

Exhibit 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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**MALIK PAYANO, JUAN C. SUAREZ,
MAKESA KEKE FOFANA, MINDY LIU,
JUAN GARCIA, JORGE E. FLORES JR.,
AMANDA DIMEGLIO, SABINA
ADROVIC, ABIGAIL HAYNES, ANGELA
DISPENZA, STEPHANIE CONSTANZO,
ARONA COHEN, and MARTINA
HALAGA on behalf of themselves and others
similarly situated,**

CIVIL ACTION NO.: 15-CV-10178

Plaintiffs,

v.

**BURBERRY LIMITED a/k/a BURBERRYS
LIMITED,**

Defendant.

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JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Joint Stipulation of Settlement and Release (the “Agreement”) is entered into by and between Plaintiffs (as hereinafter defined) and the Class of individuals that they represent (as hereinafter defined) and Defendant (as hereinafter defined) (together with the Plaintiffs, the “Parties”).

RECITALS

WHEREAS, Plaintiffs Malik Payano, Juan C. Suarez, Makesa Keke Fofana, Mindy Liu, Juan Garcia, and Jorge E. Flores filed their Class Action Complaint against Defendant on December 31, 2015 asserting claims on behalf of certain sales associates employed by Defendant; and

WHEREAS, Plaintiffs filed an Amended Complaint on March 16, 2016 that, *inter alia*, added Amanda Dimeglio, Sabina Adrovic, Abigail Haynes, Angela Dispenza, Stephanie Constanzo, Arona Cohen, and Martina Halaga as Named Plaintiffs (Malik Payano, Juan C. Suarez, Makesa Keke Fofana, Mindy Liu, Juan Garcia, Jorge E. Flores, Amanda Dimeglio, Sabina Adrovic, Abigail Haynes, Angela Dispenza, Stephanie Constanzo, Arona Cohen, and Martina Halaga, collectively, the “Named Plaintiffs”); and

WHEREAS, in May 2016 Class Counsel advised Defendant’s Counsel that they intended to file another class action lawsuit on behalf of certain shipper/receivers employed by Defendant at certain stores (the “Threatened Action”); and

WHEREAS, the parties agreed to toll the claims of the shipper/receivers identified in the draft shipper/receiver complaint during a certain period; and

WHEREAS, Plaintiffs asserted class claims under the New York Labor Law and collective claims under the Fair Labor Standards Act and sought recovery of, among other things, overtime wages and attorneys' fees and costs; and

WHEREAS, Defendant denied and continues to deny all of the allegations made by Plaintiffs in the Litigation (as hereinafter defined) and have denied and continue to deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation; and

WHEREAS, nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation; and

WHEREAS, Class Counsel (as hereinafter defined) has conducted significant discovery, including but not limited to interviewing Plaintiffs and Class Members, reviewing and analyzing thousands of documents produced by Defendant; taking and defending multiple depositions and reviewing substantial additional information and data; and

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Defendant in the Litigation, and the impact of this Agreement on Plaintiffs and the Class (as hereinafter defined); and

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation with respect to certain claims, including the possibility that the Litigation, if not settled now, might result in a recovery that is less favorable to the Class, and that would not occur for several years, or at all, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Class.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth herein shall have the meanings ascribed to them below.

1.1 Agreement. "Agreement" shall mean this Joint Stipulation of Settlement and Release.

1.2 Claim Form. "Claim Form" shall mean the form provided to Class Members to complete and submit in order to become a Claimant and be eligible to obtain their Individual Settlement Amounts pursuant to this Agreement. The Claim Form shall be in the form attached as Exhibit 2 to this Agreement, or in such other form as approved by the Court. The Claim Form will be attached to the Notice and each Class Member

(except the Service Award Plaintiffs) will be required to submit a Claim Form to participate in the Settlement and receive an Individual Settlement Payment.

- 1.3 Claim Form Period.** “Claim Form Period” shall mean the period of time in between the Administrator’s mailing of the Claim Form and the Claim Form Deadline.
- 1.4 Claim Form Deadline.** “Claim Form Deadline” shall mean the date that is sixty (60) days after the Claims Administrator mails the Claim Forms to Class Members pursuant to Section 2.4 of this Agreement. If the Claims Administrator re-mails the Claim Form to any individual pursuant to Section 2.4 of this Agreement because the first mailing was returned as undeliverable, the Claim Form Deadline for such individuals shall be the later of the Claim Form Deadline or fifteen (15) days after the re-mailing. If the Claim Form Deadline falls on a Sunday or holiday, the Claim Form Deadline will be the next business day that is not a Sunday or holiday.
- 1.5 Claimant.** “Claimant” shall mean the Service Award Plaintiffs who sign this Agreement, and any Qualified Class Member who submits a completed Claim Form within the Claim Form Period in accordance with Section 2.4 of this Agreement.
- 1.6 Claims Administrator.** “Claims Administrator” shall mean the entity selected by the Parties to provide Notice to the Class and administer payment of the Settlement to Class Members. The Parties have identified KCC as the Claims Administrator, subject to the Court’s approval.
- 1.7 Class; Class Members.** “Class” and “Class Members” shall both mean (1) all persons employed by Defendant as hourly sales associates, sales leads, service leads, beauty consultants, beauty specialists, digital advisors, and/or key holders at any Manhattan Store and/or Westchester Store (as hereinafter defined) at any time from December 31, 2009 to the date preliminary settlement approval papers are filed in this Litigation ; (2) all persons employed by Defendant as hourly shipper/receivers, runner/support, sales support, stock associates, stock leads, and/or stockroom associates (collectively, “shipper/receivers”) at any Manhattan Store, Westchester Store and/or Long Island Store (as hereinafter defined) at any time from June 1, 2010 to the date preliminary settlement approval papers are filed in this Litigation; and (3) all persons employed by Defendant as hourly shipper/receivers, runner/support, sales support, stock associates, stock leads, stockroom associates sales associates, sales leads, service leads, beauty consultants, beauty specialists, digital advisors, and/or key holders at any Outlet Store (as hereinafter defined) at any time from February 1, 2011 to the date preliminary settlement approval papers are filed in this Litigation, except that any individual who timely submitted or submits a valid request for exclusion shall not be included in the Class. A member of the Class is a “Class Member.” For purposes of this Settlement only, the parties stipulate that the Class meets the requirements of Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b), and Plaintiffs will move for class and collective certification under Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b), for settlement purposes only, together with their motions for Preliminary Approval and/or Final Approval.

- 1.8 Class Counsel.** “Class Counsel” shall mean Maimon Kirschenbaum and Denise Schulman of Joseph & Kirschenbaum LLP and David Harrison of Harrison, Harrison & Associates, LTD.
- 1.9 Court.** “Court” shall mean the United States District Court for the Southern District of New York.
- 1.10 Covered Period.** “Covered Period” shall mean: (1) for work performed by Class Members as hourly sales associates, sales leads, service leads, beauty consultants, beauty specialists, digital advisors, and/or key holders at any Manhattan Store and/or Westchester Store, the period from December 31, 2009 through the date preliminary settlement approval papers are filed in this Litigation; (2) for work performed by Class Members as hourly shipper/receivers, runner/support, sales support, stock associates, stock leads, and/or stockroom associates at any Manhattan Store, Westchester Store and/or Long Island Store, the period from June 1, 2010 through the date preliminary settlement approval papers are filed in this Litigation; and (3) for work performed by Class Members as hourly shipper/receivers, runner/support, sales support, stock associates, stock leads, stockroom associates, sales associates, sales leads, service leads, beauty consultants, beauty specialists, digital advisors, and/or key holders at any Outlet Store, the period from February 1, 2011 through the date preliminary settlement approval papers are filed in this Litigation.
- 1.11 Covered Positions.** “Covered Positions” shall mean hourly sales associates, sales leads, service leads, beauty consultants, beauty specialists, digital advisors, key holders , and/or shipper/receivers, runner/support, sales support, stock associates, stock leads, and/or stockroom associates at any of Defendant’s Manhattan Stores, Westchester Stores, Long Island Stores and/or Outlet Stores during the Covered Period
- 1.12 Defendant.** “Defendant” shall mean Burberry Limited.
- 1.13 Defendant’s Counsel.** “Defendant’s Counsel” shall mean Christopher A. Parlo and Melissa Rodriguez of Morgan Lewis & Bockius LLP.
- 1.14 Effective; Effective Date.** The “Effective Date” is the date on which this Agreement becomes effective, which shall mean ten (10) days following entry of the Final Approval Order by the Court approving this Agreement if no objections are filed to the settlement or Final Order. If objections are filed and overruled, and no appeal is taken of the Final Approval Order, then the Effective Date of final approval shall be ten (10) days following entry of Final Order by the Court approving this Agreement. If an appeal is taken, then the Effective Date shall be ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Approval Order becomes final.
- 1.15 Employer Payroll Taxes.** “Employer Payroll Taxes” means the employer’s share of all payroll taxes and withholdings required to be made arising out of or based upon the payment of settlement amounts constituting wages in this Litigation, including FICA, FUTA, and SUTA obligations. Employer Payroll Taxes will be paid out of the Unclaimed Funds or, if the Unclaimed Funds are less than the Employer Payroll Taxes,

then any amount of the Employer Payroll Taxes in excess of the Unclaimed Funds will be paid by Defendant in addition to the Settlement Fund.

- 1.16 Escrow Account.** “Escrow Account” shall mean the FDIC insured interest-bearing account(s) created and controlled by the Claims Administrator.
- 1.17 Fairness Hearing.** “Fairness Hearing” shall mean the hearing on the Motion for Judgment and Final Approval.
- 1.18 Final Individual Settlement Amount.** “Final Individual Settlement Amount” shall mean the final amount any Claimant is eligible to receive under this Agreement.
- 1.19 Full Time Workweek.** A “Full Time Workweek” shall be a workweek in which Defendant’s records reflect that a Class Member was employed on a full time basis during the applicable Covered Period. Full time is assumed for any week in which a record does not exist or in which there was conflicting data as to full time or part time status.
- 1.20 Individual Settlement Amount.** “Individual Settlement Amount” shall mean each Class Member’s share of the Net Settlement Fund, as calculated pursuant to Section 3.5 of this Agreement.
- 1.21 Litigation.** “Litigation” shall mean *Payano et al v. Burberry Limited*, Case No. 15 CV 10178, pending in the United States District Court for the Southern District of New York and the Threatened Action.
- 1.22 Long Island Stores.** “Long Island Stores” shall refer to Defendant’s stores located at 2110 Northern Boulevard, Manhasset, NY 11030 and 630 Old Country Road, Garden City, NY 11530.
- 1.23 Manhattan Stores.** “Manhattan Stores” shall refer to Defendant’s stores located at 9 East 57th Street, New York, NY 10022; 444 Madison Avenue, New York, NY 10022; 131 Spring Street, New York, NY 10012; 367 Bleeker Street, New York, NY 10014; 200 Vesey Street, New York, NY 10281; 160 Columbus Avenue, New York, NY 10023; and the Pop-Up Store located at 10 Columbus Circle, New York, NY 10019
- 1.24 Net Settlement Fund.** “Net Settlement Fund” shall mean the remainder of the Settlement Fund after deductions for court-approved attorneys’ fees and costs as described in Section 3.2, court-approved service payments to the Service Award Plaintiffs as described in Section 3.3, settlement administration costs, as described in Section 2.1, any fees associated with investing and liquidating the Settlement Payment as described in Section 3.1, and any taxes incurred directly or indirectly as a result of investing the Settlement Payment.
- 1.25 Order Granting Final Approval.** “Order Granting Final Approval,” “Final Approval Order,” “Final Order and Judgment” and “Final Order” shall all mean the final Order, preferably in the form attached as Exhibit 6, entered by the Court after the Fairness Hearing authorizing distribution of payments under this Agreement, dismissing the

Litigation with prejudice, and entering Judgment of Dismissal pursuant to this Agreement and in accordance with Fed. R. Civ. P. 58.

- 1.26 Order Granting Preliminary Approval.** “Order Granting Preliminary Approval” or “Preliminary Approval Order” shall mean the Order, preferably in the form attached as Exhibit 5, entered by the Court preliminarily approving, *inter alia*, the terms and conditions of this Agreement, the manner and timing of providing Notice to the Class, the time period for opt-outs and objections and scheduling the Fairness Hearing.
- 1.27 Outlet Stores.** “Outlet Stores” shall refer to Defendant’s store and warehouse locations in and/or associated with the Woodbury Common Premium Outlets in Central Valley, New York and Defendant’s store location in the Fashion Outlets of Niagara Falls in Niagara Falls, New York.
- 1.28 Part Time Workweek.** A “Part Time Workweek” shall be a workweek where Defendant’s records reflect that a Class Member worked on a part time basis during the applicable Covered Period.
- 1.29 Plaintiffs.** “Plaintiffs” shall refer to the Named Plaintiffs in this action, and shall also include any and all of their representatives, heirs, administrators, executors, beneficiaries, agents, and assigns of such individuals, as applicable and without limitation.
- 1.30 Qualified Class Member.** “Qualified Class Member” shall mean a Class Member who does not opt out in the manner prescribed in Section 2.5 of this Agreement.
- 1.31 Service Award Plaintiffs.** “Service Award Plaintiffs” shall mean Tannaz Moradi, Juan Garcia, Makesa Fofano, Argenis Cerda, Juan C. Suarez, Brian Brown, Jorge Flores, Safiya Boyce, Sergio Torres, Malik Payano, Sabina Adrovic, Martina Halaga, Arona Cohen, Mindy Liu, Stephanie Constanzo, Amanda Dimeglio, Abigail Haynes, and Angela Dispenza.
- 1.32 Settlement.** “Settlement” means the proposed settlement reflected in this Agreement, subject to the Court’s approval, entered into by the Parties to resolve the Litigation on behalf of Plaintiffs, Class Members, Claimants, and Defendant as set forth in this Agreement.
- 1.33 Settlement Fund.** The “Settlement Fund” shall be two million five hundred forty thousand dollars and zero cents (\$2,540,000.00).
- 1.34 Settlement Payment.** “Settlement Payment” shall mean the sum of the aggregate of the Final Individual Settlement Amounts, the amount awarded by the Court for all fees and costs, Claims Administrator costs and any Service Awards pursuant to Section 3.3 of this Agreement.
- 1.35 Westchester Stores.** “Westchester Stores” shall refer to Defendant’s stores located at 125 Westchester Avenue, White Plains, NY 10601; and 125 Westchester Avenue, White Plains, NY 10601.

- 1.36 Unclaimed Funds.** “Unclaimed Funds” shall mean the aggregate amount of Individual Settlement Awards not claimed by Class Members in a timely manner pursuant to paragraph 2.5 of this Agreement.

2. APPROVAL AND CLASS NOTICE

- 2.1 Retention of Claims Administrator.** The Claims Administrator shall be responsible for the claims administration process and distributions to Claimants as provided herein, as well as for making any mailings required under this Agreement and providing any other services described in this Agreement. The Parties agree to cooperate with the Claims Administrator and assist it in any way possible in administering the Settlement. The Claims Administrator’s fees shall be paid from the Settlement Fund, subject to Court Approval.
- 2.2 Preliminary Approval by the Court.** Within fourteen (14) days after this Agreement is fully executed, Plaintiffs will submit to the Court a Motion for an Order Conditionally Certifying the Class and Preliminarily Approving the Class Action Settlement (“Preliminary Approval Motion”) for settlement purposes only. The Preliminary Approval Motion will be provided to Defendant for review and comment at least ten (10) days prior to filing with the Court, and Plaintiffs will accept Defendant’s reasonable comments. In connection with the Preliminary Approval Motion, Plaintiffs will submit to the Court, among other things, (a) a proposed Notice of Settlement of the Class Action Lawsuit and Fairness Hearing (“Notice”) which is appended hereto as Exhibit 1; (b) the proposed Claim Form which is appended hereto as Exhibit 2; (c) a proposed Order Granting Preliminary Approval which is appended hereto as Exhibit 5, and (d) a proposed Second Amended Complaint which is appended hereto as Exhibit 7. The Preliminary Approval Motion will seek permission for the Second Amended Complaint to be the operative complaint in the Litigation; preliminary approval of this Agreement as fair and reasonable; approval of the Notice and Claim Form; and the setting of dates for the submission of Claim Forms, opt-outs, objections, and a Fairness Hearing. Defendant will not oppose the Preliminary Approval Motion.
- 2.3 Final Order and Judgment from the Court.** Plaintiffs will seek to obtain from the Court, as a condition of settlement, a Final Order and Judgment in the form agreed upon by the Parties which is appended hereto as Exhibit 6. The Proposed Final Order and Judgment will, among other things, (a) enter Judgment in accordance with this Agreement, (b) approve the settlement as fair, adequate, reasonable, and binding on all Qualified Class Members who have not timely opted out pursuant to Section 2.5, (c) dismiss the Litigation with prejudice, (d) enter an order permanently enjoining all Qualified Class Members from pursuing and/or seeking to reopen claims that have been released by this Agreement, and (e) incorporate the terms of this Settlement and Release. Defendant will support the application for the Final Order and Judgment.
- 2.4** The Parties will work together, diligently and in good faith, to obtain expeditiously an Order Granting Preliminary Approval, Order Granting Final Approval, and Judgment of Dismissal.

2.5 Class Notice and Class Member Claim Forms

- (A) Within fourteen (14) calendar days of the date of the Order Granting Preliminary Approval, Defendant will provide the Claims Administrator with a list (the “Class List”), in electronic form, of each Class Member’s name, last known address, e-mail address (if available), social security number, and the number of Full Time Workweeks and Part Time Workweeks worked in a Covered Position at each Manhattan Store, Long Island Store, Westchester Store, and Outlet Store. Defendant will simultaneously provide Class Counsel with the Class List, except that the list provided to Class Counsel shall include a unique identifier for each Class Member instead of Class Members’ names (with the exception of all Service Award Plaintiffs and individuals who have previously filed a consent to sue form in this Litigation, whose names shall be included in the list) and shall not include social security numbers or e-mail or other addresses. If necessary to resolve a question raised by a Class Member, or to otherwise provide individual advice to a Class member, upon request by Class Counsel, and upon receiving consent from Defendant, Defendant’s Counsel and/or the Claims Administrator will provide Class Counsel with the unique identifier of such individual Class Member. Any information disclosed to Class Counsel pursuant to this subparagraph shall be used solely for purposes of the administration of this settlement and shall not be disclosed further without the written consent of Defendant.
- (B) Defendant will instruct its General Managers at each Manhattan Store, Long Island Store, Westchester Store, and Outlet Store not to discourage Class Members from participating in this Settlement and to direct any questions regarding the Settlement to the Claims Administrator.
- (C) Prior to mailing the Notice and Claim Form, the Claims Administrator will update the addresses for those on the Class List using the National Change of Address database.
- (D) Within fourteen (14) calendar days after receiving the Class List, or as soon thereafter as is practicable, the Claims Administrator shall distribute the Notice and Claim Form via First Class United States mail, postage prepaid, to each Class Member. The Notice and Claim Form shall inform each Class Member of his/her rights under this Agreement and the estimated Individual Settlement Amount for the individuals. The Claims Administrator shall take all reasonable steps to obtain the correct address of any Class Members for whom the notice is returned by the post office as undeliverable and shall attempt re-mailings as described below. Defendant’s Counsel and Class Counsel have the right to make inquiries and receive any information from the Claims Administrator related to the claims administration process.
- (E) If a Class Member’s Notice and Claim Form is returned as undeliverable, the Claims Administrator shall e-mail the Notice and Claim Form to the Class Member if his/her e-mail address was included on the Class List. In addition, for

all Notices and Claim Forms returned as undeliverable, the Claims Administrator shall forward them to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Claims Administrator shall perform skip traces using the Class Member's social security number to attempt to obtain the most recent address for these Class Members. The Claims Administrator shall, within 10 calendar days after the first mailing of Notice, notify Class Counsel and Defendant's Counsel of any Notice sent to a Class Member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailing as set forth in this Agreement.

- (F) The Claims Administrator shall notify Class Members who submit deficient claim forms ("Deficient Claimants") of the deficiency within five (5) business days of receipt. Deficient Claimants will have until the later of the Claim Form Deadline or fifteen (15) days after the date of mailing of the notice of the deficiency to cure said deficiency. If the deficiency is not cured within this time period, the Deficient Claimant's claim for payments under this Agreement will be waived and they will not receive an Individual Settlement Payment (unless the deficiency is excused and the Claim Form accepted in accordance with Section 3.4 of this Agreement), but the Deficient Claimant will still be bound by the release in this Settlement. A Claim Form shall not be deemed deficient based on a Class Member's failure to complete an IRS Form W-9 for any Class Members whose last four social security digits included in the Claim Form match the social security number in Burberry's records.
- (G) Except for Claim Forms accepted in accordance with Section 3.4, each Class Member must submit his/her completed Claim Form to the Claims Administrator no later than the Claim Form Deadline in order to be eligible to receive his or her Individual Settlement Amount. The postmark date of the Claim Form mailed by the Claims Administrator to the Class Member and the postmark date of the Claim Form mailed by the Class Member to the Claims Administrator shall be deemed the exclusive means for determining whether a Class Member timely submitted his/her Claim Form. In the event that there is no postmark date on the Claim Form mailed by the Class Member to the Claims Administrator, it shall be presumed that the Claim Form was mailed three (3) days prior to the Claims Administrator's receipt of the Claim Form.
- (H) Following the date the Preliminary Approval Order is entered, the Claims Administrator shall set up a website that (a) contains the same general information as the Notice of Proposed Settlement, and (b) allows any Class Member to download a copy of the Claim Form (which the Class Member must still mail in pursuant to the provisions in this Agreement). The website's domain name shall be mutually agreed upon by the Parties and shall not include "Burberry" or other references to Defendant. The website shall be taken down the first business day following the Claim Form Deadline.

- (I) Thirty (30) days after the Claims Administrator's initial mailing of the Notice and Claim Form, the Claims Administrator shall mail to all Class Members who did not yet return a Claim Form a postcard reminder notice attached hereto as Exhibit 3.
- (J) Fourteen (14) days before the Claim Form Deadline, the Claims Administrator shall e-mail to all Class Members who did not yet return a Claim Form an e-mail reminder notice attached hereto as Exhibit 4, if such Class Members' e-mail address was included on the Class List.
- (K) Only the Service Award Plaintiffs who sign this Agreement and those Class Members who timely complete and return a Claim Form as set forth herein will be deemed Claimants. The Service Award Plaintiffs who sign this Agreement will be deemed Claimants even if they do not submit a Claim Form. Any individual who opts out in the manner prescribed in Section 2.6 of this Agreement will not be deemed a Claimant.

2.6 Class Member Opt-Out.

- (A) Any Class Member may request exclusion from the Class by "opting out," through the process set forth in this Agreement. Class Members who choose to opt-out of the Class must mail a written, signed statement to the Claims Administrator stating that he or she is opting out of the monetary portion of the Settlement ("Opt-Out Statement"). The Opt-Out Statement must contain the name and address of the Class Member to be valid. It must also contain the words, or substantially similar words, "I elect to exclude myself from the settlement in *Payano et al v. Burberry Limited*," in order to be valid. To be effective, such Opt-Out Statements must be submitted by the Claim Form Deadline.
- (B) Defendant may revoke this Agreement if (1) more than 10% of Class Members timely and properly submit Opt-Out Statements pursuant to Section 2.6(A), and (2) Defendant's Counsel delivers written notice to Class Counsel via email or overnight mail of its intent to revoke this Agreement within ten (10) business days after the end of the Claim Form Deadline.

2.7 Objections to Settlement.

- (A) Class Members who wish to present objections to the proposed Settlement at the Fairness Hearing must first do so in writing. To be effective, such objections must be submitted to the Claims Administrator by the Claim Form Deadline.
- (B) An objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Fairness Hearing must state his or her intention to do so at the time he/she submits his/her written objections. An objector may withdraw his/her objections at any time. No objector may appear at the Fairness Hearing unless he/she has filed a timely objection that complies with the procedures provided in Section 2.7(A)-

(B). Any Class Member who has submitted an Opt-Out Statement may not submit objections to the Settlement.

(C) The Parties may file with the Court written responses to any filed objections no later than seven (7) calendar days before the Fairness Hearing.

2.8 Motion for Judgment and Final Approval. No later than seven (7) calendar days before the Fairness Hearing, Plaintiffs will submit a Motion for Judgment and Final Approval. The Motion for Judgment and Final Approval will be provided to Defendant for review and comment at least seven (7) calendar days prior to filing the motion with the Court, and Plaintiffs will accept Defendant's reasonable comments. The Fairness Hearing shall be held at the Court's convenience.

2.9 Entry of Judgment. At the Fairness Hearing, and through Plaintiffs' Motion for Final Approval, the Parties will request that the Court, among other things, (a) certify the Class under Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b) for purposes of settlement only, (b) enter Judgment in accordance with the terms of this Agreement, preferably in the form attached hereto as Exhibit 6 (c) approve the settlement as fair, adequate, reasonable, and binding on all Qualified Class Members, (d) dismiss the Litigation with prejudice, (e) enter an order permanently enjoining all Class Members from pursuing and/or seeking to reopen claims that have been released by this Agreement, and (f) incorporate the terms of this Agreement.

2.10 Effect of Revocation or Failure to Grant Final Approval. In the event the Court fails to enter Judgment in accordance with this Agreement, or such Judgment does not become Final as defined herein, the Litigation will proceed as if no settlement had been attempted.

3. SETTLEMENT PAYMENT TERMS

3.1 Settlement Payment.

- (A) Defendant agrees to pay a maximum settlement amount of \$2,540,000.00, which shall resolve and satisfy all monetary obligations under this Agreement.
- (B) Defendant shall deposit the Final Individual Settlement Amounts as described in Section 3.5, any associated Employer Payroll Taxes, the Service Awards as described in Section 3.3, any amount approved by the Court for attorneys' fees and costs as described in Section 3.2(A), and the amount to be paid to the Claims Administrator as described in Section 2.1 into the Escrow Account no later than ten calendar days after the Effective Date. Any interest accrued from the Escrow Account, net of taxes and any fees associated with investing such amount, shall immediately be added to and become part of the Settlement Payment.
- (C) Within fourteen (14) calendar days following the Effective Date, the Claims Administrator will distribute the money in the Escrow Account by making the following payments:

- (1) Paying Class Counsel Court-approved attorneys' fees as described in Section 3.2(A).
- (2) Paying the Claims Administrator as described in Section 2.1.
- (3) Reimbursing Class Counsel for all costs and expenses approved by the Court as described in Section 3.2(A).
- (4) Paying Service Awards in the amounts described in Section 3.3.
- (5) Paying Claimants their Final Individual Settlement Amounts as described in Section 3.5.
- (6) Paying any Employer Payroll Taxes associated with the Final Individual Settlement Amounts.

3.2 Settlement Amounts Payable as Attorneys' Fees and Costs.

- (A) Prior to the Fairness Hearing, Class Counsel shall petition the Court for reimbursement of their reasonable litigation costs and expenses from the Settlement Fund. In addition, Class Counsel shall petition the Court for no more than one-third of the after-costs Settlement Fund as an award of attorneys' fees. In the event that there are insufficient Unclaimed Funds to increase all Claimants' Individual Settlement Amounts by 5.11%, Class Counsel shall reduce their fee request by the amount necessary to increase all Claimants' Individual Settlement Amounts by 5.11%. Defendant will not oppose such applications in such amounts. Defendant shall have no additional liability for attorneys' fees and costs.
- (B) The substance of Class Counsel's application for attorneys' fees and costs is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of any proceeding related to Class Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise delay or affect the Court's ruling on the Motion for Judgment and Final Approval. Any reduction by the Court of Class Counsel's application for attorneys' fees and costs shall become part of the Net Settlement Fund and shall be subject to allocation and the reversion of Unclaimed Funds as set forth in Section 3.5.

3.3 Service Awards. Prior to the Fairness Hearing, Plaintiffs will apply to the Court to award \$62,500 in Service Awards for services rendered to the Class. Specifically, Class Counsel will apply to the Court for each of the following Service Award Plaintiffs to receive an award of \$5,000 for services rendered to the Class: Tannaz Moradi, Juan Garcia, Makesa Fofano, Argenis Cerda, Juan C. Suarez, Brian Brown, and Jorge Flores. Class Counsel will also apply to the Court for each of the following Service Award Plaintiffs to receive an award of \$2,500 for services rendered to the Class: Safiya Boyce, Sergio Torres, Malik Payano, Sabina Adrovic, Martina Halaga, Arona Cohen, Mindy Liu,

Stephanie Constanzo, Amanda Dimeglio, Abigail Haynes, and Angela Dispenza. The Service Awards shall be paid in addition to the Final Individual Settlement Amounts of those individuals, and all amounts for both the Service Awards and the Final Individual Settlement Amounts will be paid out of the Settlement Fund. The outcome of the Court's ruling on the application for Service Awards shall not terminate this Agreement or otherwise delay or affect the Court's ruling on the Motion for Judgment and Final Approval. Any reduction by the Court of Plaintiffs' application for Service Awards shall become part of the Net Settlement Fund.

- 3.4 Untimely, Deficient, or Disputed Claims.** The Claims Administrator shall promptly advise counsel for the Parties of any Class Members who file late or deficient claims, who dispute their allocation based on the settlement formula, or who have come forward as individuals who were not identified as Class Members but have a good faith claim for participation. Defendant shall decide, after a good faith conference with Class Counsel, whether such individuals may participate in the Settlement, and whether their allocation based on the settlement formula should be corrected (if applicable). If accepted, such individuals shall be considered Claimants for all purposes under this Agreement. Any Class Members whose Claim Forms are accepted or whose allocation is permitted to be increased in accordance with this Section seven (7) or more days prior to the distribution of Individual Settlement Amounts shall be paid from the Net Settlement Fund, and the calculations of the Individual Settlement Amounts for all other Claimants will be adjusted as necessary in accordance with Section 3.5. Any Class Members whose Claim Forms are accepted or whose allocation is permitted to be modified in accordance with this Section after the date that is seven (7) days prior to the distribution of Individual Settlement Amounts shall be paid from the Unclaimed Funds, if any. Once the Unclaimed Funds are exhausted, no further claims shall be accepted or changes to allocations made. In no event shall the acceptance of any Claim Forms or changes to allocations in accordance with this Section result in Defendant being required to pay more than the Settlement Fund.

3.5 Distribution to Class Members.

- (A) The Net Settlement Fund shall be the amount of money remaining from the \$2,540,000 Settlement Fund after deducting (a) attorneys' fees and costs approved by the Court, pursuant to paragraph 3.2; (b) Service Awards approved by the Court pursuant to paragraph 3.3; and (c) amount paid to the Claims Administrator pursuant to paragraph 2.1.
- (B) The Net Settlement Fund shall be divided into 10 portions and allocated as set forth below.
 - (1) The 57th Street Fund
 - (a) The 57th Street Fund shall be an amount equal to 36.12% of the Net Settlement Fund. Class Members who worked in a Covered Position at Defendant's store located at 9 East 57th Street, New York, NY 10022 (the "57th Street Store"), during the applicable

Covered Period (“57th Street Fund Members”) are eligible to receive a portion of the 57th Street Fund. 57th Street Fund Members’ shares of the 57th Street Fund will be calculated as follows:

- (i) Each 57th Street Fund Member will receive two (2) points for every Full Time Workweek worked at the 57th Street Store from the beginning of the Covered Period to January 1, 2016 and one-tenth (0.1) of a point for every Part Time Workweek worked at the 57th Street Store from the beginning of the Covered Period to January 1, 2016.
- (ii) The 57th Street Fund will be divided by the aggregate number of points accrued by all of the 57th Street Fund Members (“57th Street Fund Point Value”).
- (iii) Each 57th Street Fund Member’s total points will be multiplied by the 57th Street Fund Point Value to determine his or her share of the 57th Street Fund.

(2) The Madison Avenue Fund

- (a) The Madison Avenue Fund shall be an amount equal to 12.3% of the Net Settlement Fund. Class Members who worked in a Covered Position at Defendant’s stores located at 444 Madison Avenue, New York, NY 10022 (the “Madison Avenue Stores”), during the applicable Covered Period (“Madison Avenue Fund Members”) are eligible to receive a portion of the Madison Avenue Fund. Madison Avenue Fund Members’ shares of the Madison Avenue Fund will be calculated as follows:
 - (i) Each Madison Avenue Fund Member will receive three (3) points for every Full Time Workweek worked at the Madison Avenue Store from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Madison Avenue Store from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek worked at the Madison Avenue Store from the beginning of the Covered Period to January 1, 2016.
 - (ii) The Madison Avenue Fund will be divided by the aggregate number of points accrued by all of the Madison Avenue Fund Members (“Madison Avenue Fund Point Value”).

- (iii) Each Madison Avenue Fund Member's total points will be multiplied by the Madison Avenue Fund Point Value to determine his or her share of the Madison Avenue Fund.

(3) The Westchester Fund

- (a) The Westchester Fund shall be an amount equal to 9.21% of the Net Settlement Fund. Class Members who worked in a Covered Position at the Westchester Stores during the applicable Covered Period ("Westchester Fund Members") are eligible to receive a portion of the Westchester Fund. Westchester Fund Members' shares of the Westchester Fund will be calculated as follows:
 - (i) Each Westchester Fund Member will receive three (3) points for every Full Time Workweek worked at the Westchester Stores from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Westchester Stores from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek worked at the Westchester Stores from the beginning of the Covered Period to January 1, 2016.
 - (ii) The Westchester Fund will be divided by the aggregate number of points accrued by all of the Westchester Fund Members ("Westchester Fund Point Value").
 - (iii) Each Westchester Fund Member's total points will be multiplied by the Westchester Fund Point Value to determine his or her share of the Westchester Fund.

(4) The Soho Fund

- (a) The Soho Fund shall be an amount equal to 12.9% of the Net Settlement Fund. Class Members who worked in a Covered Position at Defendant's store located at 131 Spring Street, New York, NY 10012 (the "Soho Store"), during the applicable Covered Period ("Soho Fund Members") are eligible to receive a portion of the Soho Fund. Soho Fund Members' shares of the Soho fund will be calculated as follows:
 - (i) Each Soho Fund Member will receive three (3) points for every Full Time Workweek worked at the Soho Store from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Soho Store from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek

worked at the Soho Store from the beginning of the Covered Period to January 1, 2016.

- (ii) The Soho Fund will be divided by the aggregate number of points accrued by all of the Soho Fund Members (“Soho Fund Point Value”).
- (iii) Each Soho Fund Member’s total points will be multiplied by the Soho Fund Point Value to determine his or her share of the Soho Fund.

(5) The Bleecker Street Fund

- (a) The Bleecker Street Fund shall be an amount equal to 6.63% of the Net Settlement Fund. Class Members who worked in a Covered Position at Defendant’s store located at 367 Bleecker Street, New York, NY 10014 (the “Bleecker Street Store”), during the applicable Covered Period (“Bleecker Street Fund Members”) are eligible to receive a portion of the Bleecker Street Fund. Bleecker Street Fund Members’ shares of the Bleecker Street Fund will be calculated as follows:
 - (i) Each Bleecker Street Fund Member will receive three (3) points for every Full Time Workweek worked at the Bleecker Street Store from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Bleecker Street Store from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek worked at the Bleecker Street Store from the beginning of the Covered Period to January 1, 2016.
 - (ii) The Bleecker Street Fund will be divided by the aggregate number of points accrued by all of the Bleecker Street Fund Members (“Bleecker Street Fund Point Value”).
 - (iii) Each Bleecker Street Fund Member’s total points will be multiplied by the Bleecker Street Fund Point Value to determine his or her share of the Bleecker Street Fund.

(6) The Brookfield Place Fund

- (a) The Brookfield Place Fund shall be an amount equal to 1.21% of the Net Settlement Fund. Class Members who worked in a Covered Position at Defendant’s store located at 200 Vesey Street, New York, NY 10281 (the “Brookfield Place Store”), during the applicable Covered Period (“Brookfield Place Fund Members”) are eligible to receive a portion of the Brookfield Place Fund.

Brookfield Place Fund Members' shares of the Brookfield Place Fund will be calculated as follows:

- (i) Each Brookfield Place Fund Member will receive three (3) points for every Full Time Workweek worked at the Brookfield Place Store from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Brookfield Place Store from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek worked at the Brookfield Place Store from the beginning of the Covered Period to January 1, 2016.
- (ii) The Brookfield Place Fund will be divided by the aggregate number of points accrued by all of the Brookfield Place Fund Members ("Brookfield Place Fund Point Value").
- (iii) Each Brookfield Place Fund Member's total points will be multiplied by the Brookfield Place Fund Point Value to determine his or her share of the Brookfield Place Fund.

(7) The Columbus Avenue Fund

- (a) The Columbus Avenue Fund shall be an amount equal to 6.28% of the Net Settlement Fund. Class Members who worked in a Covered Position at Defendant's store located at 160 Columbus Avenue, New York, NY 10023 and/or Defendant's Pop-Up store located at 10 Columbus Circle, New York, NY 10019 (collectively, the "Columbus Avenue Stores"), during the applicable Covered Period ("Columbus Avenue Fund Members") are eligible to receive a portion of the Columbus Avenue Fund. Columbus Avenue Fund Members' shares of the Columbus Avenue Fund will be calculated as follows:
 - (i) Each Columbus Avenue Fund Member will receive three (3) points for every Full Time Workweek worked at the Columbus Avenue Stores from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Columbus Avenue Stores from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek worked at the Columbus Avenue Stores from the beginning of the Covered Period to January 1, 2016.
 - (ii) The Columbus Avenue Fund will be divided by the aggregate number of points accrued by all of the Columbus

Avenue Fund Members (“Columbus Avenue Fund Point Value”).

- (iii) Each Columbus Avenue Fund Member’s total points will be multiplied by the Columbus Avenue Fund Point Value to determine his or her share of the Columbus Avenue Fund.

(8) The Manhasset Fund

- (a) The Manhasset Fund shall be an amount equal to 2.58% of the Net Settlement Fund. Class Members who worked as shipper/receivers, runner/support, sales support, stock associates, stock leads, and/or stockroom associates at Defendant’s store located at 2110 Northern Boulevard, Manhasset, New York, 11030 (the “Manhasset Store”), during the applicable Covered Period (“Manhasset Fund Members”) are eligible to receive a portion of the Manhasset Fund. Manhasset Fund Members’ shares of the Manhasset Fund will be calculated as follows:
 - (i) Each Manhasset Fund Member will receive three (3) points for every Full Time Workweek worked at the Manhasset Store from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Manhasset Store from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek worked at the Manhasset Store from the beginning of the Covered Period to January 1, 2016.
 - (ii) The Manhasset Fund will be divided by the aggregate number of points accrued by all of the Manhasset Fund Members (“Manhasset Fund Point Value”).
 - (iii) Each Manhasset Fund Member’s total points will be multiplied by the Manhasset Fund Point Value to determine his or her share of the Manhasset Fund.

(9) The Roosevelt Field Fund

- (a) The Roosevelt Field Fund shall be an amount equal to 1.35% of the Net Settlement Fund. Class Members who worked as shipper/receivers, runner/support, sales support, stock associates, stock leads, and/or stockroom associates at Defendant’s store located at 630 Old Country Road, Garden City, NY 11530 (the “Roosevelt Field Store”), during the applicable Covered Period (“Roosevelt Field Fund Members”) are eligible to receive a portion

of the Roosevelt Field Fund. Roosevelt Field Fund Members' shares of the Roosevelt Field Fund will be calculated as follows:

- (i) Each Roosevelt Field Fund Member will receive three (3) points for every Full Time Workweek worked at the Roosevelt Field Store from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Roosevelt Field Store from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek worked at the Roosevelt Field Store from the beginning of the Covered Period to January 1, 2016.
- (ii) The Roosevelt Field Fund will be divided by the aggregate number of points accrued by all of the Roosevelt Field Fund Members ("Roosevelt Field Fund Point Value").
- (iii) Each Roosevelt Field Fund Member's total points will be multiplied by the Roosevelt Field Fund Point Value to determine his or her share of the Roosevelt Field Fund.

(10) The Outlet Fund

- (a) The Outlet Fund shall be an amount equal to 11.42% of the Net Settlement Fund. Class Members who worked in a Covered Position at either or both of the Outlet Stores during the applicable Covered Period ("Outlet Fund Members") are eligible to receive a portion of the Outlet Fund. Outlet Fund Members' shares of the Outlet Fund will be calculated as follows:
 - (i) Each Outlet Fund Member will receive three (3) points for every Full Time Workweek worked at the Outlet Stores from the beginning of the Covered Period to December 31, 2013, one (1) point for every Full Time Workweek worked at the Outlet Stores from January 1, 2014 to January 1, 2016, and one-tenth (0.1) of a point for every Part Time Workweek worked at the Outlet Stores from the beginning of the Covered Period to January 1, 2016.
 - (ii) The Outlet Fund will be divided by the aggregate number of points accrued by all of the Outlet Fund Members ("Outlet Fund Point Value").
 - (iii) Each Outlet Fund Member's total points will be multiplied by the Outlet Fund Point Value to determine his or her share of the Outlet Fund.

- (C) Each Class Member's shares of the 57th Street, Madison Avenue, Westchester, Soho, Bleecker Street, Brookfield Place, Columbus Avenue, Manhasset, Roosevelt Field, and Outlet Funds shall be added together to determine his or her Individual Settlement Amount.
- (D) No Class Member's Individual Settlement Amount shall be less than \$150. To the extent that certain Class Members' Individual Settlement Amounts are less than \$150 after applying the formulas herein, those Class Members' Individual Settlement Amounts shall be increased to \$150, deducted from the Net Settlement Fund, and the formulas reapplied to determine all Final Individual Settlement Amounts. Class Members who worked in Covered Positions only after January 1, 2016 shall receive Individual Settlement Amounts of \$150.
- (E) If there are Unclaimed Funds, those monies shall be used first to increase the Individual Settlement Amounts by 5.11% of any Claimants who submitted a timely and complete Claim Form. The amount of all Unclaimed Funds remaining after such increases and after the payment of Employer Payroll Taxes does not need to be paid into the Escrow Account. If there are insufficient Unclaimed Funds to increase by 5.11% the Individual Settlement Amounts of all Claimants who submitted a timely and complete Claim Form, such increases will be paid by the reduction in requested attorneys' fees, as set forth in Section 3.2(A).
- (F) Defendant and the Claims Administrator shall exchange such information as is necessary for the Claims Administrator to make proper tax withholdings and comply with tax reporting obligations as described in Section 3.6.
- (G) Claimants will have one hundred and eighty (180) calendar days after the date of each check (the "Void Date") to redeem their settlement payments (i.e. cash their settlement checks). If Claimants do not redeem their settlement payment checks within the 180 day period, their settlement checks will be void and a stop-payment will be placed. Claimants may request reissued checks no later than forty five (45) days before the Void Date. Reissued checks must be redeemed by the Void Date. The Claims Administrator shall remit to Defendant all settlement funds remaining in the Escrow Account one day after the Void Date.

All payments to Claimants made pursuant to this Agreement shall be deemed to be paid to such Claimants solely in the year in which such payments actually are received by the Claimants, and which shall be assumed to be five days after the mailing of the payment. It is expressly understood and agreed that the receipt of such payments will not entitle any Claimant to additional compensation or benefits under any of Defendant's bonus, contest or other compensation or benefit plans or agreements in place (collectively, the "Burberry Benefit Plans"). Similarly, no payment made pursuant to this Settlement is or will be considered as "Compensation," "Earnings," "Salary," or any similar definition under any Burberry Benefit Plan, no payment is or may be considered eligible compensation for any Burberry Benefit Plan, or for Burberry's 401(k) Savings and Retirement

Plans, or for any other benefit purposes, and no payment will require any contribution or award under any Burberry Benefit Plan, or otherwise modify benefits, contributions or coverage under any Burberry Benefit Plan.

3.6 Taxability of Settlement Payments.

- (A) For tax purposes, the payments to Claimants pursuant to Section 3.5 will be allocated as follows: (i) 50% as back-wage payments and/or wage income subject to W-2 reporting, and (ii) 50% for liquidated damages and interest as non-wage payments subject to 1099 reporting.
- (B) Payments treated as back wages pursuant to Section 3.6(A) shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and social security number on an IRS Form W-2. Payments of attorneys' fees and costs pursuant to Section 3.2 shall be made without withholding. Class Counsel will receive a Form 1099 for this payment. Any Service Award payments pursuant to Section 3.3 shall be made without withholding and will be reported to the IRS and the payee under the payee's name and social security number on an IRS Form 1099.
- (C) With respect to the amounts treated as wages pursuant to Section 3.6(A), the Employer Payroll Taxes shall be paid out of the Unclaimed Funds unless there are insufficient Unclaimed Funds to cover those taxes, in which case Defendant shall pay all employer taxes that are not covered by the Unclaimed Funds. The Claims Administrator shall be responsible for making all withholdings from employees' settlement payments required pursuant to any federal, state, or local tax law or regulation, with respect to the amounts treated as wages pursuant to Section 3.6(A).
- (D) Each individual Claimant will be solely responsible for all taxes, interest and penalties due with respect to any payment received pursuant to this Agreement (other than the Employer Payroll Taxes). Plaintiffs, on behalf of the Class, acknowledge and agree that they have not relied upon any advice from Defendant as to the taxability of the payments received pursuant to this Agreement.

3.7 Release

- (A) **Release of Class Claims.** Upon the granting of the Final Approval Order, and except as to such rights or claims as may be created by this Agreement, each Qualified Class Member, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, fully releases and discharges Defendant, Defendant's present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, members, managers, co-joint venturers, employees, fiduciaries, trustees, employee benefit plan administrators,

agents, attorneys, insurers, successors and assigns, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity which could be jointly liable with any of them (“Releasees”), from any claims for unpaid wages, overtime pay, failure to maintain and furnish employees with proper wage records and all other claims that were or could have been asserted in the Litigation under state wage and hour laws, whether known or unknown, through the date of execution of this Agreement, including but not limited to state law claims for overtime, unpaid wages, interest, liquidated damages, and attorneys’ fees and costs related to such claims.

- (B) **Release of Claimants’ Claims.** In addition, each Claimant forever and fully releases Defendant from any FLSA claims for unpaid wages, overtime pay, failure to maintain and furnish employees with proper wage records, liquidated damages, and attorneys’ fees and costs related to such claims, that were or could have been asserted in the Litigation, whether known or unknown, through the date of execution of this Agreement.
- (C) **Release of Service Award Plaintiffs’ Claims.** In addition to the waiver and release contained in 3.7(A)-(B) above, each Service Award Plaintiff knowingly and voluntarily, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, fully releases and discharges Releasees from any and all claims arising up to and as of the date of this Agreement, both known and unknown, which the Service Award Plaintiffs have or may have against Releasees including, but not limited to, any alleged violation of: Title VII of the Civil Rights Act of 1965; The Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; The Equal Pay Act; The Employee Retirement Income Security Act of 1974; The Immigration Reform and Control Act; The Consolidated Omnibus Budget Reconciliation Act; The Age Discrimination in Employment Act; The Americans with Disabilities Act of 1990; The Fair Labor Standards Act; The Fair Credit Reporting Act; The Sarbanes Oxley Act; The Occupational Safety and Health Act; The New York Corrections Law, including Sections 750-755 thereof; The Family and Medical Leave Act of 1993; The New York State Human Rights Law; The New York Civil Rights Law; The New York City Human Rights Law; and any other federal, state, and/or local law or ordinance. This release includes all claims for all damages arising from any such released claims, including claims for liquidated damages, penalties, interest, and attorneys’ fees’ and costs. For purposes of the release of claims under The Age Discrimination in Employment Act, each Service Award Plaintiff acknowledges that: (a) he/she read this Agreement and understands it; (b) he/she is signing this Agreement voluntarily in order to release his or her claims against the Company in exchange for payment that is greater than he or she would otherwise have received; (d) he/she was offered at least 21 days to consider his/her choice to sign this Agreement; (e) Defendant advises he/she to consult with an attorney; (f) he/she knows that he/she can revoke this Agreement within 7 days of signing it and that the Agreement does not become effective until that 7-day period has passed; and; (g) he/she

agree that changes to this Agreement before its execution, whether material or immaterial, do not restart the time to review the Agreement. To revoke the Agreement, contact Christopher A. Parlo in writing at Morgan, Lewis & Bockius LLP 101 Park Avenue New York, New York 10178.

- (D) **Release of Fees and Costs for Settled Matters.** Class Counsel and Plaintiffs, on behalf of the Class and each individual Class Member and Claimant, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Defendant for attorneys' fees or costs associated with Class Counsel's representation of Plaintiffs, the Class, and the Claimants in this Litigation. Class Counsel further understand and agree that any fee payments approved by the Court will be the full, final and complete payment of all attorneys' fees and costs associated with Class Counsel's representation of any individuals in this Litigation.
- (E) **No Assignment.** Class Counsel and Plaintiffs, on behalf of the Class and each individual Class Member, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.
- (F) **Non-Admission of Liability.** By entering into this Agreement, Defendant in no way admits any violation of law or any liability whatsoever to Plaintiffs and/or the Class, individually or collectively, all such liability being expressly denied. Likewise, by entering into this Agreement, Defendant in no way admits to the suitability of this case for class or collective action litigation other than for purposes of settlement. Rather, Defendant enters into this Agreement to avoid further protracted litigation and to resolve and settle all disputes with Plaintiffs and the Class. Settlement of the Litigation, negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in any and all Complaints filed in the Lawsuit; and (b) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Defendant in any civil, criminal, administrative or arbitral proceeding. The Parties understand and agree that this Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of the Agreement.

3.8 Miscellaneous

- (A) **Cooperation Between the Parties; Further Acts.** The Parties shall cooperate fully with each other and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms. Each of the Parties, upon the request of any other party, agrees to perform such further acts and to execute and deliver

such other documents as are reasonably necessary to carry out the provisions of this Agreement.

- (B) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- (C) **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Plaintiffs and the Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.
- (D) **Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.
- (E) **Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (F) **Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- (H) **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- (I) **Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby. The Court shall not have jurisdiction to modify the terms of the Agreement or to increase Defendant's payment obligations hereunder.
- (J) **Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future

performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

- (K) **When Agreement Becomes Effective; Counterparts.** Except for provisions of this Agreement requiring any Party to act or seek Court action prior to Court approval, which provisions are intended to be binding on the parties upon mutual execution hereof, this Agreement shall become fully effective upon the Court's entering of an Order Granting Final Approval. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if Plaintiffs and Defendant had signed the same instrument.

- (L) **Facsimile/Electronic Signatures.** Any party may execute this Agreement by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile or email to counsel for the other party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

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DATED: July 13, 2017 HARRISON, HARRISON & ASSOCIATES, LTD.

By: 

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Attorneys for Plaintiffs and the Settlement Class

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DATED: _____, 2017

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DATED: _____, 2017

Juan Garcia

DATED: _____, 2017

Makesa Fofano

DATED: _____, 2017

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DATED: _____, 2017

Juan C. Suarez

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DATED: 7/13/2017, 2017 _____
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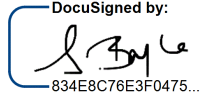
DATED: _____, 2017
Argenis Cerda

DATED: 7-11-17, 2017
Juan C. Suarez

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Brian Brown

DATED: 7-12, 2017

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DATED: 7/12/2017, 2017

Safiya Boyce

DATED: _____, 2017

Sergio Torres

DATED: _____, 2017

Malik Payano

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Abigail Haynes

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Angela Dispenza

DEFENDANT:

DATED: _____, 2017

By: Burberry Limited

DATED: _____, 2017 _____

Safiya Boyce

DATED: 7/12, 2017 _____

Sergio Torres

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Burberry Limited

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Abigail Haynes

DATED: _____, 2017 _____
Angela Dispenza

DEFENDANT:


DATED: _____, 2017 By: _____
Burberry Limited 

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION LAWSUIT SETTLEMENT AND FAIRNESS HEARING

TO: ALL PERSONS EMPLOYED BY BURBERRY LIMITED AS HOURLY SALES ASSOCIATES, SALES LEADS, SERVICE LEADS, BEAUTY CONSULTANTS, BEAUTY SPECIALISTS, DIGITAL ADVISORS, KEY HOLDERS, SHIPPER/RECEIVERS, RUNNER/SUPPORT, SALES SUPPORT, STOCK ASSOCIATES, STOCK LEADS, AND/OR STOCKROOM ASSOCIATES AT CERTAIN STORES IN NEW YORK DURING THE TIME PERIODS LISTED IN SECTION 3 BELOW.

Based on information in the records of Burberry Limited (“Burberry” or “Defendant”) you were employed as an hourly sales associate, sales lead, service lead, beauty consultant, beauty specialist, digital advisor, key holder (collectively, “sales associate”), and/or shipper/receiver, runner/support, sales support, stock associate, stock lead, and/or stockroom associate (collectively, “shipper/receiver”) at certain Burberry stores in New York. If that is true you may be eligible to participate in the proposed settlement of the case captioned *Malik Payano et al v. Burberry Limited*, Case No. 15 CV 10178 (U.S. District Court for the Southern District of New York) (the “Lawsuit”), and to claim a settlement payment under the Settlement by completing and returning the attached Claim Form. **YOU ARE ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT ONLY IF YOU RETURN THE COMPLETED CLAIM FORM TO THE CLAIMS ADMINISTRATOR ON OR BEFORE [INSERT DATE].**

1. WHAT IS THE PURPOSE OF THIS NOTICE?

PLEASE READ THIS NOTICE CAREFULLY. It contains important information about your rights concerning the settlement of the Lawsuit. If the Court approves the Settlement, each Class Member will be bound by the terms of the Settlement unless he/she affirmatively opts-out of the Settlement.

The Court has ordered that this Notice be sent to you to inform you of your rights under the Settlement Agreement resolving the Lawsuit.

2. WHAT IS THIS CASE ABOUT?

The Lawsuit asserted claims under the Fair Labor Standards Act (“FLSA”) and New York law alleging that Burberry failed to properly compensate hourly sales associates and shipper/receivers in certain New York stores for all hours worked, including hours worked in excess of forty per workweek. The Lawsuit also alleges that Burberry failed to give hourly sales associates and shipper/receivers in certain New York stores proper wage notices.

Burberry denies these allegations and maintains that it paid all hourly sales associates and shipper/receivers properly for all hours worked and provided appropriate wage notices. The Parties have entered into this Settlement solely with the intention to avoid further disputes and

litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Plaintiffs' claims, and no party has prevailed in this action.

3. WHO IS INCLUDED IN THE CLASS?

The Parties have agreed to settle the Lawsuit for a class consisting of all persons employed by Defendant as hourly sales associates at any Burberry store in Manhattan or White Plains, New York at any time from December 31, 2009 to [INSERT DATE: date preliminary settlement approval papers are filed in this Litigation]; (2) all persons employed by Defendant as hourly shipper/receivers at any Burberry store in Manhattan, White Plains, Manhasset or Garden City, New York at any time from June 1, 2010 to [INSERT DATE: date preliminary settlement approval papers are filed in this Litigation]; and (3) all persons employed by Defendant as hourly shipper/receivers and/or sales associates at any Burberry outlet store in Niagara Falls, New York or any Burberry outlet store or warehouse in Central Valley, New York at any time from February 1, 2011 to [INSERT DATE: date preliminary settlement approval papers are filed in this Litigation]. The time periods referenced herein are collectively defined in the Settlement Agreement as "Covered Period." You have received this notice because Burberry has identified you as a possible Class Member based on its records.

3. WHO ARE THE LAWYERS FOR THE CLASS, AND HOW WILL THEY BE PAID?

The Court has appointed D. Maimon Kirschenbaum and Denise A. Schulman of Joseph & Kirschenbaum, 32 Broadway, Suite 601, New York, NY 10004, 212-688-5640, denise@jk-llp.com and David Harrison of Harrison, Harrison & Associates, Ltd., 110 State Highway 35, 2nd Floor, Red Bank, NJ 07701, 718-799-9111, nycotlaw@gmail.com to represent you and the other Class Members. These lawyers are called Class Counsel. You will not be charged separately for these lawyers. Their fees are being paid from the total settlement fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel will ask the Court to approve payment of their actual litigation expenses and one-third of the after-costs Settlement Fund. The fee would pay Class Counsel for all work that they have performed in this action, including filing the complaint, engaging in discovery, investigating the facts, attending Court conferences, and negotiating and overseeing the settlement.

4. HOW WILL MY SHARE OF THE SETTLEMENT FUND BE CALCULATED?

If the Settlement is given final approval by the Court, Defendant will pay up to a maximum of \$2,540,000.00 in total settlement funds. If the Court also approves the payments set forth below, the following payments and expenses will be deducted from the \$2,540,000.00 prior to distribution of the settlement payments to the Claimants who participate in the Settlement:

- Attorneys' Fees and Costs: Class Counsel will apply to the Court for recovery of costs and attorneys' fees of one-third of the Settlement Fund after deducting their costs. This amount will be requested pursuant to the Named Plaintiffs' professional services agreement.

- Service Awards: If the Court approves such payments, \$5,000 will be paid to each of the following Plaintiffs for services provided in this case: Tannaz Moradi, Juan Garcia, Makesa Fofano, Argenis Cerda, Juan C. Suarez, Brian Brown, and Jorge Flores. If the Court approves such payments, \$2,500 will be paid to each of the following Plaintiffs for services provided in this case: Safiya Boyce, Sergio Torres, Malik Payano, Sabina Adrovic, Martina Halaga, Arona Cohen, Mindy Liu, Stephanie Constanzo, Amanda Dimeglio, Abigail Haynes, and Angela Dispenza.
- Claims Administrator Costs: Class Counsel will apply to the Court for recovery of all costs of administration of the Settlement.
- If the Court approves these payments, the remaining Settlement Fund (the “Net Settlement Fund”) will be allocated among all Class Members based on their position(s) held, time period of employment, store(s) where they worked, and the number of full time and part time workweeks worked.
- No Class Member will be allocated a settlement share that is less than \$150. Class Members who began working as an hourly sales associate or shipper/receiver after January 1, 2016 are eligible to receive a settlement share of \$150.
- Your Individual Settlement Amount has been calculated based on Burberry’s records. Burberry’s personnel records are presumed to be correct unless you submit documents proving otherwise.
- Neither Class Counsel nor Defendant nor Defendant’s Counsel makes any representations concerning tax consequences of the Settlement or participation in it, and you are advised to seek your own personal tax advice prior to acting in response to this Notice.
- For more information about how individual settlement awards are calculated, you may view the Settlement Agreement at [http:// \[REDACTED\]](http://[REDACTED]) or contact the Claims Administrator at:

CLAIMS ADMINISTRATOR’S INFO

5. HOW CAN I COLLECT MY SHARE OF THE SETTLEMENT?

In order to be eligible to collect your share of the settlement, you must completely fill out a Claim Form. If you do not fill out a Claim Form you will not receive any money from the Settlement. Attached to this Notice is a Claim Form which you must fill out and mail , postmarked on or before [REDACTED], 2017, to:

[CLAIMS ADMINISTRATOR'S INFO]

Burberry cannot and will not retaliate against you for participating in this Settlement and/or for filing a Claim Form.

It is your responsibility to retain proof of timely mailing of a Claim Form until receipt of your settlement payment.

If you move, please send the Claims Administrator your new address. It is your responsibility alone to provide a forwarding address to the United States Post Office and your current address to the Claims Administrator.

If you are found eligible to participate in the Settlement, you should not expect to receive any payment until the Settlement is final, which will likely be several months away.

6. WHAT IS THE LEGAL EFFECT OF THE SETTLEMENT?

Upon entry of the Order Granting Final Approval, and except as to such rights or claims as may be created by the Settlement Agreement, each Qualified Class Member, on his or her behalf, and on behalf of his or her respective current, former and future heirs, spouses, executors, administrators, agents, and attorneys, fully releases and discharges Defendant, Defendant's present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, members, managers, co-joint venturers, employees, fiduciaries, trustees, employee benefit plan administrators, agents, attorneys, insurers, successors and assigns, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity which could be jointly liable with any of them ("Releasees"), from any claims for unpaid wages, overtime pay, failure to maintain records and furnish employees with proper wage statements/notices and all other claims that were or could have been asserted in the Litigation under state wage and hour laws, whether known or unknown, through the date of the preliminary approval of the Settlement, including but not limited to state law claims for unpaid wages, overtime pay, failure to maintain records and furnish employees with proper wage statement/notices, interest, liquidated damages, and attorneys' fees and costs related to such claims.

In addition, if you sign and return a Claim Form that is accepted pursuant to the Settlement, you will forever and fully release Defendants and Releasees from any FLSA claims for unpaid overtime wages, liquidated damages, and attorneys' fees and costs related to such claims, whether known or unknown, through the date of the preliminary approval of the Settlement.

This Settlement is intended to include in its effect all claims identified above, including claims that you do not know or suspect to exist in your favor against Defendant or Releasees at the time of the release. You shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits you may otherwise have had relating to the claims identified above.

7. HOW DO I OPT OUT OF THE SETTLEMENT CLASS?

You have the option of opting-out of the Settlement Agreement if you do not want to participate in the Settlement or be bound by the release of claims described above. To opt-out of the Settlement Agreement you must do so by [REDACTED]. If you do not opt out, you will be bound by the terms of the Settlement Agreement. To opt out, you must mail a signed letter which specifically states, “I elect to exclude myself from the settlement in *Payano et al. v. Burberry Limited*” postmarked no later than [REDACTED]. You must include your name and address in the letter. If you choose to opt out, send your letter to:

[CLAIMS ADMINISTRATOR]

8. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you have not opted out of the Settlement, and if you wish to present objections to the proposed Settlement at the Fairness Hearing, you must first do so in writing. You are not required to submit an objection. Written objections must be postmarked no later than [REDACTED] and must be sent to:

[CLAIMS ADMINISTRATOR]

Written objections must contain your name and address, must be signed by you, and must include reference to the matter of *Payano et al. v. Burberry Limited*, Case No. 15 CV 10178. If you opt-out of the settlement, you may not also object to the settlement.

9. WHEN IS THE FAIRNESS HEARING?

A hearing before the Honorable Sarah Netburn will be held on [REDACTED] at [REDACTED] at the United States District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007 (the “Fairness Hearing”). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court may take into account any comments or objections filed in accordance with the procedures described above.

You are not required to attend the Fairness Hearing. Class Counsel will answer questions the Court may have. But, you may attend at your own expense. If you timely send an objection, you don’t have to come to Court to talk about it. You may also pay your own lawyer to attend, but it is not necessary.

10. HOW CAN I EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you are advised to refer to the underlying documents and papers on file with the Court or view the Settlement Agreement at [http://\[REDACTED\]](http://[REDACTED]).

Additionally, if you have questions about this Notice or want additional information, you can contact the Claims Administrator at the address/phone number listed above.

EXHIBIT 2

INDIVIDUAL CLASS MEMBER CLAIM FORM

Payano, et al. v. Burberry Limited, Case No. 15 CV 10178 (SN)

TO BE ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT, YOU MUST COMPLETE, SIGN AND RETURN THIS CLAIM FORM. YOU WILL NOT RECEIVE ANY PAYMENT FROM THE SETTLEMENT UNLESS YOU SUBMIT THE COMPLETED CLAIM FORM. THE CLAIM FORM MUST BE POSTMARKED NO LATER THAN _____, 2017

CORRECTIONS OR ADDITIONAL INFORMATION

Write any name and address corrections below if any is necessary **OR** if there is no preprinted data to the left, please provide your name and address here:

Daytime Telephone Number:

Evening Telephone Number:

MAIL TO:

Payano, et al. v. Burberry Limited
[CLAIMS ADMINISTRATOR]
[ADDRESS / PHONE / FAX /]

The records of Burberry Limited (“Burberry”) indicate that you were employed by Burberry as an hourly sales associate, sales lead, service lead, beauty consultant, beauty specialist, digital advisor, key holder (collectively, “sales associate”) and/or shipper/receiver, runner/support, sales support, stock associate, stock lead, and/or stockroom associate (collectively, “shipper/receiver”) at certain New York stores during the Covered Period as defined in the Notice of Settlement. By signing and returning this form, you are choosing to participate in (which is also called opting-in to) a settlement in the lawsuit noted above, and which was brought to recover wages under the Fair Labor Standards Act.

Based on your Full Time Workweeks and Part Time Workweeks worked according to Burberry’s records, you may be eligible to receive **[TO BE INSERTED]**.

By signing, dating, and returning this Claim Form, you also are agreeing to be bound by the Settlement Agreement negotiated by Class Counsel, and that you are agreeing to the following release of any wage claims you have:

- I, on my behalf, and on behalf of my current, former and future heirs, spouses, executors, administrators, agents, and attorneys, fully release and discharge Defendant, Defendant’s

present and former parent companies, subsidiaries, related or affiliated companies, shareholders, officers, directors, employees, members, managers, co-joint venturers, employees, fiduciaries, trustees, employee benefit plan administrators, agents, attorneys, insurers, successors and assigns, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity which could be jointly liable with any of them ("Releasees"), from any claims for unpaid wages, overtime pay, failure to maintain records and furnish employees with proper wage statements/notices and all other claims that were or could have been asserted in the Litigation (as defined in the Notice) under state wage and hour laws, whether known or unknown, through the date upon which the Settlement was preliminarily approved, including but not limited to state law claims for overtime, unpaid wages, interest, liquidated damages, and attorneys' fees and costs related to such claims.

- In addition, I forever and fully release Defendant and Releasees from any FLSA claims for unpaid wages, overtime pay, failure to maintain records and furnish employees with proper wage statements/notices which were or which could have been asserted in the Litigation, including any claims for liquidated damages, and attorneys' fees and costs related to such claims, whether known or unknown, through the date upon which the Settlement was preliminarily approved.

By signing and returning this form, you certify that you did in fact work as a sales associate and/or as a shipper/receiver at a covered Burberry location during the Covered Period, and that you acknowledge that you have carefully reviewed the information included in this form and in the Notice of Settlement. You also acknowledge, agree and certify that you submit this Claim Form knowingly and voluntarily, with a full understanding of its consequences, and without having been promised any benefit by any party or attorney in this Action other than as described in the Notice.

Date

Signature

Name (Printed)

Last Four Digits of Social Security Number

EXHIBIT 3

Payano et al. v. Burberry Limited, Case. No. 15 CV 10178 (SN) (S.D.N.Y.)

REMINDER NOTICE OF PROPOSED CLASS ACTION LAWSUIT SETTLEMENT

A Notice of Proposed Class Action Lawsuit Settlement and Fairness Hearing was previously mailed to you because Burberry Limited identified you as an hourly sales associate, sales lead, service lead, beauty consultant, beauty specialist, digital advisor, key holder, and/or shipper/receiver, runner/support, sales support, stock associate, stock lead, and/or stockroom associate who may be eligible to participate in a class action settlement. As of the date this reminder was sent you have not submitted a completed Claim Form. **You will not be eligible to receive any money from the settlement unless you submit a completed Claim Form by [DATE].** You may review the full notice of Settlement at: <http://WEBSITE>. To receive another copy of the Claim Form, you may contact the Claims Administrator at [REDACTED]. You may also contact the Claims Administrator if you have any questions about the Settlement or how to submit a Claim Form.

EXHIBIT 4

E-MAIL REMINDER NOTICE

Subject: Payano v. Burberry Limited, NO. 15 CV 10178 – NOTICE OF CLASS ACTION SETTLEMENT

A Notice of Proposed Class Action Lawsuit Settlement and Fairness Hearing was previously mailed to you because Burberry Limited identified you as an hourly sales associate, sales lead, service lead, beauty consultant, beauty specialist, digital advisor, key holder, and/or shipper/receiver, runner/support, sales support, stock associate, stock lead, and/or stockroom associate who may be eligible to participate in a class action settlement. As of the date of this email you have not submitted a completed Claim Form. **You will not be eligible to receive any money from the settlement unless you submit a completed Claim Form by [DATE].** You may review the full notice of Settlement at: <http://WEBSITE>. To receive another copy of the Claim Form, you may contact the Claims Administrator at [REDACTED]. You may also contact the Claims Administrator if you have any questions about the Settlement or how to submit a Claim Form.

EXHIBIT 5

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
**MALIK PAYANO, JUAN C. SUAREZ,
MAKESA KEKE FOFANA, MINDY LIU, CIVIL ACTION NO.: 15-CV-10178
JUAN GARCIA, JORGE E. FLORES JR.,
AMANDA DIMEGLIO, SABINA
ADROVIC, ABIGAIL HAYNES, ANGELA
DISPENZA, STEPHANIE CONSTANZO,
ARONA COHEN, and MARTINA
HALAGA on behalf of themselves and others
similarly situated,**

Plaintiffs,

v.

**BURBERRY LIMITED a/k/a BURBERRYS
LIMITED,
Defendant.**

-----X
**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS AND COLLECTIVE ACTION SETTLEMENT**

WHEREAS, the above-captioned matter (the “Litigation”) is currently pending before this court; and

WHEREAS, Plaintiffs have made an application, pursuant to Fed. R. Civ. P. 23(e) and 29 U.S.C. § 216(b) for an order preliminarily approving the settlement of the claims alleged in the Lawsuit, in accordance with a Joint Stipulation of Settlement and Release dated July 12, 2017 (the “Agreement”), which, together with the exhibits annexed to the Declaration of Denise A. Schulman, sets forth the terms and conditions for a proposed settlement (the “Settlement”) of the Litigation against Defendant and for dismissal of the Litigation against Defendant with prejudice upon the terms and conditions set forth therein, and the Court has read and considered the Agreement and the above-referenced exhibits; and

WHEREAS, all terms contained and not otherwise defined herein shall have the same meanings set forth in the Agreement;

IT IS ON THIS ____ DAY OF _____, 2017 HEREBY ORDERED AS FOLLOWS:

1. The Court finds on a preliminary basis that the settlement memorialized in the Agreement, filed with the Court, falls within the range of fairness and reasonableness and, therefore, meets the requirements for preliminary approval, such that Notice to the Class, as set forth in the Agreement, is appropriate.
2. The Court grants preliminary approval of the Agreement.
3. For the reasons set forth in the submissions in support of the Plaintiffs' Motion Preliminary Approval, this Court conditionally finds that the numerosity, commonality, typicality, and adequacy requirements of Rule 23(a), and the predominance and superiority requirements of Rule 23(b)(3) have been met warranting class certification for purposes of approving the Settlement only. Additionally, for the reasons set forth in the same submissions, this Court conditionally finds that a collective action under 29 U.S.C. § 216(b) is appropriate for all claims arising under the FLSA for purposes of approving the Settlement only.
4. Pursuant to Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b), the Court conditionally certifies, for settlement purposes only, the following class (the "Class"): All persons employed by Defendant as hourly sales associates, sales leads, service leads, beauty consultants, beauty specialists, digital advisors, and/or key holders at any Manhattan Store and/or Westchester Store at any time from December 31, 2009 to July 17, 2017; (2) all persons employed by Defendant as hourly shipper/receivers, runner/support, sales support, stock

associates, stock leads, and/or stockroom associates at any Manhattan Store, Westchester Store and/or Long Island Store at any time from June 1, 2010 to July 17, 2017; and (3) all persons employed by Defendant as hourly shipper/receivers, runner/support, sales support, stock associates, stock leads, stockroom associates, sales associates, sales leads, service leads, beauty consultants, beauty specialists, digital advisors, and/or key holders at any Outlet Store at any time from February 1, 2011 to July 17, 2017. This certification solely for settlement purposes shall not be construed to be an admission or determination as to the certifiability of any collective action, class or sub-class for any other purpose, in this Litigation or otherwise.

5. The Court appoints, for settlement purposes only, Malik Payano, Juan C. Suarez, Makesa Keke Fofana, Mindy Liu, Juan Garcia, Jorge E. Flores Jr., Amanda Dimeglio, Sabina Adrovic, Abigail Haynes, Angela Dispenza, Stephanie Constanzo, Arona Cohen, Martina Halaga, Brian Brown, Argenis Cerda, Thomas C. Rivera, and Sergio Torres as representatives of the Class and Collective Action. The Class Representatives, together with Class Counsel, are hereby authorized to act on behalf of themselves and members of the Settlement Class, including all Participating Claimants, with respect to the Litigation and Settlement Agreement.
6. The Court appoints, for settlement purposes only, the following attorneys as Class Counsel: D. Maimon Kirschenbam and Denise A. Schulman of Joseph & Kirschenbaum LLP and David Harrison of Harrison, Harrison & Associates, LTD.
7. The Court approves KCC as the Claims Administrator to perform duties in accordance with the Agreement.
8. The Court finds that the procedures for notifying the Class about the Settlement as

described in the Agreement provide the best notice practicable under the circumstances and therefore meet the requirements of due process under the United States Constitution and New York law, and directs the distribution of the Class Notice and Claim Form in accordance with the Agreement.

9. The Court approves, as to form and content, the proposed Class Notice, reminder notices, and Claim Form, which are attached to the Agreement as Exhibits 1 to 4 and finds that those documents fully and accurately inform Class Members of all material elements of the Litigation and the proposed Settlement.
10. The Fairness Hearing Shall be held before this Court, on _____, 2017 (**at least 100 days after the entry of this Order**) at _____ at the United States District Court, Southern District of New York, U.S. Courthouse, 40 Foley Square, New York, NY 10007, to determine whether the proposed settlement of the Litigation on the terms and conditions provided for in the Agreement is fair, just, reasonable, adequate and in the best interests of the Class, and should be approved by the Court; whether an Order and Final Judgment of Dismissal, as provided in the Agreement, should be entered; and to determine the amount, if any, of attorneys' fees and costs, settlement administration costs, and service awards that should be awarded.
11. On or before the date that is seven (7) days before the final approval hearing, Class Counsel shall move the Court for final approval of the Settlement, and submit a memorandum of law in support of Plaintiffs' application for attorneys' fees and costs, settlement administration costs, and service awards.
12. In the event that the Effective Date occurs, Claimants will be deemed to have forever released and discharged the released claims as provided in the Settlement Agreement. In

the event that the Effective Date does not occur for any reason whatsoever, this Order and the Settlement Agreement shall be deemed null and void and shall have no effect whatsoever in this Litigation or in any other litigation or proceeding.

IT IS SO ORDERED.

DATED: _____, 2017

Honorable Sarah Netburn, U.S.M.J.

EXHIBIT 6

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
**MALIK PAYANO, JUAN C. SUAREZ,
MAKESA KEKE FOFANA, MINDY LIU, JUAN GARCIA, JORGE E. FLORES JR., AMANDA
DIMEGLIO, SABINA ADROVIC, ABIGAIL
HAYNES, ANGELA DISPENZA, STEPHANIE
CONSTANZO, ARONA COHEN, and
MARTINA HALAGA on behalf of themselves
and others similarly situated,**

Plaintiffs,

v.

**BURBERRY LIMITED a/k/a BURBERRYS
LIMITED,**

Defendant.

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[PROPOSED] FINAL ORDER AND JUDGMENT

The Court, having considered the parties' Joint Stipulation of Settlement and Release dated July 12, 2017 ("Agreement") and all other materials properly before the Court, and having conducted an inquiry pursuant to Section 216(b) of the Fair Labor Standards Act of 1938 and Rule 23 of the Federal Rules of Civil Procedure, hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the "Final Order and Judgment") will have the same meaning as defined in the Agreement.
2. The Court has jurisdiction over the subject matter of this action, the Plaintiffs, the Class Members, and Burberry Limited ("Defendant")
3. The Court finds that the Settlement was the product of protracted, arms-length negotiations between experienced counsel. The Court grants final approval of the Settlement, including the releases and other terms, as fair, reasonable and adequate as to the Parties, the

Claimants, and the Class Members (collectively, the “Settling Parties”). The Settling Parties are directed to perform in accordance with the terms set forth in the Agreement and Stipulation.

4. The Court finds that the procedures for notifying the Class Members about the Settlement, including the Class Notice and related documents, constituted the best notice practicable under the circumstances to all Class Members and fully satisfied all necessary requirements of due process. Based on the evidence and other materials submitted to the Court, the Class Notice to the Class Members provided adequate, due, sufficient and valid notice of the Settlement.

5. The Court finds, for settlement purposes only, that the Class and FLSA Collective satisfy the applicable standards for certification under Fed. R. Civ. P. 23 and 29 U.S.C. § 216(b).

6. The action is dismissed on the merits and with prejudice, permanently barring the Plaintiffs and all other Claimants and Qualified Class Members from filing, commencing, prosecuting, or pursuing the claims Released by the Stipulation whether or not on a class or collective action basis, or participating in any class or collective action involving such claims.

7. Class Counsel’s request for attorneys’ fees and litigation costs and expenses in this action is approved. Accordingly, Class Counsel are hereby awarded \$_____ for attorneys’ fees and \$_____ for reimbursement of litigation costs and expenses, which the Court finds were reasonably incurred in prosecution of this case.

9. The enhancement awards for the 18 named and opt-in Plaintiffs, in the amounts set forth in Section 3.3 of the Agreement, are approved to reimburse them for their unique services in initiating and maintaining this litigation.

10. Nothing relating to this Order, or any communications, papers, or orders related to the Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by Defendant or Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiffs, the Class Members, or any other person, or that class or collective action certification is appropriate in this or any other matter. There has been no determination by any Court as to the merits of the claims asserted by Plaintiffs against Defendant or as to whether a class or collective should be certified, other than for settlement purposes only.

11. The Court shall have exclusive and continuing jurisdiction over this action for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Agreement and this Final Approval Order.

12. The Parties are ordered to carry out the Settlement as provided in the Agreement.

13. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

DATED: _____, 2017

Honorable Sarah Netburn, U.S.M.J.

EXHIBIT 7

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

**MALIK PAYANO, JUAN C. SUAREZ,
MAKESA KEKE FOFANA, MINDY LIU,
JUAN GARCIA, JORGE E. FLORES JR.,
AMANDA DIMEGLIO, SABINA
ADROVIC, ABIGAIL HAYNES, ANGELA
DISPENZA, STEPHANIE CONSTANZO,
ARONA COHEN, MARTINA HALAGA,
BRIAN BROWN, ARGENIS CERDA,
THOMAS C. RIVERA, and SERGIO
TORRES on behalf of themselves and others
similarly situated,**

CIVIL ACTION NO.: 15-CV-10178

**FLSA COLLECTIVE ACTION AND
RULE 23 CLASS ACTION**

JURY TRIAL DEMANDED

Plaintiffs,

v.

**BURBERRY LIMITED a/k/a BURBERRYS
LIMITED,**

Defendant.

-----X

Plaintiffs, on behalf of themselves and all others similarly situated, by their undersigned attorneys, allege, upon personal knowledge as to themselves and upon information and belief as to all other matters, as follows:

PRELIMINARY STATEMENT

1. This is a collective action lawsuit under the Fair Labor Standards Act, as amended, 29 U.S.C. §§ 201 et seq., (“FLSA”) and is brought to remedy widespread wage and hour violations by BURBERRY LIMITED a/k/a BURBERRYS LIMITED (“Burberry” or “Defendant”) that have deprived Plaintiffs and all other current and former hourly sales associates, sales leads, service leads, floor supervisors, and shipper/receivers

throughout the State of New York of overtime and other wages to which they are entitled.

2. Plaintiffs also bring this as a class action pursuant to Federal Rule Civil Procedure Rule 23 to remedy violations of the New York Labor Law, Article 19, §§ 650 *et. seq.* (“NYLL”), and the supporting New York State Department of Labor regulations, and to recover unpaid overtime and other wages to which they are entitled, on behalf of themselves and all similarly situated current and former hourly sales associates, sales leads, service leads, floor supervisors, and shipper/receivers in the State of New York (collectively, the “Class Members”).
3. Plaintiffs and the other Class Members were not “exempt” under the FLSA or NYLL, and Defendant classified them as non-exempt under the FLSA and NYLL.
4. Plaintiffs and the other Class Members were not compensated for all of the time they worked for Defendant, including pre and post shift work and when they worked through their one-hour unpaid lunch breaks.
5. Defendant has thus willfully engaged in a pattern, practice, and policy of unlawful conduct by failing to properly record, credit, and compensate Plaintiffs and the Class Members for work which Defendant effectively required and/or permitted them to work in excess of (i) their paid hours, and (ii) 40 hours per week.
6. Defendant’s pattern, practice and policy of requiring or permitting work without properly compensating its employees for same has violated its employees’ rights under the FLSA and New York law.

JURISDICTION AND VENUE

7. This Court has original federal question jurisdiction over Plaintiffs' FLSA claims because this case is brought pursuant to the FLSA. This Court has supplemental jurisdiction over the NYLL claims as they are so related to the claims in this action within this Court's original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution.
8. Venue is proper within this District pursuant to 28 U.S.C. § 1391, because the Defendant does business in, and accordingly resides in, this District and because a substantial part of the acts or omissions giving rise to the claims alleged herein occurred within this District.

THE PARTIES

9. Plaintiff PAYANO resides in the County of Bronx in the State of New York. He was employed by Defendant as an hourly sales associate from approximately February 2011 until January 2012.
10. Plaintiff SUÀREZ resides in the State of New Jersey. He was employed by Defendant as an hourly sales associate from approximately May 2010 until March 2012.
11. Plaintiff FOFANA resides in the County of Bronx in the State of New York. She was employed by Defendant as an hourly sales associate from approximately May 2010 until July 2012.
12. Plaintiff GARCIA resides in the County of New York in the State of New York. He was employed by Defendant as an hourly sales associate from approximately May 2010 until July 2012.

13. Plaintiff FLORES resides in the County of Bronx in the State of New York. He was employed by Defendant as an hourly sales associate from approximately June 2011 until May 2014.
14. Plaintiff DIMEGLIO resides in the County of Queens in the State of New York. She was employed by Defendant as an hourly sales associate from approximately December of 2009 until April 2012.
15. Plaintiff ADROVIC resides in the County of Westchester in the State of New York. She was employed by Defendant as an hourly sales associate from approximately June of 2011 until November 2013.
16. Plaintiff HAYNES resides in the County of Bronx in the State of New York. She was employed by Defendant as an hourly sales associate from approximately August 2011 until May of 2013.
17. Plaintiff DISPENZA resides in the County of Bronx in the State of New York. She was employed by Defendant as an hourly sales associate from approximately August, 2012 until March, 2014.
18. Plaintiff CONSTANZO resides in the County of Bronx in the State of New York. She was employed by Defendant as an hourly sales associate from approximately January 2012 until March 2014.
19. Plaintiff COHEN resides in the County of Bronx in the State of New York. She was employed by Defendant as an hourly sales associate from approximately October of 2008 until March 2014.

20. Plaintiff HALAGA resides in the County of Putnam in the State of New York. She was employed by Defendant as an hourly sales associate from approximately July 2010 until May of 2013.
21. Plaintiffs PAYANO, SUÀREZ, FOFANA, GARCIA, FLORES, DIMEGLIO, ADROVIC, HAYNES, DISPENZA, CONSTANZO, COHEN, and HALAGA (collectively “Non–Flagship Sales Associate Plaintiffs”) worked for Defendant as Sales Associates assigned to work in Defendant’s (i) Columbus Avenue New York City store, (iii) Madison Avenue New York City store, or (iii) two Westchester County stores.
22. Plaintiff LIU resides in the County of Kings in the State of New York. She was employed by Defendant as an hourly sales associate from approximately May 2011 until January 2014.
23. Plaintiff LIU (“Flagship Sales Associate Plaintiff”) worked for Defendant as a Sales Associate assigned to work in Defendant’s 57th Street Flagship New York City store.
24. Plaintiff BROWN resides in the County of New York in the State of New York. He was employed by Defendant as a Shipper-Receiver from approximately February 2011 to April 2013.
25. Plaintiff CERDA resides in the County of Bronx in the State of New York. He was employed by Defendant as a Shipper-Receiver from approximately May 2014 to June 2015 and as a Sales Associate from approximately June 2015 to March 2016.
26. Plaintiff RIVERA resides in the County of Bronx in the State of New York. He was employed by Defendant as a Shipper-Receiver from approximately 2008 to February 2016.

27. Plaintiff TORRES resides in the State of New York. He was employed by Defendant as a Shipper-Receiver and then as a sales associate from approximately July 2012 to August 2015.
28. Plaintiffs BROWN, CERDA, RIVERA, and TORRES are referred to collectively as the “Shipper-Receiver Plaintiffs.”
29. Defendant Burberry Limited a/k/a Burberrys Limited (“Defendant”) is a New York Corporation with a corporate address at 444 Madison Avenue in New York City.
30. At all relevant times, Defendant has been, and continues to be, an “employer” engaged in interstate “commerce”, and/or in the “production of goods” for “commerce”, within the meaning of 29 U.S.C. § 203 and the NYLL.
31. At all relevant times, Defendant has employed “employee[s]”, including each of the Plaintiffs and each of the FLSA Collective Plaintiffs and Class Members.

NON-FLAGSHIP SALES ASSOCIATE FLSA COLLECTIVE ACTION ALLEGATIONS

32. The Non-Flagship Sales Associate Plaintiffs sue on behalf of themselves and all other similarly situated Non-Flagship Sales Associates employed at Defendant’s non-Flagship New York locations, excluding Defendant’s Long Island locations (the “FLSA Non-Flagship Collective”). Plaintiffs are appropriate representatives of this collective action under 29. U.S.C. §216(b).
33. The Non-Flagship Sales Associate Plaintiffs and the other Sales Associates employed by Defendant at its New York locations, other than the Flagship location and the Long Island locations (“Non-Flagship Sales Associates”), are and have been similarly situated, have had substantially similar job requirements and pay provisions, and are and have been subject to Defendant’s decision, plan and common policies, programs,

practices, procedures, protocols, routines, and rules of willfully failing and refusing to pay them at least one-and-one-half times their regular hourly rates of pay for work in excess of forty (40) hours per workweek. Defendant routinely required them to work weekly hours in excess of forty but failed to pay them overtime compensation at time and one-half their regular rate for all overtime hours worked.

FLAGSHIP SALES ASSOCIATE FLSA COLLECTIVE ACTION ALLEGATIONS

34. The Flagship Sales Associate Plaintiff sues on behalf of herself and all other similarly situated Flagship Sales Associates employed by Defendant at its Flagship Manhattan, New York City location (the “FLSA Flagship Collective”). Plaintiff LIU is an appropriate representative of this collective action under 29. U.S.C. §216(b).
35. The Flagship Sales Associate Plaintiff and the other Sales Associates employed by Defendant at its New York City Flagship store (“Flagship Sales Associates”) are and have been similarly situated, have had substantially similar job requirements and pay provisions, and are and have been subject to Defendant’s decision, plan and common policies, programs, practices, procedures, protocols, routines, and rules of willfully failing and refusing to pay them at least one-and-one-half times their regular hourly rates of pay for work in excess of forty (40) hours per workweek. Defendant routinely required them to work weekly hours in excess of forty but failed to pay them overtime compensation at time and one-half their regular rate for all overtime hours worked.

SHIPPER-RECEIVER FLSA COLLECTIVE ACTION ALLEGATIONS

36. The Shipper-Receiver Plaintiffs sue on behalf of themselves and all other similarly situated Shipper-Receiver employees employed at Defendant’s locations in New York

State. The Shipper-Receiver Plaintiffs are appropriate representatives of this collective action under 29 U.S.C. § 216(b).

37. The Shipper-Receiver Plaintiffs and the other Shipper-Receiver employees employed by Defendant in New York State are and have been similarly situated, have substantially similar job requirements and pay provisions, and are and have been subject to Defendant's decision, plan, and common policies, programs, practices, procedures, protocols, routings, and rules of willfully failing and refusing to pay them at least one and one-half times their regular hourly rates of pay for work in excess of forty (40) hours per workweek. Defendant routinely required them to work weekly hours in excess of forty but failed to pay them overtime compensation at time and one-half their regular rate for all overtime hours worked.

NON-FLAGSHIP SALES ASSOCIATE RULE 23 CLASS ALLEGATIONS

38. The Non-Flagship Sales Associate Plaintiffs bring the Second and Third Claims for Relief pursuant to Federal Rules of Civil Procedure ("FRCP") Rule 23, to recover unpaid wages, unpaid overtime pay, and other damages, on behalf of themselves and all of Defendant's current and former Sales Associates who were employed at Defendant's non-Flagship New York City and Westchester County Burberry stores on or after the date that is six years before the filing of this Complaint (the "Non-Flagship Class").
39. During the Non-Flagship Class' employment with Defendant, they consistently worked longer hours than they were paid for, and are thus owed (i) wages at their regular rates of pay for all hours up to 40 in a workweek, and (ii) overtime wages for all hours in excess of 40 in a workweek.

40. The number and identify of, and the names and addresses of, the Non-Flagship Class are readily ascertainable from the records of the Defendant. The dates of employment and the rates of pay for each member of the Non-Flagship Class, the hours assigned and worked, and the wages paid to them, are also determinable from Defendant's records. Notice can be provided by means permissible under FRCP Rule 23.
41. The proposed Non-Flagship Class is so numerous that joinder of all members of the Non-Flagship Class is impracticable, and the disposition of their claims as a class will benefit the parties and the Court. While the precise number of such persons is unknown to Plaintiffs and is presently within the sole control of Defendant, Plaintiffs believe that there are significantly more than forty (40) members of the Non-Flagship Class.
42. Plaintiffs' claims are typical of those claims which could be alleged by any Non-Flagship Class member, and the relief sought is typical of the relief which would be sought by each Non-Flagship Class member in separate actions. All the members of the Non-Flagship Class were subject to the same corporate practices and policies of Defendant, as alleged herein, of willfully failing and refusing to properly pay them (i) for all hours worked up to forty (40) per workweek at their regular rate of pay, and (ii) at least one-and-one-half times their regular hourly rates of pay for work in excess of forty (40) hours per workweek, and of violating NYLL §195(3). Defendant's corporate-wide policies and practices affected all Non-Flagship Class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Non-Flagship Class member. Plaintiffs and each Non-Flagship Class member sustained similar losses, injuries and damages arising from the same unlawful policies, practices, and procedures.

43. Plaintiffs are able to fairly and adequately protect the interests of the Non-Flagship Class and have no interests antagonistic to the Non-Flagship Class. Plaintiffs are represented by attorneys who are experienced and competent in wage and hour class action litigation who have many times previously represented plaintiffs in wage and hour class cases.
44. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender. Because the losses, injuries and damages suffered by each of the individual Non-Flagship Class members are relatively small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Non-Flagship Class members to redress the wrongs done to them. On the other hand, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the Non-Flagship Class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Non-Flagship Class, establishing incompatible standards of conduct for Defendant and resulting in the

impairment of Non-Flagship Class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

45. Upon information and belief, employees of Defendant and other employers are often afraid to individually assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing claims because they fear that doing so could harm their employment and future efforts to secure employment. Class actions provide class members who are not named in the complaint a degree of anonymity which allows for the vindication of their rights while eliminating or reducing these risks.
46. The questions of law and fact common to the Non-Flagship Class predominate over any questions affecting only individual Non-Flagship Class members, including: (a) whether Defendant failed to keep true and accurate time records for all daily and weekly hours worked by the Non-Flagship Class members and other payroll records required by the NYLL, (b) whether Defendant failed to pay the Non-Flagship Class members their regular hourly rates of pay for all work performed up to forty (40) hours per workweek; (c) whether Defendant failed to pay the Non-Flagship Class members at least one-and-one-half times their regular hourly rates of pay for all work in excess of forty (40) hours per workweek; (d) whether the Non-Flagship Class members are entitled to damages for unpaid regular and/or overtime wages, and if so, the means of measuring such damages; (e) whether Defendant is liable for NYLL liquidated damages; and (f) whether it was Defendant's policy and practice to fail to furnish the

Non-Flagship Class members with an accurate statement of wages, hours worked, rates paid, and gross wages as required by NYLL §195(3).

47. Absent a class action, many of the Non-Flagship Class members likely will not obtain redress of their injuries and Defendant will retain the proceeds of its violations of the NYLL.

FLAGSHIP SALES ASSOCIATE RULE 23 CLASS ALLEGATIONS

48. The Flagship Sales Associate Plaintiff brings the Second and Third Claims for Relief pursuant to FRCP 23, to recover unpaid wages, unpaid overtime pay, and other damages, on behalf of herself and all of Defendant's current and former Sales Associates who were employed by Defendant at Defendant's Flagship New York City Burberry store on or after the date that is six years before the filing of this Complaint (the "Flagship Class").
49. During the Flagship Class' employment with Defendant, they consistently worked longer hours than they were paid for, and are thus owed (i) wages at their regular rates of pay for all hours up to 40 in a workweek, and (ii) overtime wages for all hours in excess of 40 in a workweek.
50. The number and identify of, and the names and addresses of, the Flagship Class are readily ascertainable from the records of the Defendant. The dates of employment and the rates of pay for each member of the Flagship Class, the hours assigned and worked, and the wages paid to them, are also determinable from Defendant's records. Notice can be provided by means permissible under FRCP Rule 23.
51. The proposed Flagship Class is so numerous that joinder of all members of the Flagship Class is impracticable, and the disposition of their claims as a class will benefit the

parties and the Court. While the precise number of such persons is unknown to Plaintiffs and is presently within the sole control of Defendant, Plaintiffs believe that there are significantly more than forty (40) members of the Flagship Class.

52. The Flagship Sales Associate Plaintiff's claims are typical of those claims which could be alleged by any Flagship Class member, and the relief sought is typical of the relief which would be sought by each Flagship Class member in separate actions. All the members of the Flagship Class were subject to the same corporate practices and policies of Defendant, as alleged herein, of willfully failing and refusing to properly pay them (i) for all hours worked up to forty (40) per workweek at their regular rate of pay, and (ii) at least one-and-one-half times their regular hourly rates of pay for work in excess of forty (40) hours per workweek, and of violating NYLL §195(3). Defendant's corporate-wide policies and practices affected all Flagship Class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Flagship Class member. The Flagship Sales Associate Plaintiff and each Flagship Class member sustained similar losses, injuries and damages arising from the same unlawful policies, practices, and procedures.
53. The Flagship Sales Associate Plaintiff is able to fairly and adequately protect the interests of the Flagship Class and has no interests antagonistic to the Flagship Class. Plaintiffs are represented by attorneys who are experienced and competent in wage and hour class action litigation who have many times previously represented plaintiffs in wage and hour class cases.
54. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation

where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender. Because the losses, injuries and damages suffered by each of the individual Flagship Class members are relatively small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Flagship Class members to redress the wrongs done to them. On the other hand, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the Flagship Class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Flagship Class, establishing incompatible standards of conduct for Defendant and resulting in the impairment of Flagship Class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

55. Upon information and belief, employees of Defendant and other employers are often afraid to individually assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing claims because they fear that doing so could

harm their employment and future efforts to secure employment. Class actions provide class members who are not named in the complaint a degree of anonymity which allows for the vindication of their rights while eliminating or reducing these risks.

56. The questions of law and fact common to the Flagship Class predominate over any questions affecting only individual Flagship Class members, including: (a) whether Defendant failed to keep true and accurate time records for all daily and weekly hours worked by the Flagship Class members and other payroll records required by the NYLL, (b) whether Defendant failed to pay the Flagship Class members their regular hourly rates of pay for all work performed up to forty (40) hours per workweek; (c) whether Defendant failed to pay the Flagship Class members at least one-and-one-half times their regular hourly rates of pay for all work in excess of forty (40) hours per workweek; (d) whether the Flagship Class members are entitled to damages for unpaid regular and/or overtime wages, and if so, the means of measuring such damages; (e) whether Defendant is liable for NYLL liquidated damages; and (f) whether it was Defendant's policy and practice to fail to furnish the Flagship Class members with an accurate statement of wages, hours worked, rates paid, and gross wages as required by NYLL §195(3).
57. Absent a class action, many of the Flagship Class members likely will not obtain redress of their injuries and Defendant will retain the proceeds of its violations of the NYLL.

SHIPPER RECEIVER RULE 23 CLASS ALLEGATIONS

58. The Shipper-Receiver Plaintiffs bring the Second and Third Claims for Relief pursuant to FRCP 23 to recover unpaid wages, unpaid overtime pay, and other damages on

behalf of themselves and all of Defendant's current and former Shipper-Receiver who were employed at Defendant's New York State locations within the applicable statute of limitations period (the "Shipper-Receiver Class").

59. During the Shipper-Receiver Class members' employment with Defendant, they consistently worked longer hours than they were paid for, and are thus owed (i) wages at their regular rates of pay for all hours up to 40 in a workweek, and (ii) overtime wages for all hours in excess of 40 in a workweek.
60. The number and identify of, and the names and addresses of, the Shipper-Receiver Class members are readily ascertainable from the records of the Defendant. The dates of employment and the rates of pay for each member of the Shipper-Receiver Class, the hours assigned and worked, and the wages paid to them, are also determinable from Defendant's records. Notice can be provided by means permissible under FRCP Rule 23.
61. The proposed Shipper-Receiver Class is so numerous that joinder of all members of the Shipper-Receiver Class is impracticable, and the disposition of their claims as a class will benefit the parties and the Court. While the precise number of such persons is unknown to Plaintiffs and is presently within the sole control of Defendant, Plaintiffs believe that there are significantly more than forty (40) members of the Shipper-Receiver Class.
62. The Shipper-Receiver Plaintiffs' claims are typical of those claims which could be alleged by any Shipper-Receiver Class member, and the relief sought is typical of the relief which would be sought by each Shipper-Receiver Class member in separate actions. All the members of the Shipper-Receiver Class were subject to the same

corporate practices and policies of Defendant, as alleged herein, of willfully failing and refusing to properly pay them (i) for all hours worked up to forty (40) per workweek at their regular rate of pay, and (ii) at least one-and-one-half times their regular hourly rates of pay for work in excess of forty (40) hours per workweek, and of violating NYLL §195(3). Defendant's corporate-wide policies and practices affected all Shipper-Receiver Class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each Shipper-Receiver Class member. The Shipper-Receiver Plaintiffs and each Shipper-Receiver Class member sustained similar losses, injuries and damages arising from the same unlawful policies, practices, and procedures.

63. The Shipper-Receiver Plaintiffs are able to fairly and adequately protect the interests of the Shipper-Receiver Class and have no interests antagonistic to the Shipper-Receiver Class. The Shipper-Receiver Plaintiffs are represented by attorneys who are experienced and competent in wage and hour class action litigation who have many times previously represented plaintiffs in wage and hour class cases.
64. A class action is superior to other available methods for the fair and efficient adjudication of the controversy – particularly in the context of wage and hour litigation where individual class members lack the financial resources to vigorously prosecute a lawsuit against corporate defendants. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of efforts and expense that numerous individual actions engender. Because the losses, injuries and damages suffered by each of the individual Shipper-Receiver Class members are

relatively small in the sense pertinent to a class action analysis, the expenses and burden of individual litigation would make it extremely difficult or impossible for the individual Shipper-Receiver Class members to redress the wrongs done to them. On the other hand, important public interests will be served by addressing the matter as a class action. The adjudication of individual litigation claims would result in a great expenditure of Court and public resources; however, treating the claims as a class action would result in a significant saving of these costs. The prosecution of separate actions by individual members of the Shipper-Receiver Class would create a risk of inconsistent and/or varying adjudications with respect to the individual members of the Shipper-Receiver Class, establishing incompatible standards of conduct for Defendant and resulting in the impairment of Shipper-Receiver Class members' rights and the disposition of their interests through actions to which they were not parties. The issues in this action can be decided by means of common, class-wide proof. In addition, if appropriate, the Court can, and is empowered to, fashion methods to efficiently manage this action as a class action.

65. Upon information and belief, employees of Defendant and other employers are often afraid to individually assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing claims because they fear that doing so could harm their employment and future efforts to secure employment. Class actions provide class members who are not named in the complaint a degree of anonymity which allows for the vindication of their rights while eliminating or reducing these risks.
66. The questions of law and fact common to the Shipper-Receiver Class members predominate over any questions affecting only individual Shipper-Receiver Class

members, including: (a) whether Defendant failed to keep true and accurate time records for all daily and weekly hours worked by the Shipper-Receiver Class members and other payroll records required by the NYLL, (b) whether Defendant failed to pay the Shipper-Receiver Class members their regular hourly rates of pay for all work performed up to forty (40) hours per workweek; (c) whether Defendant failed to pay the Shipper-Receiver Class members at least one-and-one-half times their regular hourly rates of pay for all work in excess of forty (40) hours per workweek; (d) whether the Shipper-Receiver Class members are entitled to damages for unpaid regular and/or overtime wages, and if so, the means of measuring such damages; (e) whether Defendant is liable for NYLL liquidated damages; and (f) whether it was Defendant's policy and practice to fail to furnish the Shipper-Receiver Class members with an accurate statement of wages, hours worked, rates paid, and gross wages as required by NYLL §195(3).

67. Absent a class action, many of the Shipper-Receiver Class members likely will not obtain redress of their injuries and Defendant will retain the proceeds of its violations of the NYLL.

FACTUAL ALLEGATIONS

Non-Flagship Sales Associates

68. The Non-Flagship Sales Associate Plaintiffs worked for Defendant as Sales Associates assigned to work primarily in Defendant's Columbus Avenue and Madison Avenue New York City stores as well as in Defendant's two Westchester County (New York State) stores.

69. Plaintiffs PAYANO, SUÀREZ, FOFANA, and GARCIA were assigned to work primarily in Defendant's Columbus Avenue (Manhattan) store.
70. Plaintiff FLORES was assigned to work primarily in Defendant's Madison Avenue (Manhattan) store.
71. Plaintiffs DIMEGLIO, ADROVIC, HAYNES, DISPENZA, CONSTANZO, COHEN, and HALAGA were assigned to work primarily in Defendant's two Westchester County (New York State) stores.
72. Although the Non-Flagship Sales Associate Plaintiffs were primarily assigned to work at Defendant's (i) Columbus Avenue store, (ii) Madison Avenue store, and (iii) two Westchester County stores, Defendant often told them to report to Defendant's other non-Flagship stores for weekly/monthly meetings, and/or for various work assignments. These locations included Burberry's Madison Avenue store – where Plaintiffs PAYANO and SUÀREZ sometimes worked - and Defendant's Bleeker Street and Spring Street stores, where some of the Non-Flagship Sales Associate Plaintiffs often worked and where Defendant often held meetings for many of its Non-Flagship Sales Associates.
73. Defendant paid the Non-Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class, hourly rates of \$14 to \$20 per hour, approximately, plus a 3% sales commission.
74. The Non-Flagship Sales Associate Plaintiffs' primary work duties included selling the Defendant's Burberry products, providing customer service, and setting up, maintaining, cleaning, opening, and closing Defendant's retail stores. They also regularly had to perform the following tasks: make/receive phone calls and emails, do

floor moves, receive and process shipments/deliveries, clean fixtures, display areas, restrooms, and changing rooms, open and close the registers, count monies, make bank deposits, and prepare, complete, and fax end of the day financial paperwork and other documents to corporate headquarters.

75. Defendant failed to properly track, record, and pay for all of the hours worked by the Non-Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class. Indeed, for many of the years at issue Defendant utilized handwritten time-sheets to record time worked.
76. Defendant's handwritten time-sheets did not accurately reflect all time worked because in some stores the Sales Associates were often instructed by management to only record their scheduled, and not actual, time worked. For example, in the Madison Avenue store a manager named Natalie instructed Plaintiff FLORES to only write down his scheduled hours, and not the actual hours he worked. Similarly, in the Columbus Avenue store a manager named Anthony instructed Plaintiff GARCIA to only write down his scheduled hours, and not the actual hours he worked. Some of the other Non-Flagship Sales Associate Plaintiffs received similar instructions from their respective managers not to report their actual hours of work.
77. On many occasions, Defendant's managers inputted time entries onto Defendant's handwritten timesheets and on those occasions, regardless of the actual hours worked, Defendant's managers routinely entered the scheduled, and not actual, hours.
78. The Non-Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class, were normally scheduled to work for Defendant five days a week, although during busy times like during the holiday season they sometimes

worked six days a week. They were normally scheduled to work a nine-hour day shift –from 9:00 AM to 6:00 PM, 10:00 AM to 7:00 PM, 10:30 AM to 7:30 PM, or 11:30 AM to 8:30 PM - which included a one-hour unpaid lunch break.

79. Throughout their employment with Defendant, the Non–Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class regularly started working before the start of their scheduled shifts – to ensure that their stores were ready for opening, to clean up, to clean the outside of the stores by sweeping the sidewalk, to windex the windows and glass tables/counters, to replenish merchandise, to attend mandatory meetings, or two to three times a week in the Columbus Avenue and Westchester stores to let the cleaning crew in - without being paid for all of the hours they worked.
80. Throughout their employment with Defendant, and especially during the busy times, the Non–Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class regularly worked through their unpaid lunch breaks - to make sales and/or assist customers or other Burberry employees, to do returns or exchanges, and perform other tasks for Defendant.
81. The Non–Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class often had to stay 30 to 60 minutes, or later, after the end of their scheduled shifts to clean up their stores, perform end of the day duties, complete required paperwork, and prepare for opening the following day.
82. Often the Non–Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class were not compensated for their extra post-shift work, or for their working through their one-hour lunch break, or when they were called to come for

meetings or when they did other work prior to the beginning of their scheduled shifts.

They thus regularly worked between 1 to 3 or more extra hours per day for which they were not compensated and during holiday or other busy times they often worked an extra 3 to 6 extra hours per day – during holidays the Sales Associates regularly worked 12 to 14 hours days - for which they were not compensated.

83. Defendant's practices resulted in the Non-Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class, regularly working more than 40 hours a week without being paid all of their earned overtime premiums, and in them not being compensated for all of the time they worked for Defendant.
84. Defendant's managers, including Regional Manager Barbara Hill and many of the store managers, told the Non-Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class that they were not authorized to pay Sales Associates overtime.
85. On numerous occasions the Non-Flagship Sales Associate Plaintiffs were told by management that Burberry didn't pay overtime when they worked more than 40 hours per week. Plaintiff GARCIA himself once heard Regional Manager Hill yell at a Burberry manager "I can't pay an employee more than 40 hours, if they work more than the time they're scheduled that's on them. If they don't like it here they can leave."
86. Defendant profited from the extra hours worked by the Non-Flagship Sales Associate Plaintiffs, the FLSA Non-Flagship Collective, and the Non-Flagship Class, and Defendant should have paid them for this time.

Flagship Sales Associates

87. The Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class worked for Defendant as Sales Associates assigned to work in Defendant's Flagship 57th Street New York City store.
88. Defendant paid the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class, hourly rates of \$14 to \$20 per hour, approximately, plus a 3% sales commission.
89. The Flagship Sales Associate Plaintiff's primary work duties included selling the Defendant's Burberry products, providing customer service, and various other assignments in Defendant's Flagship retail stores.
90. The Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class, were normally scheduled to work for Defendant five days a week. They were normally assigned to work a nine-hour day shift –from 9:30 AM to 6:30 PM, 10:00 AM to 7:00 PM (the “Mid-Shift”), or 10:30 AM to 7:30 PM - which included a one-hour unpaid lunch break.
91. Throughout their employment with Defendant, the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class were required to report to and attend monthly meetings – that often lasted 2 to 3 hours each - at Burberry's Manhattan corporate headquarters on Madison Avenue. Burberry did not pay the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class for the time they spent attending these mandatory meetings nor were their hours of work reduced in the weeks during which these meetings occurred.
92. Often, especially when working the 10 AM to 7 PM Mid Shift, the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class worked off-

the clock before the scheduled start, and after the scheduled end, of their shifts to make sales and/or assist customers or other Burberry employees or perform other work tasks.

Burberry did not pay the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class for this extra off-the-clock time.

93. On many occasions, especially during busy times, the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class worked through all or part of their unpaid lunch breaks - to make sales and/or assist customers or other Burberry employees. Burberry did not pay the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class for the time they worked during their unpaid lunch breaks.
94. Defendant failed to properly track, record, and pay for all of the hours worked by the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class.
95. Defendant's practices resulted in the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class, regularly working more than 40 hours a week without being paid all of their earned overtime premiums, and in them not being compensated for all of the time they worked for Defendant.
96. Defendant's managers, including a manager named Lynn Conover, told the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class that they were not authorized to pay Sales Associates overtime.
97. Defendant profited from the extra hours worked by the Flagship Sales Associate Plaintiff, the FLSA Flagship Collective, and the Flagship Class, and Defendant should have paid them for this time.

Shipper-Receiver

98. The Shipper-Receiver Plaintiffs worked for Defendant as Stockers/Shippers/Receivers assigned to work primarily in Defendant's New York City stores as well as in Defendant's two Westchester County (New York State) stores.
99. Plaintiff BROWN was assigned to work primarily in Defendant's Madison Avenue (Manhattan) store and then at Defendants flagship store on 57th Street in Manhattan.
100. As a Shipper- Receiver Plaintiff CERDA was assigned to work primarily in Defendant's Madison Avenue store. As a sales associate, Plaintiff CERDA was assigned to work primarily in Defendant's Soho store.
101. From the start of his employment until approximately 2010, Plaintiff RIVERA was assigned to work primarily in Defendant's SOHO (Manhattan) location. From approximately 2010 until the termination of his employment with Defendant, Plaintiff RIVERA was assigned to work primarily in Defendant's Columbus Avenue (Manhattan) store.
102. Plaintiff TORRES was assigned to work primarily in Defendant's Madison Avenue (Manhattan) store.
103. Defendant paid the Shipper-Receiver Plaintiffs, the Shipper-Receiver FLSA Collective, and the Shipper-Receiver Class hourly rates of approximately \$17 to \$19 per hour.
104. The Shipper-Receiver Plaintiffs' primary work duties included processing and distributing shipments of merchandise that were received by the stores.
105. The Shipper-Receiver Plaintiffs were also responsible to communicate with store management on a daily basis to ensure that the stores had the appropriate stock of

merchandise. These duties included ensuring the proper organization and accessibility of merchandise and to organize the merchandise by style, color and size.

106. The Shipper-Receiver Plaintiffs were also expected to assist the sales team with selling Burberry products by providing customer service, as well as by setting up, maintaining, cleaning, opening and closing Defendant's retail stores.
107. Defendant failed to properly track, record, and pay for all of the hours worked by the Shipper-Receiver Plaintiffs, the Shipper-Receiver FLSA Collective, and the Shipper-Receiver Class. Indeed, for many of the years at issue Defendant utilized handwritten time-sheets to record time worked.
108. Defendant's handwritten time-sheets did not accurately reflect all time worked because in some stores the Shipper-Receiver were often instructed by management to only record their scheduled, and not actual, time worked. For example, in the Madison Avenue store a manager would automatically clock-out Plaintiff TORRES for a one hour lunch period even though Plaintiff TORRES did not take the full one hour break.
109. On many occasions, Defendant's managers inputted time entries onto Defendant's handwritten timesheets and on those occasions, regardless of the actual hours worked, Defendant's managers routinely entered the scheduled, and not actual, hours.
110. Throughout their employment with Defendant, and especially during the busy times, the Shipper-Receiver Plaintiffs, the Shipper-Receiver FLSA Collective, and the Shipper-Receiver Class regularly worked through their unpaid lunch breaks - to accept deliveries of merchandise coming into the stores and perform other tasks for Defendant.
111. The Shipper-Receiver Plaintiffs, the Shipper-Receiver FLSA Collective, and the Shipper-Receiver Class, were normally scheduled to work for Defendant five days a

week, although during busy times like during the holiday season they sometimes worked six days a week. They were normally scheduled to work an eight or nine-hour day shift –from 8:00 AM to 4:00 PM or 9:00 AM to 6:00 PM – which included a one-hour unpaid lunch break.

112. Throughout their employment with Defendant, the Shipper-Receiver Plaintiffs, the Shipper-Receiver FLSA Collective, and the Shipper-Receiver Class regularly started working before the start of their scheduled shifts to ensure that their stores were ready for opening, without being paid for all of the hours they worked.
113. The Shipper-Receiver Plaintiffs, the Shipper-Receiver FLSA Collective, and the Shipper-Receiver Class often had to stay 30 to 60 minutes or later after the end of their scheduled shifts to perform end of the day duties, complete required paperwork, and prepare for opening the following day.
114. Often the Shipper-Receiver Plaintiffs, the Shipper-Receiver FLSA Collective, and the Shipper-Receiver Class were not compensated for their extra post-shift work, for working through their one-hour lunch break, or when they did other work prior to the beginning of their scheduled shifts.
115. Approximately once a month, Burberry reorganized the merchandise on each store's sales floor. On these occasions, the Shipper-Receiver Plaintiffs were required to work for four or five hours after the usual time their shifts were scheduled to end. The Shipper-Receiver Plaintiffs were not always paid for the time they worked on these occasions. For example, Plaintiff BROWN recalls staying until 10:00 and 11:00 p.m. and not being compensated for the additional four or five hours he worked.

116. Defendant's practices resulted in the Shipper Receiver Plaintiffs, the Shipper-Receiver FLSA Collective, and the Shipper-Receiver Class regularly working more than 40 hours a week without being paid all of their earned overtime premiums and in them not being compensated for all of the time they worked for Defendant.
117. Upon information and belief, Defendant's managers, including Regional Manager Barbara Hill and many of the store managers, told Plaintiffs, the FLSA Collective, and the Class that they were not authorized to pay Stockers/Shippers/Receivers overtime. For example, a manager named Alexandra Lerner told Plaintiff RIVERA that Burberry "would not pay any overtime."
118. Defendant profited from the extra hours worked by the Plaintiffs, the FLSA Collective, and the Class, and Defendant should have paid them for this time.

FIRST CLAIM FOR RELIEF
(FLSA Overtime Violations, 29 U.S.C. § 207 -
Brought by Plaintiffs on Behalf of Themselves and the FLSA Collective)

119. Plaintiffs incorporate the allegations contained in the previous paragraphs of this Complaint as if fully set forth herein.
120. Throughout the statute of limitations period covered by these claims, Defendant was and continues to be an "employer" engaged in interstate commerce within the meaning of the FLSA and employed Plaintiffs and each member of the FLSA Non-Flagship Collective and the Flagship Collective (hereinafter the "FLSA Collective").
121. At all relevant times, Plaintiffs and the FLSA Collective members regularly worked in excess of forty (40) hours per workweek.
122. At all relevant times, Defendant operated under a policy and practice of failing to pay proper overtime compensation to Plaintiffs and the FLSA Collective members for all of

the hours they worked in excess of 40 hours per week, and demanded, encouraged, allowed, and/or knowingly permitted the FLSA Collective members to work off-the-clock.

123. At all relevant times, Defendant willfully, regularly, repeatedly and knowingly failed to pay Plaintiffs and the FLSA Collective members at the required overtime rate of one-and-one-half times their regular hourly rate of pay for all hours worked in excess of forty (40) hours per workweek.
124. Plaintiffs, on behalf of themselves and the FLSA Collective members, seek damages in the amount of their respective unpaid overtime compensation, liquidated (double) damages as provided by the FLSA for overtime violations, attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper.

SECOND CLAIM FOR RELIEF

(Failure to Pay Wages and Overtime Wages – NYLL, Brought by Plaintiffs on Behalf of Themselves and the Class)

125. Plaintiffs, on behalf of themselves, the Non-Flagship Class, and the Flagship Class (hereinafter the "Class"), reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.
126. It is unlawful under New York law for an employer to suffer or permit a non-exempt employee to work without paying overtime premiums for all hours worked in excess of forty (40) hours in any workweek.
127. It is unlawful under New York law for an employer to suffer or permit an employee to work without compensation for all hours worked.
128. At all relevant times, Defendant willfully, regularly, repeatedly and knowingly failed to pay Plaintiffs and the Class members for all hours worked at their regular rates of pay

and at the required overtime rates for all hours worked in excess of forty (40) hours per workweek.

129. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein, Plaintiffs and the Class members have sustained damages, including loss of earnings, in an amount to be established at trial.
130. Plaintiffs, on behalf of themselves and the Class members, seek damages in the amount of their respective unpaid wages, unpaid overtime compensation, liquidated damages, attorneys' fees and costs, pre and post judgment interest, pursuant to the NYLL, and such other legal and equitable relief as this Court deems just and proper.

THIRD CLAIM FOR RELIEF

**(Failure to Provide Accurate Pay Statements – NYLL § 195(3)
Brought by Plaintiffs on Behalf of Themselves and the Class)**

131. Plaintiffs, on behalf of themselves and the Class members, reallege and incorporate by reference all previous paragraphs as if they were set forth again herein.
132. Section 195(3) of the NYLL requires every employer to "furnish each employee with a statement with every payment of wages... For all employees who are not exempt from overtime compensation as established in the commissioner's minimum wage orders or otherwise provided by New York state law or regulation, the statement shall include the regular hourly rate or rates of pay; the overtime rate or rates of pay; the number of regular hours worked, and the number of overtime hours worked."
133. Defendant provided pay statements to Plaintiffs and the members of the Class that did not include an accurate number of hours worked.

134. The pay statements that Defendant provided to Plaintiffs and the members of the Class included the number of regular and overtime hours paid, not the number of regular and overtime hours actually worked as required by the NYLL.
135. Defendant violated NYLL § 195(3) and consequently owes Plaintiffs and the members of the Class statutory damages as specified by NYLL § 198(1-d).
136. Plaintiffs, on behalf of themselves and the Class Members, seek statutory damages as specified by NYLL § 198(1-d), reasonable attorneys' fees and costs, and such other legal and equitable relief as this Court deems just and proper.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, pray for relief as follows:

- (a) A Declaration that Defendant has violated the FLSA and other applicable laws;
- (b) Designation of this action as a collective action on behalf of the FLSA Collective and prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA opt-in class, apprising them of the pendency of this action, and permitted them to assert timely FLSA claims and state claims in this action by filing individual Consent to Sue forms pursuant to 29 U.S.C. § 216(b);
- (c) Designation of Plaintiffs as Representatives of the FLSA Collective;
- (d) Designation of this action as a class action pursuant to Fed. R. Civ. P. 23;
- (e) Designation of Plaintiffs as Representatives of the Class;
- (f) Designation of Plaintiffs' Counsel as Class Counsel for the FLSA Collective and for the Class;
- (g) An award of damages, according to proof, including the FLSA and NYLL liquidated damages, to be paid by Defendant;

- (h) Penalties available under applicable laws;
- (i) Statutory damages under NYLL § 198(1-d) for violations of NYLL § 195(3);
- (j) Costs of action incurred herein, including expert fees;
- (k) Attorneys' fees, including fees pursuant to 29 U.S.C. § 216, N.Y. Lab. L. § 663, and other applicable statutes;
- (l) Pre-judgment and post-judgment interest, as provided by law; and
- (m) Such other and further legal and equitable relief as this Court deems necessary, just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs demand a trial by jury of all issues.

Dated: March __, 2017

Respectfully submitted,

/s/ David Harrison
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