

BOUNDAS, individually and on behalf of a class, v. ABERCROMBIE & FITCH STORES, INC., No. 10-C-4866

NOTICE OF PENDENCY OF CLASS ACTION

**PLEASE READ THIS NOTICE CAREFULLY
AS IT MAY AFFECT YOUR LEGAL RIGHTS**

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

If you possess Abercrombie & Fitch Stores, Inc. gift cards in hard copy stating “No expiration date” issued at Abercrombie & Fitch or abercrombie kids stores as part of a 2009 winter holiday in-store promotion, or discarded such gift cards because you were told that the cards expired or had been voided, a class action lawsuit may affect your rights.

**FOR MORE INFORMATION PLEASE VISIT
WWW.ABERCROMBIECLASSACTION.COM
OR CALL (630) 296-7727**

- In a class action lawsuit, an individual has alleged that Abercrombie & Fitch and abercrombie kids (collectively, “Abercrombie”) issued \$25 promotional gift cards in hard copy stating “No expiration date” on the card as part of a 2009 winter holiday promotion, but voided any balance on the gift cards on January 30, 2010.
- If you are a person defined above, you are a member of a Plaintiff class (the “Class”) in this lawsuit filed against Defendant Abercrombie & Fitch in the United States District Court for the Northern District of Illinois (the “Lawsuit”), and the Court has issued an Order for notice to be provided to the Class members.
- If you received a promotional gift card described above and gave it to someone, please tell that person that he or she may be a member of the Class and give him or her this Notice.
- Abercrombie denies the allegations in this Lawsuit and has asserted several defenses. The Court has not decided whether Abercrombie did anything wrong. There is no money or other benefit available now, nor is there any guarantee that there will be. However, your legal rights could be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	Stay in this lawsuit. Await the outcome. Possibly get money or benefits. You will not be able to bring your own lawsuit. By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. But, you give up the right to bring your own separate lawsuit against Abercrombie for the same legal claims as in this Lawsuit.
ASK TO BE	Get out of this lawsuit. Get no benefits from it. Bring your own

EXCLUDED	<p>suit if you choose.</p> <p>If you ask to be excluded and money or benefits are later awarded, you won't share in those. But, you will be able to sue Abercrombie separately for the same legal claims in this Lawsuit.</p>
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Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

1. Why did I get this Notice?

You may possess one or more Abercrombie gift cards described above, or you may have discarded such cards because you were told that the cards expired or had been voided. The purpose of this Notice is to explain to you:

- What this Lawsuit is about;
- Your options as a Class Member; and
- How to obtain more information.

2. What is this Lawsuit about?

The Lawsuit claims that Abercrombie issued \$25 promotional gift cards in hard copy stating “No Expiration Date” on the card as part of a 2009 winter holiday promotion, but then voided any balance on the gift cards on January 30, 2010. The Plaintiff alleges that Abercrombie breached contracts with the people who possessed the promotional gift cards and did not use them before they were voided. The lead Plaintiff is seeking actual damages for all members of the Class. Abercrombie denies these allegations and has asserted several defenses. The Court has not decided whether Abercrombie did anything wrong.

3. What is a class action?

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

4. How do I know if I am part of the Class?

On March 7, 2012, the Court certified the Class as follows:

Persons who possess Abercrombie & Fitch Stores, Inc. promotional gift cards in hard copy stating “No expiration date” that were issued as part of a 2009 winter holiday in-store promotion and that were voided by Abercrombie on or after January 30, 2010, *and* persons who discarded such cards because they were told that the cards expired or had been voided, but *not* persons who received a refund of the expired balance on their cards, *not* persons who lost their cards, *not* persons who discarded their cards for reasons other than having been told that the cards expired or had been voided, and *not* persons who gave their cards to somebody else.

If you wish to inquire whether you are a Class Member, please submit your inquiry and contact information to info@abercrombieclassaction.com or call (630) 296-7727.

5. What are my options as a Class Member?

If you wish to remain a member of the Class and to share in any damages recovery, you don't need to do anything, and may continue to have your interests in this matter represented by the court-appointed class representative and class counsel.

If you want to be excluded from the Class, you must state your request in writing (including your full name and address), and sign your name. If you are signing on behalf of a Class member (such as an estate, corporation or partnership), please indicate your full name and the basis of your authority. Your request for exclusion must be mailed to Vincent L. DiTommaso, DiTommaso♦Lubin, P.C., 17W220 22nd Street, Suite 410, Oakbrook Terrace, IL 60181, and postmarked no later than July 20, 2013. You cannot exclude yourself from the Class by telephone or e-mail, and a request for exclusion shall not be effective unless it contains all the information called for by this paragraph and is postmarked by the date stated above, or is otherwise accepted by the Court. Please do not mail your request for exclusion to the Court.

If you exclude yourself from the Class, you will not be able to participate in any settlement or favorable judgment in the Lawsuit, but you will also not be bound by any unfavorable judgment. You will have the right, at your own expense, to pursue any individual claim that you may have against Abercrombie. If you choose to remain a member of the Class, you do not need to do anything at this time other than to retain your promotional gift card or any other documentation reflecting your transactions with Defendant.

6. Do I have a lawyer in this case?

The Court has approved of Vincent L. DiTommaso, DiTommaso♦Lubin, P.C., 17W220 22nd Street, Suite 410, Oakbrook Terrace, IL 60181, and James Shedden, Schad, Diamond & Shedden, P.C., 332 S. Michigan Avenue, Chicago, IL 60604, as Counsel for the Class. You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

7. How do I get more information?

This Notice does not fully describe all of the claims and defenses of the parties. Copies of all pleadings regarding this case are available at the Court's Clerk's Office located on the 20th floor, 219 S. Dearborn Street, Chicago, IL 60604. Additionally, they can be obtained from the Important Documents section of our website www.abercrombieclassaction.com or you can email Counsel for the Class at info@abercrombieclassaction.com or call (630) 296-7727 and request more information.

**PLEASE DO NOT CONTACT THE COURT OR DEFENDANT
REGARDING THIS NOTICE**

Dated: May 21, 2013

**BY ORDER OF THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION**