-NLS (S.D. Cal.). On October 23, 2017, Plaintiff filed a First Amended Complaint. The First Amended Complaint alleged that Fossil used false and/or deceptive reference prices in its advertising for products sold at the Fossil outlet stores, improperly leading consumers to believe that they are receiving a discount on their purchases. On November 6, 2017, Fossil filed a motion to dismiss the First Amended Complaint. Plaintiff filed an opposition to the motion to dismiss, and Fossil filed a reply. By Order dated April 9, 2018, the district court denied Fossil’s motion to dismiss in its entirety.

B. Plaintiff and Fossil thereafter conducted a thorough investigation of the facts and analyzed the relevant legal issues in regard to the claims asserted in Plaintiff’s Complaint (defined below), the legal issues briefed in the motion to dismiss, and Fossil’s potential affirmative defenses to those claims.

C. Counsel for Plaintiff further reviewed informal discovery produced by Fossil, as well as extensive publicly-available information relating to Fossil, its advertising and sales practices, and financial status.

D. Fossil moreover has represented that, independent of the pendency of this action and the Parties’ settlement discussions, it has modified its pricing practices in Fossil outlet stores in California.

E. In light of the above, the Parties agreed to mediate the Action (defined below), and participated in a full day mediation session in San Francisco, California before Hon. Dickran Tevrizian (Ret.) of JAMS on August 15, 2018.

F. As a result of the mediation session and subsequent settlement discussions, the Parties reached an agreement on the material terms for resolution of the Action (defined below), the terms of which are set forth in this Agreement. The Parties signed a Term Sheet memorializing the Parties agreement pending their drafting and execution of a more formal settlement agreement.

G. In furtherance of the settlement process, on March 11, 2019, Plaintiff voluntarily dismissed the initial action without prejudice pursuant to Federal Rules of Civil Procedure 41(a)(1)(A)(ii) with the understanding and expectation that, once the Parties drafted and executed a more formal settlement agreement embodying the terms of the Term Sheet, Plaintiff would refile the dismissed claims and the Parties would seek approval of the class action settlement.

H. Plaintiff and his Counsel believe the claims asserted in the Complaint (defined below) have merit. Fossil has denied and continues to deny any and all allegations of wrongdoing alleged in the Action (defined below) and believes the claims asserted by Plaintiff are without merit. Nonetheless, the Parties have concluded that litigation could be protracted and expensive and desire the Action to be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience, and risk. The Parties also have considered the risks of continued litigation and the benefits to be obtained under the proposed Agreement and have considered the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either Plaintiff or Fossil.

I. It is now the intention of the Parties and the objective of this Agreement to avoid the costs of trial and settle and dispose of, fully and completely and forever, any and all claims and causes of action alleged in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiff, the Class, and Fossil hereby stipulate to the resolution 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 Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized:

1.1 As used herein, the term “**Action**” means the proceeding *Timur Safransky, individually and on behalf of all others similarly situated v. Fossil Group, Inc., and Fossil Stores I, Inc.*, Case No. 56-2019-00526181-CU-BT-VTA.

1.2 As used herein, the term “**Authorized Claimant**” means any Class Member who does not validly request exclusion from the Class and: (1) whom Fossil identifies as a Class Member and sends direct notice pursuant to Section 3.3(b) or (c), or (2) who timely submits a completed and valid Claim Form in accordance with the terms of this Agreement.

1.3 As used herein, the term “**Claim**” means a request made by a Class Member in order to receive a Merchandise Certificate 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 under this Agreement. The Claim Form will state that any Claim submitted will be under penalty of perjury, and shall be substantially similar to the form attached hereto 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 a third party administrator to be selected by Fossil, and any successors to that entity, that Fossil 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 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 terms set forth in this 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 terms set forth in this Agreement.

1.8 As used herein, the terms “*Class*” and “*Class Members*” means the following Class:

All persons who, during the period of time beginning September 13, 2013 through the date the Court enters preliminary approval, purchased one (1) or more outlet exclusive products at any Fossil outlet store in the State of California and did not receive a refund or credit for their purchase(s).

1.9 As used herein, the term “*Class Period*” means the period to which the settlement and this Agreement applies, as specified in the definition of the Class, namely September 13, 2013 through the date of the entry of order granting preliminary approval.

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 or could 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, discounts, and/or related promotions in Fossil outlet stores in California from the beginning of the Class Period to the date of the Final Order and Judgment.

1.11 As used herein, the term “*Class Releasors*” means 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 the Class Action Complaint filed by plaintiff in the Action.

1.13 As used herein, the term “*Court*” means the Ventura County Superior Court in which this Action is pending, and to which presentation of this Agreement for judicial review and approval will be made.

1.14 As used herein, the term “*Defendants*” and “*Fossil*” means the named Defendants in the Action: Fossil Group, Inc., and Fossil Stores I, Inc.

1.15 As used herein, the terms “*Defendants’ Counsel*” and “*Fossil’s Counsel*” means the law firm of Steptoe & Johnson LLP.

1.16 As used herein, the term “*Email Notice*” means the legal notice summarizing the proposed terms of this Agreement, as approved by Class Counsel, Fossil’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Agreement via electronic mail. The Email Notice shall 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 Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Agreement should be entered.

1.18 As used herein, the terms “*Final Order and Judgment*” mean the Court’s grant of final approval of the Agreement following the Fairness Hearing. The proposed Final Order and Judgment that Plaintiff submits to the Court for its approval shall be substantially similar to the form attached as **Exhibit G**.

1.19 As used herein, the term “*Final Settlement Date*” means the earlier of the following: (1) if no timely written objections to the Settlement are made, the date of entry of the Final Order and Judgment, or (2) if timely written objections to the Settlement are made, the date the Final Order and Judgment becomes “Final.” For purposes of this Section, “Final” means the occurrence of any of the following: (i) final affirmance on an appeal of the Final Order and Judgment, the expiration of the time for a petition for review of the Final Order and Judgment and, if the petition is granted, final affirmance of the Final Order and Judgment following review pursuant to that grant, or (ii) final dismissal of any appeal from the Final Order and Judgment or the final dismissal of any proceeding to review the Final Judgment, or (iii) if no appeal is filed, the expiration of the time for the filing or noticing of any appeal from the Court’s Final Order and Judgment.

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

1.21 As used herein, the term “*Plaintiff*” means Timur Safransky in his individual capacity only.

1.22 As used herein, the terms “*Plaintiff’s Counsel*” and “*Class Counsel*” mean the Law Offices of Zev B. Zysman, APC.

1.23 As used herein, the term “*Postcard Notice*” means the legal notice summarizing the proposed Agreement terms, as approved by Class Counsel, Fossil’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Agreement via regular postal mail. The Postcard Notice shall be substantially similar to the form attached as **Exhibit D**.

1.24 As used herein, the term “*Preliminary Approval Order*” means 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 Plaintiff submit to the Court for its approval shall be substantially similar to the form attached as **Exhibit A**.

1.25 As used herein, the term “*Qualifying Purchase*” means the purchase of any outlet exclusive product from the Fossil Outlet store in California within the Class Period.

1.26 As used herein, the term “*Released Parties*” means defendants Fossil Group, Inc., and Fossil Stores I, 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.

1.27 As used herein, the term “*Objection Deadline*” means the deadline by which Class Members must file any objections to the Agreement as set forth in the Preliminary Approval Order. The Objection Deadline shall be ninety (90) calendar days after entry of the Preliminary Approval Order. Thus, Class Members shall have sixty (60) calendar days to deliver objections.

1.28 As used herein the term “*Exclusion Deadline*” means the deadline by which Class Members must file any exclusion from the Agreement as set forth in the Preliminary Approval Order. The Exclusion Deadline shall be ninety (90) calendar days after entry of the Preliminary Approval Order. Thus, Class Members shall have sixty (60) calendar days to deliver requests for exclusions.

1.29 As used herein the term “*Claim Filing Deadline*” means the deadline by which Class Members must file all claims under the Agreement as set forth in the Preliminary Approval Order. The Claim Filing Deadline shall be ninety (90) calendar days after entry of the Preliminary Approval Order. Thus, Class Members shall have sixty (60) calendar days to deliver Claim Forms.

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

1.31 As used herein, the term “*Settlement Fund*” refers to the fact that Fossil has agreed to send Merchandise Certificates of \$11 each to the at least 408,000 Class Members for whom it has an address, resulting in a total value of at least \$4,488,000. The Merchandise Certificates shall be automatically distributed to each Authorized Claimant who received direct notice pursuant to Section 3.3(b) and (c) and who did not validly request exclusion from the Class. Additionally Fossil shall distribute to each other Authorized Claimant who did not receive direct notice under Section 3.3(b) or (c) and timely submits a completed and valid Claim Form, along with acceptable proof of Qualifying Purchase(s) pursuant to Section 3.5(b) and (d), one (1) Merchandise Certificate to the email address or postal address specified on the completed claim form. Fossil’s total commitment and obligation under the Agreement shall not exceed issuing more than 800,000 Merchandise Certificates.

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

1.33 As used herein, the term “*Store Notice*” means the legal notice summarizing the proposed Agreement terms, as approved by Class Counsel, Fossil’s Counsel, and the Court, to be provided to Class Members under Section 3.3 via signs posted in Fossil’s Outlet stores in California. The Store Notice shall be substantially similar to the form attached as **Exhibit E**.

1.34 As used herein, the term “*Merchandise Certificate*” means a single-use credit good for \$11.00 off any purchase of merchandise at any Fossil outlet store in California. Merchandise Certificates may not be used on the Fossil website. Merchandise Certificates will be valid for six (6) months from date of issuance. The Merchandise Certificates are stackable with other Merchandise Certificates in any transaction, and may be used with any other discounts and promotions, and on items that are on sale or otherwise discounted. The Merchandise Certificates shall not be redeemable for cash (including no cash back), may not be applied to past purchases, may not be used to purchase gift cards, and will not be replaced if lost, stolen or damaged. The Merchandise Certificates are fully transferable. There is no minimum purchase required to use a Merchandise Certificate. Merchandise Certificates are not gift certificates or gift cards within the meaning of California Civil Code §§ 1749.45 through 1749.6 or similar statutes in other states, and those sections are wholly inapplicable to the Merchandise Certificates.

2. AGREEMENT TERMS.

2.1 Award to the Class. Fossil shall issue one (1) Merchandise Certificate to each Authorized Claimant.

2.2 Distribution. Within sixty (60) calendar days of the Final Settlement Date, Fossil through the Claims Administrator, shall distribute the Merchandise Certificates to:

(a) Persons Who Received Direct Notice Pursuant to Section 3.3 (b) and (c): to the email address or postal address used for direct notice from the Settlement Fund, and

(b) Other Authorized Claimants: to the email or postal address designated on their Claim Form (subject to the cap of 800,000 Merchandise Certificates discussed in Section 1.31).

2.3 Individual Award to Plaintiff. The Parties acknowledge that Plaintiff must move the Court for approval of any incentive award to Plaintiff (the "Individual Award") in recognition of his efforts and activities in furtherance of both the litigation and this Agreement. Plaintiff agrees he will not seek an incentive award ("Individual Award") of greater than \$2,500. Fossil agrees not to oppose a request by Plaintiff for an Individual Award of up to \$2,500. Plaintiff further agrees that, in any event, Fossil will not be obligated to pay any Individual Award in excess of \$2,500 to Plaintiff. If the Court approves the Agreement and an Individual Award to Plaintiff, Fossil agrees to pay the award approved by the Court within twenty-one (21) calendar days of the Final Settlement Date. The Parties represent that their negotiation of and agreement to the compensation paid to the Plaintiff, which is separate and apart from any benefits to the Class, did not occur until after the substantive terms of the Agreement had been negotiated and agreed to in principle with the assistance of Hon. Dickran Tevrizian (Ret.). No interest shall be paid on the Individual Award.

2.4 Attorneys' Fees and Costs. The Parties acknowledge that Plaintiff shall move the Court for approval of an award to Class Counsel for attorneys' fees and costs. Plaintiff and Class Counsel agree Class Counsel will not seek an award greater than \$219,000, in the aggregate, for fees and costs. Fossil agrees not to oppose to Class Counsel's request for payment of \$219,000 (total) in attorneys' fees and costs. Plaintiff and Class Counsel further agree that, in any event, Fossil will not be obligated to pay any award to Class Counsel attorneys' fees and costs in excess of \$219,000 (total). If the Court approves the Agreement and an award of attorneys' fees and costs to Class Counsel, Fossil agrees to pay the attorneys' fees and costs approved by the Court to Class Counsel within twenty-one (21) calendar days of the Final Settlement Date. The Parties represent that the amount of the attorneys' fees and costs to be requested by Class Counsel was negotiated at arm's-length, separate and apart from any benefits to the Class, and only after agreement was reached on all substantive terms of the settlement, with the assistance of Hon. Dickran Tevrizian (Ret.). No interest shall be paid on the attorneys' fees and costs award.

2.5 Reduction in Plaintiff's 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 Awards sought by Plaintiff and Class Counsel shall not affect any of the Parties' other rights and obligations under the Agreement.

2.6 No Tax Liability. Under no circumstances will Fossil or Defendants' Counsel have any liability for taxes or tax expenses under the Settlement. Plaintiff 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 Fossil or Defendants' Counsel.

2.7 Implementation Costs. Fossil shall bear all the costs of providing notice to the Class (including the Website) in the manner prescribed in Section 3.3 of this Agreement and the costs associated with independent administration of benefits by the Claims Administrator.

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

2.9 Release by Plaintiff. In addition to the releases made by the Class Members set forth in Section 2.8 above, effective upon entry of the Final Order and Judgment, the Plaintiff makes the additional following general release of all past or present claims, known or unknown. Upon entry of the Final Order and Judgment, the Plaintiff, and each of his 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, Plaintiff, and each of Plaintiff's 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 THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff fully understands that the facts on which the Agreement is to be executed may be different from the facts now believed by Plaintiff and Class Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agrees that the Agreement will remain effective despite any difference in facts. Further, Plaintiff agrees that this waiver is an essential and material term of this release and the Agreement that underlies it and that without such waiver the Agreement would not have been accepted.

2.10 No Admission of Liability or Wrongdoing. This Agreement reflects the Parties' compromise and resolution 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 Fossil, 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. Fossil has denied and continues to deny each of the

claims and contentions alleged by Plaintiff in the Action. Fossil 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.

2.11 Settlement Information. Within ten (10) calendar days after the execution of this Agreement, Fossil will provide to Class Counsel information regarding the number of items offered for sale in Fossil outlet stores in California at a price of \$11.00 or less, along with a representative list of examples of such items.

3. CLASS NOTICE AND CLAIMS 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.

3.2 Preliminary Approval and Provisional Class Certification. Plaintiff shall file the motion for preliminary approval as soon as feasibly possible. The motion for preliminary approval shall request that the Court:

- (a) preliminarily approve this Agreement as fair, adequate, and reasonable;
- (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 Agreement, and attached as **Exhibits B-F**;
- (c) set a deadline for the filing of objections, exclusions, Claim Form submission, the filing of the fee, cost, and award motion, the final approval motion; and schedule the date of the Fairness Hearing;
- (d) provisionally certify the Class under CAL. R. CT. 3.769(d) for settlement purposes only;
- (e) stay all proceedings in the Action against Fossil until the Court renders a final decision on approval of the Agreement and sets a briefing schedule for the papers in support of the Final Order;
- (f) conditionally appoint Plaintiff as the Class Representative for settlement purposes only; and
- (g) conditionally appoint the law firm identified in Section 1.22 as Class Counsel for settlement purposes only.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as **Exhibit A**. Fossil 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 Fossil and its retained Claims Administrator will provide the Class with notice of the proposed Agreement by the following methods.

(a) **Settlement Website.** The Claims Administrator will post the Full Notice on the Website. The Full Notice shall be substantially similar to the form attached as **Exhibit B**. The Full Notice posted on the Website (the "Internet Posting") will also contain the Claim Form, Complaint, 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 thirty (30) calendar days after entry of the Preliminary Approval Order. The Internet Posting shall remain active at least until the Final Settlement Date.

(b) Email Notice. Fossil shall use reasonable efforts to identify those Class Members for whom it has a valid email address in its business records. Through the Claims Administrator, for those Class Members for whom Fossil has a valid email address, Fossil will send an Email Notice to such Class Members. The Email Notice shall 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. Fossil, through the Claims Administrator, will provide the Email Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order.

(c) Postcard Notice. Fossil shall use reasonable efforts to identify Class Members for whom it has a valid postal address in its business records, but no valid email address. Through the Claims Administrator, for those Class Members for whom Fossil does not have a valid email address, but does have a valid postal address, Fossil will send a Postcard Notice to such Class Members. The Postcard Notice shall 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. Fossil, through the Claims Administrator, will provide the Postcard Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order.

(d) Store Notice. Fossil will post a Store Notice in all of its California Fossil outlet stores, in a location visible to customers. This Notice 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. Fossil will post the Store Notice within thirty (30) 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 Plaintiff to file his brief in support of the Final Order and Judgment, Fossil 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 Agreement.

3.5 Claims Procedure.

(a) Class Members who received direct notice pursuant to Section 3.3 (b) and (c) do not need to submit a Claim Form. For each such Class Member, Fossil, through the Claims Administrator, will send one (1) Merchandise Certificate to the email address or postal address used for direct notice.

(b) Class Members who did not receive direct notice under Section 3.3(b) or (c) must complete and submit a valid Claim Form, including acceptable proof of Qualifying Purchase(s) during the Class Period as described in Section 3.5(d) below, on or before the Claim Filing Deadline in order to receive a Merchandise Certificate. For each such Class Member, Fossil, through the Claims Administrator, will send one (1) Merchandise Certificate to the email address or postal address specified on the completed Claim Form. In the event that there are more than 800,000 total Authorized Claimants (*see* Section 1.31), then Merchandise Certificates

will be distributed on a first come, first served basis, with Class Members who received direct notice being given priority over Claimants sent notice under this subsection.

(c) Date of Submission. The Claim Form, together with acceptable proof of Qualifying Purchase, 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) Acceptable Proof of Qualifying Purchase(s). Acceptable proof of Qualifying Purchases include [i] cash register receipt(s) clearly showing the date and location of purchase(s), [ii] email receipt clearly showing the date and location of purchase(s), [iii] cancelled check clearly showing the date of purchase(s), or [iv] transaction date from a credit or debit card clearly showing the date and location of 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 Claim Forms and to Prevent Fraudulent Claims. The Claims Administrator and/or Fossil may review all submitted Claim Forms and proof of Qualifying Purchase(s) for completeness, validity, accuracy, and timeliness, and may contact any Claimant, through the Claims Administrator, to request additional information and/or documentation to determine the validity of any claim. In addition, the Claims Administrator and/or Fossil may verify that: [i] the information set forth in or attached to a Claim Form is accurate; and [ii] the Claimant is a Class Member.

3.7 Objections. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.8 of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by delivering a timely written objection to the Court, Class Counsel, and Defendants' Counsel.

(a) To be timely, a written objection must be submitted no later than the Objection 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 to the Court, Class Counsel, and Defendants' Counsel. The Court has the discretion to reject untimely objections.

(b) Any written objections must 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." The objection will not be valid if it only objects to the Action's appropriateness or merits. Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections (whether by a subsequent objection, intervention, appeal, or any other process) to the Agreement.

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

3.8 Exclusion from the Class. Class Members may elect not to be part of the Class and not to be bound by this 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 Agreement, postmarked no later than the Exclusion Deadline. The Claims Administrator must serve on Class Counsel and Defendants' Counsel a list of Class Members who have timely and validly excluded themselves from the Class no later than five (5) calendar days after the Exclusion Deadline.

3.9 Final Order and Judgment. Before the Fairness Hearing, Plaintiff must apply to the Court for entry of Final Order and Judgment. Such an order shall be substantially similar to the form attached as **Exhibit G**. Class Counsel shall draft the motion papers, and Fossil's Counsel will not oppose the motion. Fossil shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Order and Judgment.

3.10 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Agreement 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 Agreement.

4. Termination of the Agreement.

4.1 Right to Terminate Agreement. Either Party has the right to terminate and withdraw from the Agreement at any time prior to the Fairness Hearing if the Court makes an order inconsistent with the terms of this Agreement which is so material that the key terms of the Agreement cannot be affected (except for an order reducing the Class Counsel award or the Plaintiff's Individual Settlement Award).

4.2 Effect of Agreement if Agreement Is Not Approved. This Agreement was entered into only for the purpose of settlement of the Action. In the event that Section 4.1 is invoked by either Party, the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any modifications of this Agreement that are not acceptable to all Parties, or if the Court does not approve the Agreement 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; (b) Plaintiff will voluntarily dismiss this case and re-file the Complaint in the United States District Court for the Southern District of California; and (c) no term or draft of this 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 Agreement or enter the Final Order and Judgment for any reason, or if the

Final Settlement Date does not occur for any reason, Fossil shall retain all its rights to object to the maintenance of the Action as a class action, and nothing in this Agreement or other papers or proceedings related to the Agreement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action provided however, that Fossil will nonetheless bear the costs of Administration and notice.

5. ADDITIONAL PROVISIONS.

5.1 Change of Time Periods. All time periods and dates described in this 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 Agreement. The Parties agree the Agreement is fair, adequate, and reasonable and the Agreement was the result of informed, intense, non-collusive, and arms-length negotiations, taking into account all relevant factors, present and potential. The Agreement was reached after extensive negotiations, including an all-day mediation session conducted with the assistance of Hon. Dickran Tevrizian (Ret.) of JAMS.

5.3 Real Parties in Interest. In executing this 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 Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

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

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

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

5.8 Entire Agreement. This Agreement and the exhibits thereto contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This 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 Agreement.

5.9 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all 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 Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this 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 Agreement.

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

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

5.16 Cooperation of the Parties. The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement. Specifically, the Parties to this Agreement agree to prepare and execute all documents, to seek Court approvals, defend Court approvals, and to do all things reasonably necessary to complete the settlement described in this Agreement. Further, the Parties will comply in good faith with the terms and conditions of the Agreement. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

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

5.18 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

5.19 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages 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.

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

5.21 Inadmissibility. This Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, this Agreement shall not 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 Agreement and the binding effect of the Final Order and Judgment.

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

5.23 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with the 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 Fossil to the attention of Fossil’s Counsel, and if to Class Members to the attention of Class Counsel on their behalf.

CLASS COUNSEL	FOSSIL’S COUNSEL
Zev B. Zysman LAW OFFICES OF ZEV B. ZYSMAN APC 15760 Ventura Boulevard, 16th Floor Encino, CA 91436	Stephanie A. Sheridan STEPTOE & JOHNSON LLP One Market Street, Steuart Tower Suite 1800 San Francisco, CA 94105

5.24 List of Exhibits: The following exhibits are attached to this 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: 2/19/2019


TIMUR SAFRANSKY

Dated: _____

FOSSIL GROUP, INC., AND
FOSSIL STORES I, INC.

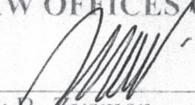
By: _____

Its: _____

APPROVED AS TO FORM:

Dated: 2/19/19

LAW OFFICES OF ZEV B. ZYSMAN, APC


Zev B. Zysman

Dated: _____

STEPTOE & JOHNSON LLP

Stephanie A. Sheridan

Dated: _____

TIMUR SAFRANSKY

Dated: _____

FOSSIL GROUP, INC., AND
FOSSIL STORES I, INC.



By: John White

Its: EVP + COO of FGI,
President of Fossil Stores I, Inc.

APPROVED AS TO FORM:

Dated: _____

LAW OFFICES OF ZEV B. ZYSMAN, APC

Zev B. Zysman

Dated: _____

STEPTOE & JOHNSON LLP

Stephanie A. Sheridan

Dated: _____

TIMUR SAFRANSKY

Dated: _____

FOSSIL GROUP, INC., AND
FOSSIL STORES I, INC.

By: John White

Its: EVP + COO of FGI,
President of Fossil Stores I, Inc.

APPROVED AS TO FORM:

Dated: _____

LAW OFFICES OF ZEV B. ZYSMAN, APC

Zev B. Zysman

Dated: 2/27/2019

STEPTOE & JOHNSON LLP

Stephanie A. Sheridan

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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

TIMUR SAFRANSKY, on behalf of himself
and all others similarly situated,

Plaintiffs

v.

FOSSIL GROUP, INC., FOSSIL STORES I,
INC., and DOES 1 through 100, inclusive,

Defendants.

Case No.

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

Judge:
Dept:

On _____ (month) ____ (day), 2018, this Court heard Plaintiff Timur Safransky’s (“Plaintiff”) 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 Agreement of Settlement and Release (the “Agreement” or “Settlement”). Based on this review and the findings below, the Court finds good cause to GRANT the motion.

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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.

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

4. For settlement purposes only, the Court finds the Class is so numerous that joinder of all Class Members is impracticable, Plaintiff's claims are typical of those of the Class, there are questions of law and fact common to the Class and such common questions which predominate over any questions affecting only individual members of the Class, and Class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

IT IS ORDERED THAT:

5. **Settlement Approval.** The Agreement of Settlement, including the Full Notice, Email Notice, Postcard Notice, Store Notice, and Claim Form attached to the Agreement as Exhibits B-F, is preliminarily approved.

6. **Provisional Certification.** The Class is provisionally certified, for settlement purposes only, as follows:

All persons who, during the period of time beginning September 13, 2013 through the date the Court enters preliminary approval, purchased one (1) or more outlet exclusive products at any Fossil outlet store in the State of California and did not receive a refund or credit for their purchase(s).

Excluded from the Class are Defendants' Counsel, Defendants' officers, directors, and employees, and the judge presiding over the Action.

1 **7. Appointment of Class Representative and Class Counsel.** Plaintiff Timur
2 Safransky is conditionally certified as the class representative to implement the Settlement. The
3 Law Offices of Zev B. Zysman, APC is conditionally appointed as Class Counsel. The Court
4 finds Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.

5 **8. Provision of Class Notice.** Defendants Fossil Group, Inc., and Fossil Stores I,
6 Inc. (“Fossil” or “Defendants”) shall notify the Class of the Settlement in the manner specified
7 under Section 3.3 of the Agreement and will pay all costs associated with claims administration
8 and providing notice.

9 **9. Objection to Settlement.** Class Members who have not submitted a timely
10 written exclusion and who desire to object to the Agreement may file a written objection with the
11 Court and serve such objection on Class Counsel and Fossil’s Counsel no later than ninety (90)
12 calendar days after entry of this Order. The delivery date is deemed to be the date the objection
13 is deposited in the U.S. Mail as evidenced by the postmark. Written objections should state: **(1)**
14 the name and case number of the Action; **(2)** the Class Member’s full name, address, and
15 telephone number; **(3)** the words “Notice of Objection” or “Formal Objection”; **(4)** in clear and
16 concise terms, the legal and factual arguments supporting the objection; **(5)** facts supporting the
17 person’s status as a Class Member (e.g., either any unique identifier included by the Claims
18 Administrator in his/her notice, or the date and location of his/her relevant purchases); **(6)** the
19 Class Member’s signature and the date; and **(7)** the following language immediately above the
20 Class Member’s signature and date: “I declare under penalty of perjury under the laws of the
21 State of California that the foregoing statements regarding class membership are true and correct
22 to the best of my knowledge.” The objection will not be valid if it only objects to the Action’s
23 appropriateness or merits. Class Members have the option to appear at the Fairness Hearing,
24 either in person or through personal counsel hired at the Class Member’s expense, to object to
25 the fairness, reasonableness, or adequacy of the Agreement, the award of attorneys’ fees and
26 costs, or to the incentive award to the Class Representative. However, Class Members (with or
27 without their attorneys) intending to make an appearance at the Fairness Hearing must inform the
28 Parties and the Court no later than ninety (90) calendar days after entry of this Order by

1 providing a “Notice of Intention to Appear.” Such a “Notice of Intention to Appear” must be
2 timely file and served upon the Court, Class Counsel, and Defendants’ Counsel. Only Class
3 Members who file and serve timely Notices of Intention to Appear may speak at the Fairness
4 Hearing.

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

10 **11. Requesting Exclusion.** Class Members who desire to be excluded from the
11 Agreement must send a letter or postcard to the Claims Administrator stating: (a) the name and
12 case number of the Action; (b) the full name, address, and telephone number of the person
13 requesting exclusion; and (c) a statement that he/she does not wish to participate in the
14 Agreement, postmarked no later than ninety (90) calendar days after entry of this Order. If a
15 Class Member submits a Claim Form and a request for exclusion, the request for exclusion will
16 be deemed invalid.

17 **12. Claim Form.** Except for Class Members who received direct notice under
18 Section 3.3(b) or (c) of the Agreement, Class Members must submit a complete and valid Claim
19 Form, and provide proof of Qualifying Purchase(s) as described in Section 3.5(d) of the
20 Agreement, no later than ninety (90) calendar days after entry of this Order in order to be
21 included in the distribution of the Merchandise Certificates.

22 **13. Termination.** If the Agreement terminates for any reason, the following will
23 occur: (a) this Order and all of its provisions will be vacated, including, but not limited to,
24 vacating conditional certification of the Class, conditional appointment of Plaintiff as class
25 representative, and conditional appointment of Plaintiff’s Counsel as Class Counsel; (b) Plaintiff
26 will voluntarily dismiss this case and re-file the Complaint in the United States District Court for
27 the Southern District of California; and (c) no term or draft of the Agreement, or any part of the
28 Parties’ settlement discussions, negotiations or documentation will have any effect or be

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

5 **15. 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
7 as are necessary to implement the Agreement and this Order.

8 **16. 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 Plaintiff's request for attorneys' fees and costs, and Class
11 Representative's incentive award must be filed no later than fourteen (14) calendar days before
12 the deadline for Class Members to object to the Agreement. All papers supporting final approval
13 of the Agreement must be filed no later than fourteen (14) calendar days before the Fairness
14 Hearing. All papers in response to any objection must be filed no later than seven (7) calendar
15 days before the Fairness Hearing. Based on the date of this Order and the date of the Fairness
16 Hearing, the following are the certain associated dates in this Agreement:

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	30 days after entry of this Order	
Last day for Plaintiff to file fee petition	76 days after entry of this Order	
Last day for Class Members to file a claim, request exclusion or object to the Agreement	90 days after entry of this Order	
Last day for Parties to file briefs in support of the Final Order and Judgment	14 days before Fairness Hearing	
Last day for Parties, individually or jointly, to file a response to any objection	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, Fossil 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 VENTURA

Safransky v. Fossil Group, Inc., and Fossil Stores I, Inc.

Case No.

**IF YOU PURCHASED OUTLET EXCLUSIVE MERCHANDISE
FROM A FOSSIL OUTLET STORE IN CALIFORNIA, YOU MAY
BE ELIGIBLE TO RECEIVE AN AWARD USABLE FOR FUTURE
PURCHASES.**

*A CALIFORNIA COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A
LAWYER.*

A settlement (the "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 Ventura (the "Action"). If the Court gives final approval to the Settlement, Fossil Group, Inc., and Fossil Stores I, Inc. ("Fossil") will provide, for each eligible Class Member (eligibility described below) one Merchandise Certificate for \$11.00 off a future purchase (no minimum purchase) at a Fossil outlet store in California, subject to the additional conditions explained 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	If you did not receive direct notice of this settlement via email or postcard, but want to obtain a Merchandise Certificate, you must submit a Claim Form, along with proof of Qualifying Purchase. Visit the Settlement website located at _____ to obtain a Claim Form.	Deadline: _____
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Merchandise Certificate under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Fossil regarding the allegations in the Action ever again.	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 Plaintiff's request for a service award 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) Merchandise Certificate for \$11.00 off any purchase (no minimum purchase). If you did not receive direct notice, you will receive nothing, unless you submit a timely and valid Claim Form, along with proof of Qualifying Purchase.</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 MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM..... ##

8. How can I get a Merchandise Certificate?
9. When will I get my Merchandise Certificate?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF ##

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
12. Will the Representative Plaintiff receive any compensation for his 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 Fossil's 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 Settlement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiff Timur Safransky (the "Representative Plaintiff") filed a lawsuit against Fossil on behalf of himself and all others similarly situated. The lawsuit alleges that Fossil engaged in deceptive advertising by advertising false reference prices on outlet exclusive merchandise in Fossil outlet stores in California.

Fossil 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. Fossil further denies that any Class Member is entitled to any relief and that, this Action is appropriate for certification as a class action, other than for settlement purposes.

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 Plaintiff's claims in the Action.

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

3. *Why is this a class action?*

In a class action lawsuit, one or more people called "Representative Plaintiff(s)" (in this Action, Timur Safransky) 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 company sued in this case – Fossil – is called the Defendant.

4. *Why is there a Settlement?*

The Representative Plaintiff has made claims against Fossil. Fossil denies it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or Fossil should win this Action. Instead, both sides agreed to the Settlement to avoid the cost, risks, and delay of continued

litigation.

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 persons who, during the period of time beginning September 13, 2013 through the date the Court enters preliminary approval, purchased one (1) or more outlet exclusive products at any Fossil outlet store, in the State of California and did not receive a refund or credit for their purchase(s).

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?*

Fossil has agreed to provide Class Members with a Merchandise Certificate that may be used on any purchase in a Fossil outlet store in California.

Class Members who receive direct notice of this Settlement via email or postcard shall automatically receive one (1) Merchandise Certificate for \$11.00 off any purchase.

Class Members who did not receive direct notice of this Settlement via email or postcard, but who purchased outlet exclusive merchandise from the Fossil outlet stores in California during the Class Period, shall also receive one (1) Merchandise Certificate for \$11.00 off any purchase, but only if they complete and submit a timely and valid Claim Form, including acceptable proof of Qualifying Purchase(s).

Merchandise Certificates are single-use credits usable for the purchase of any merchandise in any Fossil outlet store in California and will be valid for six (6) months from the date of issuance; they may not be used online. No minimum purchase is required. More than one Merchandise Certificate may be applied in any transaction. The Merchandise Certificates may be used with any other discounts or promotions, and on any items that are on sale or otherwise discounted. The Merchandise Certificates shall not be redeemable for cash (including no cash back), may not be applied to past purchases, may not be used to purchase gift cards, and will not be replaced if lost, stolen, damaged or expired. The Merchandise

Certificates are fully transferable.

HOW TO OBTAIN A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM

8. *How do I get a Merchandise Certificate?*

If you received direct notice of this settlement, a Merchandise Certificate will be sent to you automatically. If you did not receive direct notice of this Settlement, you must submit a completed Claim Form, including acceptable proof of Qualifying Purchase(s). 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, submit the acceptable proof of Qualifying Purchase(s), and postmark it by _____ or submit it online on or before 11:59 p.m. (Pacific) on _____.

9. *When will I get my Merchandise Certificate?*

As described in Sections 17 and 18, the Court will hold a hearing on _____ at _____, to decide whether to approve the Settlement. You can continue to monitor the progress of the case on the following website _____.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

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

The Court has ordered that the Law Offices of Zev B. Zysman, APC (“Class Counsel”) to represent the interests of the Class. You will not be separately charged for Class Counsel. 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?*

Fossil has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$219,000, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs and the amount awarded will **not** reduce the benefits available to you under the Settlement. Please see Section 2.4 of the Agreement of Settlement, available [HERE](#), for additional details.

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

The Representative Plaintiff will request a service award of up to \$2,500 for his

services as class representative and his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative and the amount awarded will **not** reduce the benefits available to you under the Settlement.

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 Fossil. 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 Fossil regarding the claims in the Action. The Settlement, 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:

FOSSIL 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 Merchandise Certificate 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 Fossil 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 award to the Representative Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Agreement of Settlement 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) _____.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Superior Court of the State of California, County of Ventura 800 South Victoria Avenue Department __ Ventura, California 93009	Zev B. Zysman Law Offices of Zev B. Zysman 15760 Ventura Boulevard 16th Floor Encino, CA 91436 (818) 783-8836	Stephanie A. Sheridan Steptoe & Johnson LLP One Market Street, Stuart Tower, Suite 1800 San Francisco, CA 94105 (415) 365-6700

Any written objections should contain: **(1)** the name and case number of the Action; **(2)** your 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 your status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in your notice, or the date and location of your relevant purchases); **(6)** your signature and the date; and **(7)** the following language immediately above the your 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 Settlement, the award of attorneys’ fees and costs, or the proposed incentive award to the Class Representative. 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. You may attend, but you do not have to. 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 award to the Representative Plaintiff. Class Counsel will file with the Court their motion for award of attorneys' fees and costs and Class Representative's service payments no later than [date]. After that date, you may view the motion on the Settlement Website.

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 _____ in Department __ of the Courthouse of the Ventura County Superior Court, located at 800 South Victoria Ave., Ventura, CA 93009. 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 the Fairness 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 Settlement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees, costs, and incentive award, 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 800 South Victoria Ave., Ventura, CA 93009. 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:

FOSSIL OUTLET STORES PRICING

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

EXHIBIT C
EMAIL NOTICE

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

IF YOU PURCHASED OUTLET EXCLUSIVE MERCHANDISE FROM FOSSIL OUTLET STORES IN CALIFORNIA, YOU MAY BE ELIGIBLE TO RECEIVE AN AWARD USABLE FOR FUTURE PURCHASES.

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Ventura County Superior Court ("Court") titled *Safransky v. Fossil Group, Inc., and Fossil Stores I, Inc.* ("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? Plaintiff Timur Safransky alleges that Fossil Group, Inc., and Fossil Stores I, Inc. ("Fossil" or "Defendants") engaged in deceptive advertising by advertising purportedly improper reference prices on outlet exclusive merchandise. Fossil 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 Fossil Outlet customers and resolve the case.**

Am I a Class Member? You are a "Class Member" if you fall into the following class:

All persons who, during the period of time beginning September 13, 2013 through the date the Court enters preliminary approval, purchased one (1) or more outlet exclusive products at any Fossil outlet store, in the State of California and did not receive a refund or credit for their purchase(s).

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a \$11.00 Merchandise Certificate good for any purchase at any Fossil outlet store in California. If you received this Email Notice, you shall automatically receive one (1) Merchandise Certificate for \$11.00 off any purchase (no minimum purchase) and do not need to submit any Claim Form. Merchandise Certificates will be distributed after the Court grants final approval of the Settlement and after any appeals are resolved. Merchandise Certificates are single-use credits usable for the purchase of any merchandise in any Fossil outlet store in California and will be valid for six (6) months from the date of issuance. No minimum purchase is required. More than one Merchandise Certificate may be applied in any transaction. The Merchandise Certificates may be used with any other discounts or promotions, and on any items that are on sale or otherwise discounted. The Merchandise Certificates shall not be redeemable for cash (including no cash back), may not be applied to past purchases, may not be used to purchase gift cards, and will not be replaced if lost, stolen, damaged or expired. The Merchandise Certificates are fully transferable.

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 Fossil about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Merchandise Certificate 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 (Law Offices of Zev B. Zysman, APC) for \$219,000 in attorneys' fees and costs, and for the Class Representative's (Timur Safransky) request for \$2,500 for his services. Both of these amounts shall be paid by Fossil separate and in addition to the benefits available to you under the Settlement and will not reduce the benefits available under the Settlement. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Agreement of Settlement, 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 PURCHASED OUTLET EXCLUSIVE MERCHANDISE FROM FOSSIL OUTLET STORES IN CALIFORNIA.

Why did I get this notice? A settlement (“Settlement”) has been proposed in a class action lawsuit pending in the Ventura County Superior Court (“Court”) titled *Safransky v. Fossil Group, Inc., and Fossil Stores I, Inc.* (“Action”). According to available records, you might be a “Class Member.” The purpose of this Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? Plaintiff Timur Safransky alleges that Fossil Group, Inc., and Fossil Stores I, Inc. (“Fossil” or “Defendants”) engaged in deceptive advertising by advertising purportedly improper reference prices on outlet exclusive merchandise. Fossil 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 Fossil customers and resolve the case.**

Am I a Class Member? You are a “Class Member” if you fall into the following class:

All persons who, during the period of time beginning September 13, 2013 through the date the Court enters preliminary approval, purchased one (1) or more outlet exclusive products at any Fossil outlet store, in the State of California and did not receive a refund or credit for their purchase(s).

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive a \$11.00 Merchandise Certificate good for any purchase at any Fossil outlet store in California. If you received this Postcard Notice, you shall automatically receive one (1) Merchandise Certificate for \$11.00 off any purchase (no minimum purchase) and do not need to submit any Claim Form. Merchandise Certificates will be distributed after the Court grants final approval of the Settlement and after any appeals are resolved. Merchandise Certificates are single-use credits usable for the purchase of any merchandise in any Fossil outlet store in California and will be valid for six (6) months from the date of issuance. No minimum purchase is required. More than one Merchandise Certificate may be applied in any transaction. The Merchandise Certificates may be used with any other discounts or promotions, and on any items that are on sale or otherwise discounted. The Merchandise Certificates shall not be redeemable for cash (including no cash back), may not be applied to past purchases, may not be used to purchase gift cards, and will not be replaced if lost, stolen, damaged or expired. The Merchandise Certificates are fully transferable.

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 Fossil about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Merchandise Certificate 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 (Law Offices of Zev B. Zysman, APC) for \$219,000 in attorneys' fees and costs, and for the Class Representative's (Timur Safransky's) request for \$2,500 for his services. Both of these amounts shall be paid by Fossil separate and in addition to the benefits available to you under the Settlement and will not reduce the benefits available under the Settlement. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Agreement of Settlement, 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**

**TO ALL PERSONS WHO PURCHASED MERCHANDISE FROM
FOSSIL OUTLET STORES IN CALIFORNIA**

A settlement ("Settlement") has been proposed in *Safransky v. Fossil Group, Inc., and Fossil Stores I, Inc.* (the "Action"), a class action lawsuit involving allegations that Fossil used false or misleading reference prices on outlet exclusive merchandise in its outlet stores. If you purchased one or more outlet exclusive products at a Fossil outlet store in California from September 13, 2013 - _____, and did not obtain a refund or credit, you may be eligible to receive a \$11.00 Merchandise Certificate good for any purchase at any Fossil outlet store in California.

If you did not receive direct notice of this Settlement via email or postcard, but want to obtain a Merchandise Certificate, you must submit a Claim Form, along with acceptable proof of Qualifying Purchase(s). To receive a Merchandise Certificate, you must submit a claim and proof of Qualifying Purchase(s) by _____. Claim Forms are available at _____.

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 Fossil about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Merchandise Certificate from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed notice available at the website above explains how to request exclusion or object. The Court will hold a hearing on _____ to consider whether to approve the Settlement.

More information? For complete information about the Settlement, to view the Agreement of Settlement, 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 F
Claim Form

Fossil Outlet Stores Pricing Claim Form

You must accurately complete all required portions of this Claim Form and submit the Claim Form under penalty of perjury.

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 Merchandise Certificate and to communicate with you if any problems arise with your claim.*

Name (first, middle, and last): _____

Residential Street Address: _____

City, State, and ZIP code: _____

Email Address: _____

Telephone Number: (____) _____

CONFIRMATION OF CLASS MEMBERSHIP. *You must check both boxes to receive a Merchandise Certificate:*

- I declare under penalty of perjury during the period from September 13, 2013 through _____, I purchased one or more products at a Fossil outlet store in California and did not receive a refund or credit for such purchase(s). Thus, under the Settlement, I am entitled to one (1) \$11.00 Merchandise Certificate.

AND

- I have attached proof of my purchase(s), as required to submit a valid claim.

Any proof of purchase(s) submitted herewith is a true and correct copy of a [1] cash register receipt(s), [2] email receipt, [3] cancelled check or [4] credit or debit card statement, which must show the date and location of the purchase. Any irrelevant personal identification information may be redacted.

[Note for Claims Administrator: The online Claim Form should provide a means for the Class Member to upload pictures of purchase or receipts. If the Class Member does not upload proof of purchase or receipts, 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 Fossil may verify your Claim Form, including proof of purchase.

EMAIL ADDRESS FOR MERCHANDISE CERTIFICATE DELIVERY. Please confirm the email address to which you would like the Merchandise Certificate delivered.

Would you like your Merchandise Certificate delivered to [email included by claimant at the beginning of form]? Yes No

If "no," please provide the email address to which you would like the Merchandise Certificate delivered: _____.

Agreement of Settlement

You will receive the Merchandise Certificate delivered by email. Only if you prefer to receive the Merchandise Certificate through the U.S. Mail, please check the following box and provide the address to which you would like the Merchandise Certificate 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 agree to release all the claims, known and unknown, stated in Section 2.8 of the Agreement of Settlement. I submit to the jurisdiction of the Superior Court of the State of California, County of Ventura with regard to my claim and for purposes of enforcing the release of claims stated in the Agreement of Settlement. I am aware that I can obtain a copy of the full notice and Agreement of Settlement at _____ or by writing the Claims Administrator at the email address _____ or the postal address _____. I agree to furnish additional information to support this claim if required to do so.

IF SUBMITTED ELECTRONICALLY:

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

IF SUBMITTED BY U.S. MAIL:

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

Dated: _____

Signature: _____

EXHIBIT G
[PROPOSED] FINAL ORDER AND JUDGMENT

1 **FINDINGS:**

2 1. Unless otherwise specified, defined terms in the Agreement have the same
3 definition as used in this Final Order and Judgment.

4 2. The Court finds the Settlement was entered into in good faith, that it is fair,
5 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
6 approval of this class action settlement under California law, including the provisions of
7 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

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

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

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

22 6. An incentive award to Plaintiff Timur Safransky in the amount of
23 \$ _____ is fair and reasonable in light of: (a) Plaintiff’s risks (including
24 financial, professional, and emotional) in commencing this action as the Class Representative;
25 (b) the time and effort spent by Plaintiff in litigating this action as the Class Representative; and
26 (c) Plaintiff’s public interest service.

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IT IS ORDERED THAT:

7. Class Members. For Settlement purposes, the Class is defined as follows:

All persons who, during the period of time beginning September 13, 2013 through the date the Court enters preliminary approval, purchased one (1) or more outlet exclusive products at any Fossil outlet store in the State of California and did not receive a refund or credit for their purchase(s).

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

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

10. Class Relief. Fossil will issue the appropriate Merchandise Certificate to each Class Member who is an Authorized Claimant or is otherwise entitled to a Merchandise Certificate under Section 2.1 of the Agreement, according to the procedure set forth in Section 2.2 of the Agreement.

11. Attorney's Fees and Costs. Class Counsel is awarded \$ _____ total in fees and costs. Fossil must pay Class Counsel this amount according to the timeline set forth in Section 2.4 of the Agreement.

12. Incentive Award. Plaintiff Timur Safransky is awarded \$ _____ in total, as an incentive award. Fossil must pay Plaintiff this amount according to the timeline set forth in Section 2.3 of the Agreement.

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

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