

CLAIM FORM AND RELEASE

In re Alice + Olivia, LLC Intern Settlement

Index No: 150527/2015

INSTRUCTIONS

If you want to participate in the Settlement that is described in the NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT (“Notice”) that was sent to you with this document, please complete and sign this Claim Form and Release, including by filling in all of the information on the next page. *If you received this Claim Form and Release from the Settlement Administrator via U.S. mail or email postmarked or time-stamped as sent on February 15, 2018 (“Notice Mailing Date”), you are a “Verified Class Member” and your deadline for returning this Form to the Settlement Administrator is April 16, 2018. If your contact information is not contained in Defendant’s records, you are an “Unverified Class Member” (meaning individuals who the Parties and/or the Settlement Administrator did not have a physical or email address as of the Notice Mailing Date) and your deadline for returning this Form along with additional proof of your internship to the Settlement Administrator is August 14, 2018 (as evidenced by the postmark or email submission date).*

IN ORDER TO PARTICIPATE IN THIS SETTLEMENT, YOU MUST SUBMIT THE FOLLOWING DOCUMENTS:

1. A copy of one (1) valid government-issued or college identification, such as a copy of your passport, college identification card or driver’s license (all Class Members);
2. A completed W-9 Form (enclosed) (all Class Members); and
3. A signed and fully completed Claim Form and Release (all Class Members).

NOTE: If you are an Unverified Class Member, in addition to the Claim Form, IRS Form W-9, and a copy of a government-issued or college identification, you must also submit additional proof of your internship by submitting internship materials to the Settlement Administrator such as company correspondence, an offer letter, photo, or email concerning the internship or completing an attestation. If you are an Unverified Class Member and you do not have this proof, you may contact the Settlement Administrator for instructions.

I. SUBMISSION INSTRUCTIONS

On or before the applicable date identified above, you must submit the completed Claim Form and Release, W-9 form, copy of a government-issued or college identification, and additional proof of internship (for Unverified Class Members only) to the Settlement Administrator at the following physical address, email address OR fax number:

In re Alice + Olivia, LLC Intern Settlement
c/o Arden Claims Service, LLC
P.O. Box 1015
Port Washington, NY 11050
Tel: 877-623-2703 | Fax: 516-944-1771
[Email: info@ardenclaims.com](mailto:info@ardenclaims.com)

Even if you file an objection to the Settlement, you must submit the Claim Form and Release, W-9 form, copy of your personal identification, and additional proof of internship (for Unverified Class Members only) by the applicable deadline in order to receive any benefits under the Settlement if your objection is overruled.

It is recommended that you keep a record of the mailing, fax, or email of your submission, or that you contact the Settlement Administrator via telephone to confirm they received it, via **877-623-2703**.

II. IF YOU HAVE QUESTIONS

If you have any questions about completing the Claim Form and Release or if you want to check on the status of your submission, please contact the Settlement Administrator by phone or e-mail. If your address changes, please provide your updated address to the Settlement Administrator immediately.

The law firms of Leeds Brown Law, P.C., and Virginia & Ambinder, LLP, have been appointed as Class Counsel in this matter. If you have questions about the Settlement, you may contact Class Counsel at: Virginia & Ambinder, LLP, 40 Broad Street, 7th Floor, New York, New

III. PLEASE COMPLETE THE FOLLOWING

In order to receive a payment from the Settlement, you must complete all of the information below and return: (1) this form; (2) one form of valid government-issued or college identification; and (3) the completed IRS Form W-9 to the Settlement Administrator no later than the dates identified above under the heading "Instructions." If you are an Unverified Class Member you must also include additional proof of your internship with your submission, or complete an attestation.

Name (first, middle and last): _____

Email Address: _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number: (____) _____

IV. REPRESENTATIONS AND WARRANTIES

By signing this Claim Form and Release, you represent and warrant that:

You were an unpaid intern in New York at some point between January 16, 2009 and January 16, 2015 for Alice + Olivia, LLC.

You have not filed, or taken any action, directly or indirectly, to commence, prosecute, pursue or participate, individually or on a class or collective action basis, in any action, claim or proceeding against Alice + Olivia, LLC ("Defendant") (or any of its parents, subsidiaries, affiliates or brands, collectively "Releasees"), in any forum in which any of the claims released by this Agreement have been or may be asserted, or which in any way would prevent any such claims from being extinguished through the Settlement in this action; and

You 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 that you may assert against Releasees, including, but not limited to, any interest in this litigation, or any related action.

IV. RELEASE OF CLAIMS/INDEMNIFICATION

By signing and returning this form, I consent to participate in the settlement of the above action, and authorize Virginia & Ambinder, LLP and Leeds Brown Law, P.C. as Class Counsel to act on my behalf in all matters relating to this action, including the settlement of my claims. I understand my share of the proposed settlement will be distributed less applicable federal and state payroll tax withholdings. Half of the payment I will receive will be treated as wages subject to deductions for applicable taxes and withholdings, and for which I will receive a Form W-2; the other half will be treated as non-wage income and be reported on a Form 1099. Releasees will not be withholding taxes due from the non-wage portion of the payment reported on the Form 1099. If I am required to file an income tax return, I must treat the non-wage portion of the settlement payment listed on the Form 1099 as income, even though no withholding was made. If I do not pay the taxes due on that amount, and any Releasee is required to pay it for me, I agree to pay back to such Releasees any taxes, penalties, interest or other amounts due or owing by me on the portion of my payment reported as non-wage income.

I also acknowledge that I am waiving and giving up my right to assert any claim for wages, benefits and other compensation arising out of or relating to my participation as an intern in any internship program of Releasees (as defined in the attached Exhibit A), and affirm that I have read and understand the Release of Claims in Exhibit A and agree to be legally bound by the Release of Claims.

Date: _____

(Sign your name here)

**FEDERAL AND STATE LAW RELEASES
AND REPRESENTATIONS AND WARRANTIES
RELEASES**

You, on your behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, fully release Alice + Olivia, LLC and its respective present and former divisions, subsidiaries, parents, predecessors, any merged entity or merged entities, and its and their present and former officers, partners, directors, employees, agents, attorneys, shareholders, insurers or reinsurers, employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (collectively “Releasees”), of and from all Released State Law Claims and Released Federal Law Claims (collectively “Released Claims”), as defined below.

“Released New York State Law Claims” shall collectively mean any and all New York State, New York City and any other local government claims, and limited to wage and hour claims, obligations, demands, actions, rights, causes of action and liabilities against Releasees, of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, including Unknown Claims, that accrued or accrue on any date up through the date upon which the Court enters an order which gives final approval to the Settlement, for any type of relief related to the claims alleged in the Litigation under New York Law and local law that arose from or are in any way related to any internship or engagement you had with Releasees as an Intern, under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide or denial of meal and rest periods, failure to timely pay final wages including upon termination, failure to reimburse for business expenses, failure to furnish accurate wage statements or other notices, retaliation due to the filing of or participation in the Litigation, failure to provide benefits or benefit credits, failure to keep records of hours worked or compensation due, and/or failure to post a summary and/or notice of wage-hour laws, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, and/or penalties, and any related or derivative claims, including but not limited to claims under the Employee Retirement Income Security Act (“ERISA”), other penalties, punitive and liquidated damages claims, and/or violations of any other state or local statutory and or common law relating to these noted claims. Released New York State Law Claims explicitly excludes any other claims, allegations, or complaints unrelated to any compensation issues that are presently pending in any other judicial or administrative forum.

The New York State Law claims that are released specifically include, without limitation: the New York Minimum Wage Act; the New York Wage Payment Act; N.Y. Lab. Law § 160 et seq.; N.Y. Lab. Law § 190 et seq. (including, but not limited to, §§ 191, 193, 195, and 198); N.Y. Lab. Law §§ 215 and 218; New York Minimum Wage and Hour Law: N.Y. Lab. Law § 650 et seq.; 12 N.Y. Comp. Codes R. & Regs. Pt. 142-2.1 et seq. (including, but not limited to, §§ 142-2.2, 142-2.4, and 142-2.14).

“Released Federal Law Claims” shall mean any claims, obligations, demands, actions, rights, causes of action, and liabilities against Releasees, of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, including Unknown Claims, that accrue or accrued on any date up through the date of the Approval order, for any type of relief under the Fair Labor Standards Act (“FLSA”) that arose from or relate in any way to any internship or engagement you had with Releasees as an Intern covered by this Settlement, including without limitation FLSA claims for wages, including minimum and overtime wages, damages, unpaid costs, penalties (including late payment penalties), premium pay, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, equitable relief, and/or any related or derivative claims by or on behalf of Releasees, including for, but not limited to, calculating and withholding Class Members’ share of applicable Payroll Taxes (including, without limitation, federal, state, and local income tax withholding, FICA, Medicare and any state or local employment taxes); remitting such withheld funds to the appropriate taxing authorities and providing any related tax reporting; preparing and filing all tax returns necessary for the Settlement and the Qualified Settlement Fund; preparing any declaration regarding due diligence in the claims administration process; and performing such other duties as the Parties to the Litigation may jointly direct or as are specified in the Settlement, including, without limitation, such duties and/or claims arising under ERISA.

“Unknown Claims” shall mean any Released New York Law Claims or Released Federal Law Claims that you do not know or suspect to exist in your favor on or before the date of entry of the Approval Order. You are 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.