

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 POSTMARKED ON OR BEFORE NOVEMBER 4, 2017.**

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 (1) 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 July 17, 2017; (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 July 17, 2017; 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 July 17, 2017. 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.

4. 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.

5. 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 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 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, Makes 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 www.sasrclassaction.com or contact the Claims Administrator at:

Payano v. Burberry Claims Administrator
P.O. Box 404000
Louisville, KY 40233-4000

6. 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 November 4, 2017, to:

Payano v. Burberry Claims Administrator
P.O. Box 404000
Louisville, KY 40233-4000
1-866-645-6918

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.

7. 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.

8. 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 November 4, 2017. 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 November 4, 2017. You must include your name and address in the letter. If you choose to opt-out, send your letter to:

Payano v. Burberry Claims Administrator
P.O. Box 404000
Louisville, KY 40233-4000

9. 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 November 4, 2017 and must be sent to:

Payano v. Burberry Claims Administrator
P.O. Box 404000
Louisville, KY 40233-4000

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.

10. WHEN IS THE FAIRNESS HEARING?

A hearing before the Honorable Sarah Netburn will be held on November 15, 2017 at 10:00 a.m. 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.

11. 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 www.sasrclassaction.com.

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.