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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

JEFF CARD, an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

JOE'S JEANS, Inc., a California Corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 37-2015-00021834-CU-BT-CTL
(consolidated with CASE NO.: 37-2015-
00000566-CU-BT-CTL)

CLASS ACTION

AGREEMENT OF SETTLEMENT

Dept.: C-65
Judge: Hon. Joan Lewis

EINAT NOIMAN, an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

HUDSON CLOTHING, LLC, a California
Limited Liability Company; and DOES 1 through
100, inclusive,

Defendants

1 Subject to Court approval, this Agreement of Settlement ("Settlement Agreement"), is
2 made as of the 20 day of April 2016, by and between Plaintiffs Einat Noiman, Jeff Card, and
3 Maya Schulert, individually, and on behalf of all Class Members (as defined below), and
4 Defendants Hudson Clothing, LLC ("Hudson"), Joe's Jeans, Inc. (now Differential Brands
5 Group, Inc.) ("Joe's") (collectively "Defendants").

6 **RECITALS**

7 A. Noiman v. Hudson Clothing, LLC

- 8 a. On or about November 11, 2014, Plaintiff Einat Noiman sent a 30-day notice of
9 violation to Defendants pursuant to the California Consumers Legal Remedies
10 Act (the "CLRA Letter").
- 11 b. On or about December 4, 2014, Plaintiff Noiman sent a follow-up letter.
- 12 c. On or about January 07, 2015, Plaintiff initiated this class action case by filing a
13 putative class action complaint in the San Diego Superior Court, styled as *Noiman*
14 *v. Hudson Clothing, LLC*, Case No. 37-2015-00000566-CU-BT-CTL.
- 15 d. Plaintiff alleges in the action that Defendants violated various California laws,
16 including Business & Professions Code § 17200 *et seq.*, California Business &
17 Professions Code § 17533.7, and the California Consumers Legal Remedies Act,
18 amongst others. Plaintiff alleged that Defendants mislabeled certain clothing
19 products as "Made in USA" under various state and federal causes of action.
20 These claims extend to Plaintiff and all other members of the class.
- 21 e. Defendants deny the allegations in this action and have asserted a number of
22 defenses.

23 B. Jeff Card v. Joe's Jeans, Inc.

- 24 a. On or about July 1, 2015, Plaintiff initiated this class action case by filing a
25 putative class action complaint in the San Diego Superior Court, styled as *Card v.*
26 *Joe's Jeans, Inc.*, Case No. 37-2015-00021834-CU-BT-CTL.
- 27 b. Plaintiff alleges in the action that Defendants violated various California laws,
28 including Business & Professions Code § 17200 *et seq.*, California Business &

1 Professions Code § 17533.7, and the California Consumers Legal Remedies Act,
2 amongst others. Plaintiff alleged that Defendants mislabeled certain clothing
3 products as “Made in USA” under various state and federal causes of action.
4 These claims extend to Plaintiff and all other members of the class.

- 5 c. Defendants deny the allegations in this action and have asserted a number of
6 defenses.

7 C. Schulert v. Hudson Clothing, LLC

- 8 a. On or about July 16, 2015, Plaintiff initiated this class action case by filing a
9 putative class action complaint in the United States District Court, District of
10 Maine, styled as *Schulert v. Hudson Clothing, LLC*, Case No. 2:15-cv-00276-
11 JDL.
- 12 b. Plaintiff alleges in the action that Defendants violated various Maine laws,
13 including the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207 *et seq.*; Maine
14 Deceptive Trade Practices Act, 10 M.R.S.A. § 1212 *et seq.*; the Federal Trade
15 Commission Act, 15 U.S.C. § 45a. Plaintiff alleged that Defendants mislabeled
16 certain clothing products as “Made in USA” under various state and federal
17 causes of action. These claims extend to Plaintiff and all other members of the
18 class.
- 19 c. Defendants deny the allegations in this action and have asserted a number of
20 defenses.

- 21 D. All three of the cases are referred herein collectively as the “Actions”.

22 E. On June 24, 2015 and again on November 16, 2015, the parties attended
23 mediation and engaged in arm’s-length settlement negotiations before the Hon. Wayne Peterson
24 (Ret.). Since the mediations, the parties have engaged in discovery and have continued
25 settlement discussions. Plaintiffs concluded that it is in the best interests of the class to enter into
26 this Settlement Agreement. Class Counsel and Plaintiffs believe that they have meritorious
27 claims against Defendants, but recognize that the settlement provides significant benefits to all
28 members of the class, eliminates the burden, expense, and uncertainty inherent in complex

1 litigation, and minimizes significant uncertainties associated with further litigation.

2 F. Defendants concluded, despite their belief that they have good defenses to the
3 claims asserted in the Actions, that they would enter into this Settlement Agreement to avoid in
4 large part the further expense, inconvenience, burden of litigation, and the distraction and
5 diversion of their personnel and resources, thereby putting to rest this controversy.

6 G. Plaintiffs and Defendants agreed to settle, compromise, and dismiss with
7 prejudice the operative complaints and all claims thereunder of the Class Members (as defined
8 below) without costs to any party (except as provided herein) on the terms and conditions set
9 forth in this Settlement Agreement, subject to the approval of the Court.

10 H. This Settlement Agreement, including its exhibits, embodies all of the terms and
11 conditions of the settlement between Plaintiffs and Defendants, both individually, and on behalf
12 of the Settlement Class, subject to the approval of the Court.

13 **TERMS AND CONDITIONS OF SETTLEMENT**

14 **NOW THEREFORE**, it is agreed by the undersigned, on behalf of Plaintiffs and
15 Defendants, that these Actions and all claims of Plaintiffs and all other Class Members shall be
16 settled, compromised and dismissed on the merits *with prejudice* as to Defendants once final
17 approval of the settlement has been obtained from the Court. The *Schulert v. Hudson Clothing,*
18 *LLC* (United States District Court, District of Maine Case No. 2:15-cv-00276-JDL) case will be
19 stayed and then will be dismissed with prejudice once final approval of the settlement has been
20 obtained from the Court.

21 The following terms and conditions apply to this settlement:

22 **A. DEFINITIONS**

23 The following terms, as used in this Settlement Agreement and attached exhibits, have
24 the meanings set forth below:

25 1. "Actions" shall mean the *Noiman v. Hudson Clothing, LLC* (San Diego Superior
26 Court Case No. 37-201500000566-CU-BT-CTL), *Card v. Joe's Jeans, Inc.*, (San Diego Superior
27 Court Case No. 37-2015-00021834-CU-BT-CTL) and *Schulert v. Hudson Clothing, LLC* (United
28 States District Court, District of Maine Case No. 2:15-cv-00276-JDL) litigation matters.

1 2. “Attorneys’ Fees” means any award of attorneys’ fees and costs approved by the
2 Court for payment to the Class Counsel.

3 3. “Claim” means a claim made either electronically or by U.S. Mail by a person
4 that he or she is a member of the Settlement Class in accordance with the requirements contained
5 in this Agreement.

6 4. “Claim Form” means the form attached hereto as Exhibit “B”.

7 5. “Claims Administrator” means the firm of Kurtzman Carson Consultants
8 (“KCC”) whose business address is 75 Rowland Way, Suite 250, Novato, CA 94945. KCC will
9 be retained by Defendants to administer the Notice Program as described in Section E of this
10 Settlement Agreement and the Claim Program as described in Section F of this Settlement
11 Agreement.

12 6. “Class Definition” is hereby defined to mean “All persons in the United States
13 who purchased any Class Product between January 7, 2011 and December 31, 2015. Excluded
14 from the Settlement Class are all persons who are employees, directors, officers, and agents of
15 Defendants or their subsidiaries and affiliated companies, as well as the Court and its immediate
16 family and staff.” It is the intent of the parties to include any person who currently has a claim
17 against Defendants regarding the causes of actions now alleged or similar causes of action. To
18 the extent that any jurisdiction contains a statute of limitations longer than four (4) years, persons
19 who made purchases prior to four years before the start of this litigation are considered part of
20 the class, but only in those jurisdictions with longer statutes of limitations and only to the extent
21 allowed by law.

22 7. “Claims Period” means ten days after the date the Court enters the Preliminary
23 Approval Order and ending on the ninetieth (90th) day thereafter (i.e., 100 days from the date the
24 Court enters the Preliminary Approval Order).

25 8. “Class Counsel” means John H. Donboli and Del Mar Law Group, LLP.

26 9. “Class Period” means January 07, 2011 and December 31, 2015.

27 10. “Class Product” means all of Defendant Hudson Clothing, LLC’s and Defendant
28 Joe’s Jeans, Inc.’s products labeled as “Made in the USA” or “Made in USA.”

PCL XL Error

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Dept.: C-65

Judge: Hon. Joan Lewis

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Plaintiff,

vs.

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Limited Liability Company; and DOES 1 through
100, inclusive,

Defendants

1 Subject to Court approval, this Agreement of Settlement ("Settlement Agreement"), is
2 made as of the ____ day of April 2016, by and between Plaintiffs Einat Noiman, Jeff Card, and
3 Maya Schulert, individually, and on behalf of all Class Members (as defined below), and
4 Defendants Hudson Clothing, LLC ("Hudson"), Joe's Jeans, Inc. (now Differential Brands
5 Group, Inc.) ("Joe's") (collectively "Defendants").

6 **RECITALS**

7 A. Noiman v. Hudson Clothing, LLC

- 8 a. On or about November 11, 2014, Plaintiff Einat Noiman sent a 30-day notice of
9 violation to Defendants pursuant to the California Consumers Legal Remedies
10 Act (the "CLRA Letter").
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- 12 c. On or about January 07, 2015, Plaintiff initiated this class action case by filing a
13 putative class action complaint in the San Diego Superior Court, styled as *Noiman*
14 *v. Hudson Clothing, LLC*, Case No. 37-2015-00000566-CU-BT-CTL.
- 15 d. Plaintiff alleges in the action that Defendants violated various California laws,
16 including Business & Professions Code § 17200 *et seq.*, California Business &
17 Professions Code § 17533.7, and the California Consumers Legal Remedies Act,
18 amongst others. Plaintiff alleged that Defendants mislabeled certain clothing
19 products as "Made in USA" under various state and federal causes of action.
20 These claims extend to Plaintiff and all other members of the class.
- 21 e. Defendants deny the allegations in this action and have asserted a number of
22 defenses.

23 B. Jeff Card v. Joe's Jeans, Inc.

- 24 a. On or about July 1, 2015, Plaintiff initiated this class action case by filing a
25 putative class action complaint in the San Diego Superior Court, styled as *Card v.*
26 *Joe's Jeans, Inc.*, Case No. 37-2015-00021834-CU-BT-CTL.
- 27 b. Plaintiff alleges in the action that Defendants violated various California laws,
28 including Business & Professions Code § 17200 *et seq.*, California Business &

1 Professions Code § 17533.7, and the California Consumers Legal Remedies Act,
2 amongst others. Plaintiff alleged that Defendants mislabeled certain clothing
3 products as “Made in USA” under various state and federal causes of action.
4 These claims extend to Plaintiff and all other members of the class.

- 5 c. Defendants deny the allegations in this action and have asserted a number of
6 defenses.

7 C. Schulert v. Hudson Clothing, LLC

- 8 a. On or about July 16, 2015, Plaintiff initiated this class action case by filing a
9 putative class action complaint in the United States District Court, District of
10 Maine, styled as *Schulert v. Hudson Clothing, LLC*, Case No. 2:15-cv-00276-
11 JDL.
- 12 b. Plaintiff alleges in the action that Defendants violated various Maine laws,
13 including the Maine Unfair Trade Practices Act, 5 M.R.S.A. § 207 *et seq.*; Maine
14 Deceptive Trade Practices Act, 10 M.R.S.A. § 1212 *et seq.*; the Federal Trade
15 Commission Act, 15 U.S.C. § 45a. Plaintiff alleged that Defendants mislabeled
16 certain clothing products as “Made in USA” under various state and federal
17 causes of action. These claims extend to Plaintiff and all other members of the
18 class.
- 19 c. Defendants deny the allegations in this action and have asserted a number of
20 defenses.

21 D. All three of the cases are referred herein collectively as the “Actions”.

22 E. On June 24, 2015 and again on November 16, 2015, the parties attended
23 mediation and engaged in arm’s-length settlement negotiations before the Hon. Wayne Peterson
24 (Ret.). Since the mediations, the parties have engaged in discovery and have continued
25 settlement discussions. Plaintiffs concluded that it is in the best interests of the class to enter into
26 this Settlement Agreement. Class Counsel and Plaintiffs believe that they have meritorious
27 claims against Defendants, but recognize that the settlement provides significant benefits to all
28 members of the class, eliminates the burden, expense, and uncertainty inherent in complex

1 litigation, and minimizes significant uncertainties associated with further litigation.

2 F. Defendants concluded, despite their belief that they have good defenses to the
3 claims asserted in the Actions, that they would enter into this Settlement Agreement to avoid in
4 large part the further expense, inconvenience, burden of litigation, and the distraction and
5 diversion of their personnel and resources, thereby putting to rest this controversy.

6 G. Plaintiffs and Defendants agreed to settle, compromise, and dismiss with
7 prejudice the operative complaints and all claims thereunder of the Class Members (as defined
8 below) without costs to any party (except as provided herein) on the terms and conditions set
9 forth in this Settlement Agreement, subject to the approval of the Court.

10 H. This Settlement Agreement, including its exhibits, embodies all of the terms and
11 conditions of the settlement between Plaintiffs and Defendants, both individually, and on behalf
12 of the Settlement Class, subject to the approval of the Court.

13 **TERMS AND CONDITIONS OF SETTLEMENT**

14 NOW THEREFORE, it is agreed by the undersigned, on behalf of Plaintiffs and
15 Defendants, that these Actions and all claims of Plaintiffs and all other Class Members shall be
16 settled, compromised and dismissed on the merits *with prejudice* as to Defendants once final
17 approval of the settlement has been obtained from the Court. The *Schulert v. Hudson Clothing,*
18 *LLC* (United States District Court, District of Maine Case No. 2:15-cv-00276-JDL) case will be
19 stayed and then will be dismissed with prejudice once final approval of the settlement has been
20 obtained from the Court.

21 The following terms and conditions apply to this settlement:

22 A. **DEFINITIONS**

23 The following terms, as used in this Settlement Agreement and attached exhibits, have
24 the meanings set forth below:

25 1. "Actions" shall mean the *Noiman v. Hudson Clothing, LLC* (San Diego Superior
26 Court Case No. 37-201500000566-CU-BT-CTL), *Card v. Joe's Jeans, Inc.*, (San Diego Superior
27 Court Case No. 37-2015-00021834-CU-BT-CTL) and *Schulert v. Hudson Clothing, LLC* (United
28 States District Court, District of Maine Case No. 2:15-cv-00276-JDL) litigation matters.

1 2. “Attorneys’ Fees” means any award of attorneys’ fees and costs approved by the
2 Court for payment to the Class Counsel.

3 3. “Claim” means a claim made either electronically or by U.S. Mail by a person
4 that he or she is a member of the Settlement Class in accordance with the requirements contained
5 in this Agreement.

6 4. “Claim Form” means the form attached hereto as Exhibit “B”.

7 5. “Claims Administrator” means the firm of Kurtzman Carson Consultants
8 (“KCC”) whose business address is 75 Rowland Way, Suite 250, Novato, CA 94945. KCC will
9 be retained by Defendants to administer the Notice Program as described in Section E of this
10 Settlement Agreement and the Claim Program as described in Section F of this Settlement
11 Agreement.

12 6. “Class Definition” is hereby defined to mean “All persons in the United States
13 who purchased any Class Product between January 7, 2011 and December 31, 2015. Excluded
14 from the Settlement Class are all persons who are employees, directors, officers, and agents of
15 Defendants or their subsidiaries and affiliated companies, as well as the Court and its immediate
16 family and staff.” It is the intent of the parties to include any person who currently has a claim
17 against Defendants regarding the causes of actions now alleged or similar causes of action. To
18 the extent that any jurisdiction contains a statute of limitations longer than four (4) years, persons
19 who made purchases prior to four years before the start of this litigation are considered part of
20 the class, but only in those jurisdictions with longer statutes of limitations and only to the extent
21 allowed by law.

22 7. “Claims Period” means ten days after the date the Court enters the Preliminary
23 Approval Order and ending on the ninetieth (90th) day thereafter (i.e., 100 days from the date the
24 Court enters the Preliminary Approval Order).

25 8. “Class Counsel” means John H. Donboli and Del Mar Law Group, LLP.

26 9. “Class Period” means January 07, 2011 and December 31, 2015.

27 10. “Class Product” means all of Defendant Hudson Clothing, LLC’s and Defendant
28 Joe’s Jeans, Inc.’s products labeled as “Made in the USA” or “Made in USA.”

1 11. “Class Member(s)” means any member of the Settlement Class who does not
2 timely exclude himself or herself from the Settlement pursuant to Section J of this Settlement
3 Agreement.

4 12. “Court” means the San Diego Superior Court of California.

5 13. “Effective Date” means twenty (20) days after the entry of the Court’s order
6 regarding final approval of the settlement or entry of judgment, whichever is later.

7 14. “Final Approval Hearing” means the Fairness Hearing to consider the final
8 approval of the Settlement as required by California Rules of Court, Rule 3.769(e).

9 15. “Final Approval Order” means the final order entered by the Court in the form
10 attached hereto as Exhibit “D”, approving this Settlement Agreement as fair, adequate and
11 reasonable and dismissing the Complaint and all allegations, claims, or causes of action asserted
12 therein against Defendants with prejudice.

13 16. “Judgment” means the judgment entered by the Court in the form attached hereto
14 as Exhibit “E”. The Judgment (and the underlying Final Approval Order) shall be deemed
15 “Final” upon entry of judgment.

16 17. “Notice” means the Notice of Proposed Settlement of Class Action in the form
17 attached hereto as Exhibit “A”. Exhibit “A” may also be referred to as the “Long-Form Notice.”

18 18. “Notice Program” means the mechanisms and arrangement for providing notice as
19 described in Section E of this Settlement Agreement.

20 19. “Plaintiffs” means representative plaintiffs Einat Noiman, Jeff Card, and Maya
21 Schulert, both in their individual capacities and on behalf of the Settlement Class.

22 20. “Postcard Notice” means the abbreviated form of notice attached hereto as
23 Exhibit F that shall be mailed by the Claims Administrator to potential settlement class members
24 pursuant to Paragraph E(2).

25 21. “Preliminary Approval Order” means the Order issued by the Court in
26 substantially the same form attached hereto as Exhibit “C”.

27 22. “Qualifying Transaction” means a purchase of a Class Product in the United
28 States during the Class Period.

1 23. “Qualifying Claimant” means a Class Member who submits a timely, completed,
2 Claim Form, indicating that he or she engaged in a Qualifying Transaction, and whose claim is
3 not rejected by the Claims Administrator and is not disputed by Defendants under the procedures
4 set forth in Section F below.

5 24. “Released Claims” means the claims released as described in Section K of this
6 Settlement Agreement.

7 25. “Released Parties” means all parties identified as having claims released against
8 them in the first paragraph of Section K(1) of this Agreement.

9 26. “Settlement” means the terms and conditions of the settlement embodied by this
10 document.

11 27. “Settlement Class” means, for settlement purposes only, all persons who made a
12 Qualifying Transaction.

13 28. “Settlement Website” means (www.hudsonclothingsettlement.com and
14 www.joesjeanssettlement.com) (or similar URLs), which will, at the appropriate time,
15 prominently post information pertaining to the nature of this action and terms of the Settlement
16 and which will contain a copy of the Notice, the operative complaint in these Actions, and other
17 relevant pleadings.

18 29. “Short-Form Notice” means the abbreviated form of Notice of Proposed
19 Settlement of Class Action in the form attached hereto as Exhibit “F”.

20 **B. TIMING OF PRELIMINARY APPROVAL**

21 The parties agree to file a motion for preliminary approval of this Settlement as soon as
22 practical after the execution of this Settlement Agreement.

23 **C. CONDITIONS OF SETTLEMENT**

24 Counsel for the undersigned agree to recommend approval of this Settlement Agreement
25 to the Court and to undertake their best efforts, including all steps and efforts contemplated by
26 this Settlement Agreement and any other steps and efforts that may be necessary or appropriate,
27 by order of the Court or otherwise, to carry out the terms of this Settlement.

28 Defendants hereby agree to comply with California Business & Professions Code §

1 17533.7 and relevant federal law, as well as the laws of the other 49 states and the District of
2 Columbia, in conjunction with all future sales of their garment products and permit the entry of
3 the stipulated permanent injunction as fully detailed herein.

4 Defendants, in conjunction with their counsel, also agree to take all necessary steps to
5 stay or dismiss (or to support Class Counsel's efforts in doing so) any later filed action against
6 Defendants based on alleged claims of mislabeled their garment products, including but not
7 limited to *Friedman v. Macy's, Inc., et al.*, Los Angeles Superior Court Case No. BC593307 and
8 *Livshin, et al. v. Joe's Jeans, et al.*, Los Angeles Superior Court Case No. BC604717.

9 **D. SETTLEMENT CONSIDERATION FROM DEFENDANTS**

10 1. The consideration provided by Defendants in accordance with this Settlement
11 Agreement is in full, complete and final settlement of the claims of Class Members in the Action
12 as against all Released Parties.

13 2. In full and complete settlement of all claims which have been, might have been,
14 are now or could be asserted in the Action by Class Members against the Released Parties,
15 within forty-five (45) days after the Effective Date, Defendants, either directly or indirectly
16 through the Claims Administrator, will send to each Qualifying Claimant who timely submits an
17 executed Claim Form, one Tote Bag, worth \$55.00 each at retail, to the Qualifying Claimant per
18 Class Product purchased by the Claimant. The Court shall retain jurisdiction to enforce this
19 Agreement.

20 3. Defendants shall produce no more than 15,000 Tote Bags. Such Tote Bags are to
21 be split evenly between the Hudson actions on the one hand, and the Joe's actions on the other.
22 The Tote Bags shall be distributed on a first come, first served basis.

23 4. The remaining balance of tote bags (if any) shall be donated to mutually agreeable
24 501(c)(3) charities whose charter includes assisting consumers, including but not limited to any
25 of the following charities:

26 A. The Good Shepherd Shelter
27 P.O. Box 19487
28 Los Angeles, CA 90019-6233
Business Tel: (213) 737-6111

1 B. Peace Over Violence
2 1015 Wilshire Blvd., Suite 200
3 Los Angeles, CA 90017
4 Business Tel: (213) 955-9090
5 Hotline/Crisis: (213) 626-3393

6 C. YWCA of San Diego County
7 Administrative Offices
8 1012 C Street
9 San Diego, CA 92101
10 Business Tel: (619) 239-0355
11 Hotline/Crisis: (619) 234-3164

12 D. WOMAN, Inc.
13 333 Valencia St., Suite 450
14 San Francisco, CA 94103
15 Business Tel: (415) 864-4777
16 Hotline/Crisis: (415) 864-4722

17 E. CORA
18 2211 Palm Avenue
19 San Mateo, CA 94403
20 Business Tel: (650) 652-0800
21 Hotline: (800) 300-1080

22 4 Upon the Court's final approval of this Agreement, the Court shall retain
23 jurisdiction to enforce this Agreement, including adequate supervision to ensure that the
24 donation was actually completed by Defendants.

25 5. Defendants agree to comply with California Business & Professions Code Section
26 17533.7, in conjunction with all future sales by Defendants of the Class Products to consumers,
27 downstream sellers, or other third parties for as long as Section 17533.7 is not repealed or
28 amended, and to permit the entry of the stipulated injunction as fully detailed herein. If Section
17533.7 is repealed, Defendants would no longer be subject to the terms of the injunction. If
Section 17533.7 is amended or reinterpreted by the California Supreme Court, Defendants agree
to comply with it in its amended or reinterpreted form. Defendants are not obligated to re-label
any products that they previously sold and/or that are already in the stream of commerce as of
the date of this Agreement. The injunction shall include a reasonable meet and confer
requirement to the extent any Class Member seeks to enforce the terms of the injunction in the
future based on a yet to occur purchase of a Class Product.

1 **E. NOTICE PROGRAM**

2 1. The Notice will be in the form attached hereto as Exhibit "A".

3 2. Within twenty (20) days after entry of order for Preliminary Approval,
4 Defendants, in cooperation with and under the supervision of its counsel of record, shall provide
5 a list to the Claims Administrator of all California consumers in its corporate books and records
6 to include the consumers' name, telephone number, address or email address for the purposes of
7 directing notice. The Claims Administrator shall be tasked with mailing the Postcard Notice (in
8 the form attached hereto as Exhibit "F") to the potential class members.

9 3. For any and all Notices returned to the Claims Administrator that have forwarding
10 addresses provided by the postal service, the Claims Administrator shall re-mail the Notices to
11 the new addresses, except that the Claims Administrator will have no obligation to re-mail
12 returned Notices that they receive from the postal service later than fifty (50) days after entry of
13 the Preliminary Approval Order:

14 6. Within twenty (20) days after the entry of order for Preliminary Approval,
15 Defendants shall provide notice of this settlement on their homepages (<http://hudsonjeans.com/>
16 and www.joesjeans.com) with a hyperlink stating "Notice to Consumers." The hyperlink will
17 direct consumers directly to the Settlement Website.

18 7. Defendants and the Claims Administrator shall ensure that the Settlement Website
19 is active and able to accept online claims within ten (10) days of the entry of the Preliminary
20 Approval Order, or as soon thereafter as reasonably practicable. The Settlement Website address
21 will be published in the Notice.

22 8. At least thirty (30) days prior to the Fairness Hearing, Defendants, through their
23 counsel of record, shall either provide to Class Counsel or cause to be filed with the Court, a
24 declaration or declarations that they complied with provisions of Section E herein.

25 **F. CLAIM PROGRAM**

26 1. Notice will be provided to members of the Settlement Class by the method set
27 forth in Section E of this Agreement.

1 2. The Claims Administrator will review each Claim Form submitted by a Class
2 Member to determine whether the Claim Form is valid, and will reject any invalid claims (if
3 any), within thirty (30) days after the expiration of the Claims Period. The Claims Administrator
4 shall promptly report all such determinations of invalidity to both Class Counsel and Defendants'
5 counsel via weekly updates.

6 3. Defendants, through the Claims Administrator, agrees to maintain the Settlement
7 Website containing a link to the Notice and Claim Form. The Class Member must certify under
8 penalty of perjury that he or she is a member of the Class, provide his or her name, and select
9 which product was purchased and the approximate date of purchase, including how many
10 products were purchased during the Class Period. Failure to submit information pertaining to the
11 approximate date of purchase is not reason (in and of itself) to reject a Claim Form. The Claim
12 Form must be mailed or submitted electronically to the Claims Administrator and postmarked no
13 later than the last day of the Claims Period.

14 4. The Notice of Settlement and/or Settlement Website shall stay online for the
15 entirety of the Claims Period.

16 5. If Defendants dispute a Claim, they must notify the claimant in writing by mail no
17 later than forty-five (45) days after the expiration of the Claims Period, stating the reasons for the
18 rejection. The claimant will have fifteen (15) days after the notice is mailed to present in writing
19 by mail additional information or evidence in support of his or her Claim. If a claimant timely
20 provides such additional information or evidence, Defendants will either (i) approve the Claim;
21 or (ii) advise Class Counsel that Defendants continues to dispute the Claim. The Court will
22 retain jurisdiction regarding disputed Claims. If Class Counsel and Defendants cannot agree on
23 the resolution of any disputed Claim, final determination of disputed Claims will be made by the
24 Court. Class Counsel and Defendants will exercise best efforts to submit any such disputed
25 Claims to the Court in batches.

26 Any claimant, who is rejected by Defendants pursuant to this Paragraph, shall not be
27 bound by any judgment entered in connection with this settlement. A list of persons who
28

1 constitute rejected claimants shall be filed with the Court by Defendants' counsel before the date
2 for the hearing on final approval.

3 6. Class Members who do not return a Claim Form postmarked on or before the final
4 day of the Claims Period, Class Members who return a Claim Form that is timely but is not
5 signed, and Class Members whose Claims are rejected by the Claims Administrator will not
6 qualify to receive their selected consideration from Defendants as set out in Section D(2) above,
7 but will remain Class Members and be bound by this Settlement.

8 7. All costs associated with the Claim Program and the Notice Program will be paid
9 by Defendants in an amount not to exceed \$60,000. Any cost exceeding \$60,000 shall be paid
10 by Class Counsel.

11
12 **G. FEES AND EXPENSES OF CLASS COUNSEL; CLASS REPRESENTATIVE
INCENTIVE AWARD**

13 Class Counsel shall file a motion with the Court for an award of Attorneys' Fees,
14 reimbursement of actual expenses, and an award of a class representative enhancement fee
15 against Defendants, which shall include references to sales and product information provided to
16 Class Counsel by Defendants during discovery and/or in support of the parties' settlement
17 efforts. Such a motion shall be heard at the Fairness Hearing (or at any other time deemed
18 appropriate by the Court). Defendants agree *not* to oppose such request so long as the amount
19 sought by Class Counsel does not exceed \$440,000.00, which is inclusive of attorneys' fees and
20 reimbursement of actual expenses, and class representative enhancement fees to Plaintiffs.
21 Defendants also agree *not* to oppose an award of an enhancement fee to Plaintiffs Einat Noiman,
22 Jeff Card, and Maya Schulert that do not exceed \$5,000.00 per representative plaintiff. The
23 payment of Attorneys' Fees and reimbursement of actual expenses will be paid by Defendants in
24 an amount not to exceed \$425,000, which is inclusive of all three lawsuits. The attorneys' fees
25 shall be divided as follows: \$165,000 for *Noiman v. Hudson Clothing, LLC* (San Diego Superior
26 Court Case No. 37-201500000566-CU-BT-CTL), \$200,000 for the *Card v. Joe's Jeans, Inc.*,
27 (San Diego Superior Court Case No. 37-2015-00021834-CU-BT-CTL) and \$60,000 for *Schulert*
28 *v. Hudson Clothing, LLC* (United States District Court, District of Maine Case No. 2:15-cv-

1 00276-JDL). The attorneys' fees and costs award and Plaintiffs' incentive awards shall be paid
2 within ten (10) business days from the date of the Final Approval Order. If not so paid, then
3 interest on such awards, fees and expenses shall accrue from the date of the Order until paid at
4 the maximum rate allowed by law.

5 **H. FINAL APPROVAL HEARING**

6 1. Hearing Date: Pursuant to the Preliminary Approval Order, the Court will hold a
7 Fairness Hearing on a date to be set by the Court.

8 2. Briefing Schedule: Any briefs in support of final approval by Plaintiffs or
9 Defendants shall be submitted not less than fourteen (14) days prior to the Fairness Hearing,
10 unless otherwise agreed by the parties or ordered by the Court. Class Counsel will file a
11 Memorandum of Points and Authorities requesting recommendations of final approval of the
12 Settlement by the Court, including a determination by the Court: (i) that the Settlement be
13 approved as fair, reasonable and adequate; (ii) that Class Counsel adequately represented the
14 interests of the Settlement Class; (iii) that the Settlement Class, excluding those persons who
15 exercise their right to opt out of participation in the Settlement, will be certified; and (iv) that the
16 Final Approval Order approving the Settlement substantially in the form of Exhibit "D" and the
17 Judgment in substantially the form of Exhibit "E", should be entered. The Fairness Hearing may
18 be continued from time to time as necessary without further notice to the Settlement Class.

19 3. Consequences of Non-Approval: If the Court does not grant final approval of the
20 settlement reflected in this Agreement, any certification of any Settlement Class will be vacated
21 and the Parties will be returned to their positions with respect to the Action as if the Agreement
22 had not been entered into. In the event that Final Approval is not achieved: (a) any Court orders
23 preliminarily or finally approving the certification of any class contemplated by this Agreement
24 shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity;
25 and (b) the fact of the settlement reflected in this Agreement, shall not be used or cited thereafter
26 by any person or entity, including any manner whatsoever, including without limitation any
27 contested proceeding relating to the certification of any class.

1 **I. OBJECTION**

2 1. Any Class Member who has not timely requested exclusion may appear at the
3 Final Approval Hearing to show cause why the Court should not approve this Settlement and
4 dismiss the Action with prejudice, and may appear at the hearing to support or oppose Class
5 Counsel's request or application for Attorneys' Fees.

6 2. For a Class Member to have objections considered, the Class Member must file
7 any objections and all papers in support of such objections with the Court in the time set forth in
8 the Notice, which will be no later than sixty (60) days after entry of Preliminary Approval Order.
9 All such written objections shall be served on Class Counsel and counsel for Defendants. The
10 filing of any objection will not extend the time within which a member of the Settlement Class
11 may file a request for exclusion from the settlement.

12 3. Any objection must include: (1) the Class Member's complete name and
13 residence or business address (giving the address of any lawyer who represents the Class
14 Member is not sufficient); (2) a statement that the Class Member falls within the definition of the
15 Settlement Class, including the approximate date the Class Member purchased Defendants' jeans
16 product(s); and (3) each ground for comment or objection and any supporting papers the Class
17 Member desires the Court to consider (i.e., a mere statement that "I object" will not be deemed
18 sufficient).

19 **J. OPT-OUT RIGHTS OF MEMBERS OF THE SETTLEMENT CLASS**

20 1. Any member of the Settlement Class may request exclusion from the settlement in
21 this Action by first class mail, personally signed, and stating unequivocally that he/she wishes to
22 be excluded from this class action settlement. Any request for exclusion must be mailed to Class
23 Counsel and counsel for Defendants, postmarked on or before sixty (60) days after Preliminary
24 Approval Order, and referring, in the request for exclusion, to the name and number of this
25 litigation, *Noiman v. Hudson Clothing, LLC* (San Diego Superior Court Case No. 37-
26 201500000566-CU-BT-CTL), *Card v. Joe's Jeans, Inc.*, (San Diego Superior Court Case No.
27 37-2015-00021834-CU-BT-CTL) or *Schulert v. Hudson Clothing, LLC* (United States District
28 Court, District of Maine Case No. 2:15-cv-00276-JDL). Such request shall state the name,

1 address and phone number of the person requesting exclusion and that such person elects to be
2 excluded from this litigation. The person requesting exclusion must sign the request for
3 exclusion personally. No member of the Settlement Class who chooses to be excluded may
4 submit a Claim Form. Any member of the Settlement Class who chooses to be excluded and
5 who provides the requested information will not be bound by any judgment entered in
6 connection with this Settlement. A list of persons who requested exclusion shall be filed with
7 the Court by Defendant's counsel before the date of the Final Approval Hearing.

8 2. If more than two hundred (200) Class Members request exclusion, then
9 Defendants have the unilateral right, in its sole discretion, to withdraw from this Settlement
10 Agreement. This unilateral right to withdraw must be exercised within ten (10) days of
11 Defendants' receipt of notification that the number of individuals validly requesting exclusion
12 exceeds two hundred (200) individuals. Defendants' unilateral right to withdraw in this regard is
13 waived if not so exercised.

14 **K. RELEASES**

15 1. In addition to the effect of any final judgment entered in accordance with this
16 Settlement Agreement, upon this Settlement becoming final, Defendants, and each of their
17 present and former parent companies, subsidiaries, affiliates, divisions, purchasers, operators,
18 assignees, predecessors, successors, partners, heirs, executors, administrators, officers, directors,
19 insurers, employees, agents, dealers, retailers (including, but not limited to, Joe's Jeans
20 boutiques, Macy's, Bloomingdales, Nordstrom's, and Nordstrom Rack), manufacturers,
21 suppliers, packagers, distributors, wholesalers, and legal representatives in addition to all such
22 persons or entities relating to actions or omissions in manufacturing, advertising, marketing,
23 labeling, packaging, promotion, sale and distribution of the Class Products (including but not
24 limited to any act or omission regarding the geographic location that any Class Product, or any
25 component of any Class Product, was manufactured, assembled and/or created) will be released
26 and forever discharged from all manner of claims, demands, actions, suits, causes of action,
27 whether class, individual or otherwise in nature (and whether or not they object to the
28 Settlement), damages whenever incurred, liabilities of any nature whatsoever, including costs,

1 expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or
2 equity, that any Class Member (including any of their past, present or future agents, legal
3 representatives, trustees, estates, heirs, executors and administrators) ever had, now has, or
4 hereafter can, will or may have, arising out of (i) conduct by Defendants related to the
5 manufacturing, labeling, distribution and sales of Defendants' jeans products with a "Made in
6 USA" or "Made in the USA" designation; (ii) any violation or alleged violation of California
7 Business & Professions Code § 17533.7 relating to same; (iii) any violation or alleged violation
8 of any other California, federal, or other state statute of the other 49 states, including but not
9 limited to California Business & Professions Code §§ 17200 *et seq.*, and California Civil Code §
10 1770 *et seq.*; and/or (iv) any violation of any California, federal or other state statute related to
11 alleged misrepresentations and/or fraud.

12 Each Class Member (including his or her past, present or future agents, legal
13 representatives, trustees, parents, estates, heirs, executors and administrators) is hereby barred
14 from hereafter asserting any claim, demand, action, suit or cause of action, whether class or
15 individual, against Defendants based, in whole or in part, upon any released claim.

16 Defendants and their parent companies, subsidiaries and affiliated corporations,
17 partnerships and businesses, past, present and future, and all of their past, present and future
18 trustees, directors, officers, shareholders, partners, agents, employees, representatives, attorneys,
19 insurers, hereby release Plaintiffs and their counsel from any claims of abuse of process,
20 malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or
21 resolution of this Action, including, but not limited to, claims for attorneys' fees, costs of suit, or
22 sanctions of any kind.

23 2. Each Class Member and Defendants expressly waive the provisions of Section
24 1542 of the California Civil Code (and all other like provisions of law) to the full extent that
25 these provisions may be applicable to the releases in paragraph K(1). California Civil Code,
26 Section 1542, provides:

27 A general release does not extend to claims which the creditor does not
28 know or suspect to exist in his or her favor at the time of executing the

1 release, which if known by him or her must have materially affected his or
2 her settlement with the debtor.

3 3. Subject to the above, each Class Member or Defendants may hereafter discover
4 facts other than or different from those which he, she, or it knows or believes to be true with
5 respect to the claims being released. Nevertheless, each Class Member and Defendants hereby
6 expressly waive and fully, finally and forever settle and release, upon this Settlement becoming
7 final, any known or unknown, contingent or non-contingent claim in any way relating to the
8 subject matter of the claims being released in paragraph K(1), whether or not concealed or
9 hidden, without regard to subsequent discovery or existence of such different or additional facts.

10 **L. FORCE AND EFFECT OF SETTLEMENT**

11 1. In the event that this Settlement does not become final in accordance with the
12 terms hereof, then this Settlement Agreement will be of no force or effect, except that the parties
13 hereto agree that this Settlement Agreement, including its exhibits, and any and all negotiations,
14 drafts of settlement documents and discussions associated with it, will be without prejudice to
15 the rights of any party, will be inadmissible in evidence against any party, and further will not be
16 deemed or construed to be an admission or evidence of any violation of any statute or law or of
17 any liability or wrongdoing by Defendants, or of the truth of any of the claims or allegations
18 contained in any complaint or any other pleading filed in the Action or any other action, and
19 evidence thereof will not be discoverable or used directly or indirectly in any way, whether in the
20 Action or in any other action or proceeding. Plaintiffs and Defendants expressly reserve all of
21 their rights and preserve all applicable defenses if this Settlement does not become final in
22 accordance with the terms of this Settlement Agreement. In the event this Settlement is
23 terminated, the Settlement Agreement and all matters leading up to or related to the Settlement
24 are confidential settlement communications inadmissible under California Evidence Code or and
25 any and all other applicable federal and/or state laws. The provisions of this paragraph will
26 survive and continue to apply to Defendants and each member of the Settlement Class, even if
27 the Court does not approve the Settlement, or the Court's approval of this Settlement is set aside
28

1 on appeal, or Defendants withdraw from the Settlement Agreement. Notwithstanding the
2 foregoing, this Settlement Agreement may be used or admitted into evidence against any party as
3 to whom this Settlement Agreement is being enforced.

4 **M. MISCELLANEOUS PROVISIONS**

5 1. This Settlement Agreement will be binding upon and inure to the benefit of the
6 successors of the parties hereto. Without limiting the generality of the foregoing, each and every
7 covenant and agreement herein by Plaintiffs and Class Counsel will be binding upon all Class
8 Members.

9 2. This Settlement Agreement contains the entire, complete and integrated statement
10 of each and every term and provision agreed to by and among the parties, and is not subject to
11 any condition not provided for herein. This Settlement Agreement will not be modified in any
12 respect except by a writing executed by all the signatories hereto.

13 3. Any inconsistency between this Settlement Agreement and the exhibits attached
14 hereto will be resolved in favor of the Settlement Agreement.

15 4. None of the parties hereto will be considered to be the drafter of this Settlement
16 Agreement or any provision hereof for the purpose of any statute, case law or rule of
17 interpretation or construction that would or might cause any provision to be construed against the
18 drafter thereof.

19 5. All terms of this Settlement Agreement and the exhibits hereto will be governed
20 by and interpreted according to the substantive laws of the State of California without regard to
21 its choice of law or conflict of laws principles.

22 6. Defendants and each Class Member hereby irrevocably submit to and agree not to
23 contest the exclusive jurisdiction of the Court and agree that the Court is a proper venue and
24 convenient forum, for purposes of any suit, action, proceeding or dispute arising out of or
25 relating to this Settlement Agreement and/or the exhibits hereto. In the event the provisions of
26 this Settlement Agreement are asserted by Defendants as a defense, in whole or in part, to any
27 claim or cause of action or otherwise raised as an objection in any suit, action or proceeding by a
28 Class Member, it is hereby agreed that Defendants will be entitled to a stay of that suit, action or

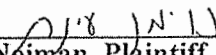
1 proceeding until the Court has entered a final judgment no longer subject to any appeal or review
2 determining any issues relating to the defense or objection based on such provisions.

3 7. This Settlement Agreement may be executed in counterparts. Facsimile and/or
4 email with PDF signatures will be considered as valid signatures as of the date hereof, although
5 the original signature pages will thereafter be appended to this Settlement Agreement.

6 IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have
7 caused this Settlement Agreement to be executed by their officers or representatives hereunto
8 duly authorized, effective as of the date first above mentioned.

9 In so doing, the parties expressly agree to and intend to be legally bound by this
10 Settlement Agreement.

11 Dated: April 19th, 2016


Einat Noiman, Plaintiff

13 Dated: April _____, 2016

Maya Schulert, Plaintiff

15 Dated: April _____, 2016

Jeffrey Card, Plaintiff

17 Dated: April _____, 2016

Hudson Clothing, LLC

By: (Print Name)

Title: _____

23 Dated: April _____, 2016

Joe's Jeans, Inc. (now known as Differential
Brands Group, Inc.)

By: (Print Name)

Title: _____

1 proceeding until the Court has entered a final judgment no longer subject to any appeal or review
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10 Settlement Agreement.

11 Dated: April _____, 2016

Einat Noiman, Plaintiff

13 Dated: April 20, 2016

Maya Schuler
Maya Schuler, Plaintiff

15 Dated: April _____, 2016

Jeffrey Card, Plaintiff

18 Dated: April _____, 2016

Hudson Clothing, LLC

By: (Print Name)

Title: _____

24 Dated: April _____, 2016

Joe's Jeans, Inc. (now known as Differential
Brands Group, Inc.)

By: (Print Name)

Title: _____

1 proceeding until the Court has entered a final judgment no longer subject to any appeal or review
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11 Dated: April _____, 2016

Einat Noiman, Plaintiff

13 Dated: April _____, 2016

Maya Schulert, Plaintiff

15 Dated: April 19th, 2016

Jeffrey Michael Card
Jeffrey Card, Plaintiff

17 Dated: April _____, 2016

Hudson Clothing, LLC

By: (Print Name)

Title: _____

23 Dated: April _____, 2016

Joe's Jeans, Inc. (now known as Differential
Brands Group, Inc.)

By: (Print Name)

Title: _____

1 proceeding until the Court has entered a final judgment no longer subject to any appeal or review
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7 caused this Settlement Agreement to be executed by their officers or representatives hereunto
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9 In so doing, the parties expressly agree to and intend to be legally bound by this
10 Settlement Agreement.

11 Dated: April _____, 2016

Einat Noiman, Plaintiff

13 Dated: April _____, 2016

Maya Schulert, Plaintiff

15 Dated: April _____, 2016

Jeffrey Card, Plaintiff

17 Dated: April 15, 2016

Hudson Clothing, LLC

[Signature]

By: (Print Name)

Lori Nembirkar

Title: SVP Legal

23 Dated: April 15, 2016

Joe's Jeans, Inc. (now known as Differential
Brands Group, Inc.)

[Signature]

By: (Print Name)

Lori Nembirkar

Title: SVP Legal

1 APPROVED AS TO FORM:

2 Dated: April 20, 2016

BARNES & THORNBURG, LLP

4 By: 

5 Kevin D. Rising

6 Devin Stone

7 Attorneys for Hudson Clothing, LLC and Joe's
8 Jeans, Inc. (now known as Differential Brands
Group, Inc.)

9 Dated: April 18, 2016

DEL MAR LAW GROUP, LLP

10 By: 

11 John M. Donboli

12 Camille Joy DeCamp

13 DEL MAR LAW GROUP, LLP

14 Attorneys for Einat Noiman, Jeffrey Card, as
15 individuals, and on behalf of all others similarly
situated

16 Dated: April 19, 2016

CUNEO, GILBERT & LaDUCA, LLP

17 By: 

18 Jon Cuneo

19 Taylor Asen

20 CUNEO, GILBERT & LaDUCA, LLP

21 Attorneys for Maya Schuler, an individual, and on
22 behalf of all others similarly situated
23
24
25
26
27
28

Exhibit A

JEFF CARD, an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

JOE'S JEANS, INC., a California Limited
Liability Company; and DOES 1 through 100,
inclusive,

Defendants

CASE NO.: 37-2015-00021834-CU-BT-CTL
(consolidated with CASE NO.: 37-2015-
00000566-CU-BT-CTL)

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION CASE**

Judge: Hon. Joan M. Lewis
Dept.: C-65

EINAT NOIMAN, an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

HUDSON CLOTHING, LLC, a California
Limited Liability Company; and DOES 1 through
100, inclusive,

Defendants

IF YOU PURCHASED JOE'S JEANS OR HUDSON CLOTHING, LLC'S PRODUCTS
LABELED AS "MADE IN USA" FROM JANUARY 7, 2011 TO DECEMBER 31, 2015,
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT.
PLEASE READ THIS NOTICE CAREFULLY.

1. **Introduction** - This Notice of Proposed Class Actions ("Notice") concerns a proposed settlement (the "Proposed Settlement") of lawsuits (the "Actions") against Joe's Jeans, Inc. (now Differential Brands Group, Inc.) ("Joe's") and Hudson Clothing, LLC ("Hudson") (collectively, "Defendants") based on claims that Defendants misrepresented the country of origin of various Defendants' products by claiming that the products were "Made in USA" when they contained foreign made component parts. The Actions are currently pending in the Superior Court of California, County of San Diego (the "Court"). For settlement purposes only, the Court

has certified the Actions to proceed as class actions on behalf of the class described below. The details of the Proposed Settlement are set forth below.

2. **Court Approval** - This Notice was court approved in its entirety by the Agreement of Settlement on file with the Court.

3. **Purpose of Notice** - This Notice is intended (1) to inform you of the Proposed Settlement of the Actions, (2) to describe the Proposed Settlement, and (3) to advise you of your rights and your options with respect to the Proposed Settlement.

4. **Description of the Actions** - The Actions allege that Defendants violated California law by improperly labeling and selling Joe's and Hudson products as "Made in USA" when doing so was prohibited by a California false advertising statute that requires that if any foreign-made component is part of a product that is otherwise designed, produced and assembled in the U.S., that product cannot be labeled as "Made In USA."

5. **Defendants' Denials** - Defendants deny the allegations of the operative complaints and have asserted a number of defenses to the claims.

6. **Definition of the Class** - The Settlement Class is defined as all persons who made a purchase in the United States of Joe's products or Hudson's products containing foreign-made component parts that was labeled as "MADE IN USA" or "MADE IN THE USA" (the "Products"), from January 7, 2011 to December 31, 2015, for non-commercial use.

7. **The Proposed Settlement** - The parties have reached a Proposed Settlement of the Actions, which the attorneys for the Settlement Class believe is fair, reasonable, adequate and in the best interest of the members of the Settlement Class ("Class Member(s)"). Defendants agree to the Proposed Settlement, without admitting liability, to avoid the costs and other burdens of continued litigation. The Proposed Settlement provides the following:

- a. **Restitution** to every Qualifying Claimant who timely submits an executed valid Claim Form. Restitution will consist of, one (1) Tote Bag, worth \$55.00 each, to the Qualifying Claimant per Product purchased by the Claimant.
- b. Defendants agree to pay an enhancement fee to plaintiffs Einat Noiman, Jeff Card, and Maya Schulert that does not exceed \$5,000.00, per representative plaintiff.
- c. Defendants shall produce no more than 15,000 Tote Bags. Such Tote Bags are to be split evenly between the Hudson actions on the one hand, and the Joe's actions on the other. The Tote Bags shall be distributed on a first come, first served basis. The remaining balance of Tote Bags (if any) shall be donated to mutually agreeable 501(c)(3) charities whose charter includes assisting consumers.

- d. Upon the Court's final approval, the Court shall retain jurisdiction to enforce this Agreement, including adequate supervision to ensure that the donation was actually completed by Defendants.
- e. Defendants must agree to comply with California Business & Professions Code Section 17533.7, in conjunction with all future sales of the Class Products to consumers, downstream sellers, or other third parties for as long as Section 17533.7 is not repealed or amended, and to permit the entry of the stipulated injunction as fully detailed herein.

Defendants also agree to the payment of Attorneys' Fees and the reimbursement of actual expenses, which will be paid by Defendants in an amount not to exceed \$425,000 which is inclusive of all three lawsuits. The attorneys' fees shall be divided as follows: \$165,000 for *Noiman v. Hudson Clothing, LLC* (San Diego Superior Court Case No.: 37-201500000566-CU-BT-CTL), \$200,000 for the *Card v. Joe's Jeans, Inc.*, (San Diego Superior Court Case No.: 37-2015-00021834-CU-BT-CTL) and \$60,000 for *Schulert v. Hudson Clothing, LLC* (United States District Court, District of Marine Case No.: 2:15-cv-00276-JDL). This issue shall be determined solely by the Court by way of a written motion.

8. **Releases** - In return for the Settlement described above, Class Members who do not request exclusion from the class agree to release (give up) all claims against Defendants, and each of their present and former parent companies, subsidiaries, affiliates, divisions, purchasers, operators, assignees, predecessors, successors, partners, heirs, executors, administrators, officers, directors, insurers, employees, agents, dealers, retailers (including, but not limited to, Joe's Jeans boutiques, Macy's, Bloomingdales, Nordstrom's, and Nordstrom Rack), manufacturers, suppliers, packagers, distributors, wholesalers, and legal representatives in addition to all such persons or entities relating to actions or omissions in manufacturing, advertising, marketing, labeling, packaging, promotion, sale and distribution of the Class Products (including but not limited to any act or omission regarding the geographic location that any Class Product, or any component of any Class Product, was manufactured, assembled and/or created) including those claims which have been asserted or which could reasonably have been asserted by the Class Members against the Defendants in these Actions (the "Released Claims").

9. **How to Make a Claim** - The Claims Administrator shall be tasked with mailing the Postcard Notice to potential class members. For any and all Notices returned to the claims Administrator that have forwarding addresses provided by the postal service, the Claims Administrator shall re-mail the Notices to the new addresses, except that the Claims Administrator will have no obligation to re-mail returned Notices that they receive from the postal service no later than fifty (50) days after entry of the Preliminary Approval Order. Within twenty (20) days after the entry of order for Preliminary Approval, Defendants shall provide notice of this settlement on their homepages (<http://hudsonjeans.com/> and www.joesjeans.com) with a hyperlink stating "Notice to Consumers." The hyperlink will direct consumers directly to the Settlement Website. Defendants and the Claims Administrator shall ensure that the Settlement Website is active and able to accept online claims within ten (10) days of entry of the Preliminary Approval Order, or as soon thereafter as reasonably practicable. The Notice of Settlement and/or Settlement Website shall stay online for the entirety of the claims period. The Claim Form must be mailed or submitted electronically to the Claims Administrator and

postmarked no later than **[INSERT DATE]** (the last day of the Claims Period). Only Class Members who submit an online claim or mail a Claim Form to the address listed below no later than **[INSERT DATE]** (the last day of the Claims Period) will be eligible to participate in the settlement. If you received this Notice in the mail, a Claim Form is enclosed. If you received this Notice in any other way or do not have a Claim Form, you may go to <http://hudsonjeanssettlement.com/> and/or www.joesjeanssettlement.com to complete and submit a copy of the Claim Form online, or print out a copy of the Claim Form to complete and mail to:

Joe's Jean's Current Class Actions
c/o KCC
P.O. Box [xxxx]
_____, CA [xxxxx]

10. All valid and timely claims will be honored within three hundred and sixty (360) days of the expiration of the Claims Period or Effective Date (whichever occurs last). **Request for Exclusion from the Class** - Under California law, if you are a Class Member, you have the right to be excluded from the class. If you wish to be excluded from the class, you must mail a letter so that it is postmarked no later than **[INSERT DATE]** to counsel for Plaintiff and the Class and Counsel for Defendants at the addresses listed in paragraph 12 below. The letter must clearly state your full name, current mailing address, phone number, and signature and include the following statement: "I want to be excluded from the plaintiff class in *Noiman v. Hudson Clothing, LLC*, *Card v. Joe's Jeans, Inc.*, and/or *Schulert v. Hudson Clothing, LLC*."

The request for exclusion must be submitted in your own name and signed by you personally; no individual may request that other persons be excluded from the class. Do not send a letter requesting exclusion if you wish to remain a Class Member or file a claim for monetary payment under the settlement. **If you exclude yourself from the class, you will not be entitled to share in any benefits that the class may obtain.** If you do not exclude yourself, you will not be able to file a separate claim against Defendant based on the events, circumstances and/or practices alleged in the Actions.

11. **Objection** - If you do not request exclusion, you may still object to the Proposed Settlement. You may also move to appear in the Actions.

If you wish to object, it is suggested that you file a written objection with the Court. The objection should include: (1) your complete name and current residence and business address (giving the address of any lawyer who represents you is not sufficient); (2) a statement that you fall within the definition of the class, including the approximate date (during the Class Period) and place of purchase of the Product(s), the type of Product(s) purchased, that the Product(s) purchased bore a "Made in the USA" label, that your decision to purchase the Product was influenced by the presence of a "Made in the USA" label, and that you would not have purchased the Product(s) at that time had you known that the Product(s) in question was/were not entirely manufactured within the United States of U.S.-made materials; and (3) each ground for comment or objection and any supporting papers you wish the Court to consider (*i.e.*, a mere statement that "I object" is insufficient).

You or your personal attorney may attend the settlement hearing at your expense and state your support or objection orally, but you are not required to do so. If you intend to attend the hearing and orally state your opinion, your written objection should state **"I intend to appear at the hearing."** Class Members, or their attorneys, may also attend the Final Approval Hearing and assert their objections (if any) with the Court. Written objection (to the extent filed) must be filed with the Court and mailed to Class Counsel no later than INSERT DATE at the following addresses:

Superior Court of the State of California-County of San Diego
Dept. C-65
220 W. Broadway
San Diego, CA 92101

Counsel for Plaintiff/Class
John H. Donboli
Camille Joy DeCamp
DEL MAR LAW GROUP, LLP
12250 El Camino Real
Suite 120
San Diego, CA 92130
Tel.: 858-793-6244

Counsel for Defendants:
Kevin D. Rising
Devin Stone
BARNES & THORNBURG, LLP
2029 Century Park East
Suite 300
Los Angeles, CA 90067
Tel.: 310-284-3880

If you wish to submit a brief to the Court in support of any objection, such brief must be filed with the Court, and served by mail on counsel for the plaintiff class and counsel for Defendants, at the addresses listed above no later than INSERT DATE.

12. **Hearing On Proposed Settlement** - The Court will hold a Final Approval Hearing to consider: (a) whether the Proposed Settlement summarized above is fair, reasonable, adequate, and in the best interests of the plaintiff class, and (b) whether Plaintiffs and their attorneys have fully, fairly and adequately represented the plaintiff class in the Actions and in negotiating the Proposed Settlement. The Final Approval Hearing is presently scheduled for INSERT DATE & TIME in Department C-65 of the Superior Court of the State of California-County of San Diego, 220 W. Broadway, San Diego, CA 92101. The time and date of the approval may be changed by the court order without further notice to the class.

13. **Hearing On Class Counsel Fees and Class Representative Enhancement Fee** - The Court will/may also hold a hearing on INSERT DATE & TIME to consider whether to award attorneys' fees and costs to Class Counsel and whether to award a class representative incentive fee to Plaintiffs. The motion shall be heard in Department C-65 of the Superior Court of the State of California-County of San Diego, 330 W. Broadway, San Diego, CA 92101. The time and date of the hearing may be changed by the Court without further notice to the class. At the above-referenced court hearing, Plaintiff shall request that the Court grant: (i) Class Counsel's attorneys' fees and reimbursement of expenses. The payment of attorneys' fees, reimbursement of actual expenses, and an award of a class representative enhancement fee (if any) to Plaintiffs will be paid by Defendants in addition to the recovery to the Settlement Class.

Any party, including Class Members, who wish to file an objection and/or oppose Plaintiff's motion for Class Counsel fees and/or the class representative enhancement fee are

encouraged to do so in writing and must do so by [INSERT DATE] by filing with the Court and serving his or her objections as set forth above. In addition, if a Class Member wishes to submit to the Court any brief in support of his or her objections, he or she must file the brief with the Court and serve it on both Class Counsel and counsel for Defendants prior to [INSERT DATE].

14. **Accessing Court Documents** - The filed documents and orders in this case may be examined and copied during regular business hours at the offices of the Clerk of the Court, of the Superior Court of the State of California-County of San Diego, 330 W. Broadway, San Diego, CA 92101. If you wish to obtain additional information about this Notice or the Proposed Settlement, you may examine the Court's file on the case at the address shown above or you may contact Plaintiff's attorneys in writing at the address in paragraph 11 above. **The Court has not ruled in favor of or against the Plaintiff or Defendants on the merits of any of their claims, denials, or defenses in this case.**

**PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION OR
ADVICE.**

Exhibit B

RETURN COMPLETED FORM TO:

Joe's Jeans, Inc., *et al.*, Class Action

c/o KCC

P.O. Box xxxxx

_____, CA _____

[File at <http://hudsonjeanssettlement.com/> and/or www.joesjeanssettlement.com]

PROOF OF CLAIM

To make a Claim, you must fully complete this Claim Form so that it is postmarked no later than **[INSERT DATE]**. A complete description of the class qualifications and claim benefits is provided in the Notice of Proposed Settlement of Class Action (<http://hudsonjeanssettlement.com/> and/or www.joesjeanssettlement.com). The completed Claim Form must be returned to the following address: Current Joe's Jeans Class Action Settlement, c/o KCC, P.O. Box _____, _____, CA _____, prior to **[INSERT DATE]** to take part in the settlement.

Information about the Current Joe's Jeans or Hudson Clothing Product You Purchased:

1. Type of Product (Please select from the attached list or drop down for internet claims): _____
2. Approximate Date of Purchase (mm/yyyy): _____/_____/_____

Declaration

THE WILLFUL SUBMISSION OF A FALSE CLAIM CONSTITUTES THE CRIME OF PERJURY AND IS PUNISHABLE BY CALIFORNIA LAW.

I certify under penalty of perjury that I purchased the above-listed Current Joe's Jeans or Hudson Clothing product and that it bore an unqualified "Made in USA" or "Made in the USA" label on the product and/or products' tags. The above information is true and correct to the best of my knowledge.

Signature: _____

Date: _____

Print Name: _____

Please do not forget to sign this claim form.

If you do not sign it, your claim will not be processed and will be denied.

Exhibit C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JEFF CARD, an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

JOE'S JEANS, INC., a California Limited
Liability Company; and DOES 1 through 100,
inclusive,

Defendants

CASE NO.: 37-2015-00021834-CU-BT-
CTL (consolidated with CASE NO.: 37-
2015-00000566-CU-BT-CTL)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
APPROVING FORM AND MANNER
OF SERVICE**

Judge: Hon. Joan M. Lewis
Dept.: C-65

EINAT NOIMAN, an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

HUDSON CLOTHING, LLC, a California
Limited Liability Company; and DOES 1 through
100, inclusive,

Defendants

1 WHEREAS, this action is pending before this Court as a putative class action; and
2 WHEREAS, the parties applied to this Court for an Order preliminarily approving the
3 settlement of the above-captioned litigation as well as the cases of *Noiman v. Hudson Clothing,*
4 *LLC*, San Diego Superior Court Case No. 37-201500000566-CU-BT-CTL and *Schulert v.*
5 *Hudson Clothing, LLC*, United States District Court, District of Maine Case No.: 2:15-cv-00276-
6 JDL (together the “Actions”) in accordance with the Agreement of Settlement, dated _____ ,
7 2016, which, together with the exhibits annexed thereto, sets forth the terms and conditions for a
8 proposed settlement of the Action, and for dismissal of the Action with prejudice against
9 defendant Joe’s Jeans, Inc. (now Differential Brands Group, Inc.) (“Joe’s”) and Hudson
10 Clothing, LLC (“Hudson”) (collectively “Defendants”) upon the terms and conditions set forth
11 therein; and the Court having read and considered the Settlement Agreement and the exhibits
12 annexed thereto;

13 NOW, THEREFORE, it is hereby ORDERED:

14 1. This Preliminary Approval Order incorporates by reference the definitions in the
15 Agreement of Settlement, and all terms used herein shall have the same meaning as set forth in
16 the Agreement of Settlement.

17 2. The Court does hereby preliminarily approve the Agreement of Settlement.

18 3. The Court finds that the requirements of section 382 of the Code of Civil
19 Procedure, California Rules of Court 3.766 and 3.769 have been satisfied, in that (a) the
20 Settlement Class is so numerous that joinder of all individual Settlement Class Members is
21 impracticable; (b) there are questions of law and fact common to the Settlement Class and those
22 common questions of law and fact predominate over any individual questions; (c) the claims of
23 the Plaintiffs are typical of the claims of the Class; (d) the Plaintiffs and Class Counsel will fairly
24 and adequately represent the interests of the Class; and (e) a class action is superior to other
25 available methods for the fair and efficient adjudication of the controversy.

26 4. Accordingly, the Court hereby conditionally certifies the Settlement Class for
27 settlement purposes only. The Settlement Class is defined as follows:
28

1 All persons in the United States who purchased Joe's Jeans or
2 Hudson Clothing products from January 7, 2011 to December
3 31, 2015 that were sold with an unqualified "Made in USA" or
4 "Made in the USA" label. Excluded from the Settlement Class
5 are all persons who are employees, directors, officers, and
6 agents of Defendants or their subsidiaries and affiliated
7 companies, as well as the Court and its immediate family and
8 staff.

9 5. Having considered the relevant factors set forth in section 382 of the Code of
10 Civil Procedure, California Rules of Court 3.766 and 3.769, the Court has made a preliminary
11 determination that Plaintiffs Jeff Card, Einat Noiman, and Maya Schulert and Class Counsel are
12 adequate representatives of the Settlement Class and hereby appoints them as such solely for
13 purposes of settlement.

14 6. **Preliminary Approval of Settlement.** The Parties have agreed to settle the
15 Action upon the terms and conditions set forth in the Agreement, which has been filed with and
16 reviewed by the Court.

17 7. The Court preliminarily finds: (a) that Plaintiffs in the Action, by and through
18 their counsel, investigated the facts and law relating to the matters alleged in the complaint and
19 evaluated the risks associated with continued litigation, trial, and/or appeal; (b) that the
20 Settlement was reached as a result of arm's-length negotiations between counsel for Plaintiffs
21 and counsel for Defendants and a mediation session with a respected mediator, the Honorable
22 Wayne Peterson (Ret.); (c) that the proponents of the settlement, counsel for the parties, are
23 experienced in similar litigation; and (d) that the Settlement confers substantial benefits upon the
24 Settlement Class, particularly in light of the damages that Plaintiffs and Class Counsel believe
25 are potentially recoverable or provable at trial, without the costs, uncertainties, delays, and other
26 risks associated with continued litigation, trial, and/or appeal.

27 8. Accordingly, the Court preliminarily approves the Agreement and the terms and
28 conditions of the Settlement as fair, reasonable, and adequate pursuant to section 382 of the Code
of Civil Procedure, California Rules of Court 3.766 and 3.769, subject to further consideration at

1 the Fairness Hearing (as described below).

2 9. **Fairness Hearing.** A hearing (the “Fairness Hearing”) will be held before this
3 Court at Department C-65, 220 West Broadway, San Diego, CA 92101 on _____, 2016,
4 at ____ a.m./p.m., to determine: (a) whether the proposed settlement of the Action on the terms
5 and conditions provided for the in the Settlement Agreement are fair, reasonable and adequate,
6 and (b) whether a final approval order and judgment should be entered herein. The Court may
7 adjourn or continue the Final Approval Hearing without further notice to the Settlement Class.

8 10. The parties may further modify the Agreement prior to the Fairness Hearing so
9 long as such modifications do not materially change the terms of the Settlement provided
10 thereunder. The Court may approve the Agreement with such modifications as may be agreed to
11 by the parties, if appropriate, without further notice to the Settlement Class.

12 11. After the Fairness Hearing, the Court may enter a Final Order and Judgment in
13 accordance with the Agreement that will adjudicate the rights of the Settlement Class Members
14 (as defined in the Agreement) with respect to the claims being settled.

15 12. **Approval of Form of Notice.** The Court hereby approves, as to form and
16 content, the forms of notice annexed as Exhibits A, B, C, D, E, and F to Settlement Agreement
17 and the Notice Program set forth in paragraphs E.1 to E.6 of the Settlement. The Court finds that
18 the Notice and Short-Form Notice meet the requirements of section 382 of the Code of Civil
19 Procedure, California Rules of Court 3.766 and due process, and are the best notice practicable
20 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
21 thereto.

22 13. **Approval of Notice Procedures.** The Court hereby approves the procedures set
23 forth in the Settlement Agreement, and described below, for providing notice to the proposed
24 Settlement Class. The Court finds that the procedures are fair, reasonable, and adequate; the best
25 notice practicable under the circumstances; consistent with due process; and shall constitute due
26 and sufficient notice to all persons entitled thereto.

27 14. Within twenty (20) days of the date of this Order, the Court hereby directs
28

1 Defendant to distribute the Notice as set forth in paragraphs E.1 to E.6 of the Settlement.

2 Defendants shall pay the costs of claims administration, including the costs associated with
3 preparing, printing and disseminating to the Settlement Class the Notices as set forth in
4 paragraphs E.1 to E.6 of the Settlement Agreement in amount not to exceed \$60,000.00.

5 15. At least thirty (30) days prior to the Fairness Hearing, Defendants, through their
6 counsel of record, shall cause to be filed with the Court a sworn affidavit evidencing compliance
7 with the provisions of Settlement Agreement as it relates to providing Notice.

8 16. Pending resolution of these settlement proceedings, no other action now pending
9 or hereinafter filed arising out of all or any part of the subject matter of the Action shall be
10 maintained as a class action and, except as provided by further order of the Court, for good cause
11 shown, all persons are hereby enjoined, during the pendency of these settlement proceedings,
12 from filing or prosecuting purported class actions against Defendants with respect to any of the
13 Released Claims as defined in the Settlement Agreement.

14 17. Upon the Settlement Effective Date, as defined in the Settlement Agreement, all
15 members of the Settlement Class who have not opted out of the settlement shall be enjoined and
16 barred from asserting any of the Released Claims against Defendants and the Released Parties,
17 and each Class Member shall be deemed to release any and all such Released Claims as against
18 Joe's Jeans and the Released Parties, as these terms are defined in the Settlement Agreement.

19 18. Any Class Member may enter an appearance through counsel of such member's
20 own choosing and at such member's own expense or may appear individually and show cause, if
21 he or she has any facts or arguments to present, as to: (a) why the proposed settlement of the
22 Action as set forth in the Settlement Agreement should or should not be approved as fair,
23 reasonable, and adequate; and (b) why the final approval order and judgment should or should
24 not be entered on the proposed Settlement Agreement. However, no Class Member or any other
25 person shall be heard or entitled to contest the approval of the terms and conditions of the
26 proposed settlement, or, if approved, the Final Approval Order and Judgment to be entered
27 thereon approving the same or the fees and expenses to be awarded, unless on or before
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_____, 2016, that person has filed with the Court and served (by hand delivery or by First Class regular U.S. mail) written objections complying with the specifications in the Notice. Service of any objections shall be made to Class Counsel, Attn: Camille Joy DeCamp DEL MAR LAW GROUP, LLP, 12250 El Camino Real, Suite 120, San Diego, CA 92130, and Joe's Jeans and Hudson Clothing counsel: Kevin D. Rising, BARNES & THORNBURG, LLP, 2029 Century Park East, Suite 300, Los Angeles, CA 90067. In addition, if a Class Member wishes to submit to the Court any brief in support of his or her objection, he or she must file the brief with the Court and serve it on both Class Counsel and counsel for Defendants prior to _____, 2016.

19. Any Class Member who does not make their objection in the manner provided for in this Preliminary Approval Order shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to or appeal of the fairness, reasonableness or adequacy of the proposed settlement, and to the award of fees and expenses to Class Counsel and other costs, all as set forth in the Settlement Agreement and Preliminary Order.

20. Any member of the Settlement Class may choose to exclude himself or herself from the settlement. Any such person who chooses to be excluded from the settlement will not be entitled to any recovery and will not be bound by the Settlement Agreement or have any right to object, appear or comment thereon. Any such person who chooses to request exclusion may do so by submitting a written statement requesting exclusion from the class on or before _____, 2016. Such written request for exclusion must contain the name, address, and telephone number of the person requesting exclusion, reference the name and number of this litigation (*Card v. Joe's Jeans*, San Diego Superior Court Case No.: 37-2015-00021834-CU-BT-CTL, *Noiman v. Hudson Clothing, LLC*, San Diego Superior Court Case No. 37-201500000566-CU-BT-CTL and *Schulert v. Hudson Clothing, LLC*, United States District Court, District of Maine Case No.: 2:15-cv-00276-JDL), be signed personally by the person requesting exclusion, and be mailed to Class Counsel and counsel for Defendants and postmarked on or before _____, 2016.

1 21. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of
2 the negotiations or proceedings connected with it, shall be construed in this or any lawsuit as an
3 admission or concession by Defendants of the truth of any of the allegations of the Action, or of
4 any liability, fault, or wrongdoing of any kind, or by the named Plaintiffs or any other member of
5 the Settlement Class of the merit of any defense or lack of merit of any claim.

6 22. The Court reserves the right to continue or adjourn the date of the Fairness
7 Hearing without further notice to the Settlement Class, and retains jurisdiction to consider all
8 further applications arising out of or connected with the proposed settlement.

9 23. Class Counsel and Defense Counsel are hereby authorized to use all reasonable
10 procedures in connection with approval and administration of the settlement that are not
11 materially inconsistent with this Preliminary Approval Order or the Agreement, including
12 making, without further approval of the Court, minor changes to the form or content of the
13 Notice, Summary Notice, and other exhibits that they jointly agree are reasonable or necessary to
14 effectuate the Settlement and the purposes of this Preliminary Approval Order.

15 IT IS SO ORDERED.

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18 Dated: _____

HONORABLE JOAN M. LEWIS
SUPERIOR COURT JUDGE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

Exhibit D

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF SAN DIEGO

10 JEFF CARD, an individual and on behalf of all
11 others similarly situated,

12
13 Plaintiff,

14 vs.

15 JOE'S JEANS, INC., a California Limited
16 Liability Company; and DOES 1 through 100,
inclusive,

17
18 Defendants

CASE NO.: 37-2015-00021834-CU-BT-
CTL (consolidated with CASE NO.: 37-
2015-00000566-CU-BT-CTL)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Judge: Hon. Joan M. Lewis
Dept.: C-65

19 EINAT NOIMAN, an individual and on behalf of
20 all others similarly situated,

21
22 Plaintiff,

23 vs.

24 HUDSON CLOTHING, LLC, a California
Limited Liability Company; and DOES 1 through
25 100, inclusive,

26
27 Defendants
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1 WHEREAS this matter, having been brought before the Court on
2 _____, 2016, pursuant to the Court's Order Granting Preliminary Approval of the
3 Class Action Settlement, to determine whether the Agreement of Settlement, dated ____, 2016
4 (the "Settlement Agreement"), between named Plaintiffs Jeff Card, Einat Noiman, and Maya
5 Schulert on behalf of themselves individually and all members of the Class, and Defendants
6 Joe's Jeans, Inc. (now Differential Brands Group, Inc.) ("Joe's") and Hudson Clothing, LLC
7 ("Hudson") (collectively "Defendants"), is fair and reasonable and should be approved as in the
8 best interest of the Class Members; and

9 WHEREAS notice of the proposed settlement having been given to members of the Class
10 as directed by this Court's Order Granting Preliminary Approval of the Class Action Settlement,
11 and proof of notice having been filed with the Court; and

12 WHEREAS the Court has received and reviewed the Agreement of Settlement and its
13 exhibits; and

14 WHEREAS all persons present or represented at the hearing, who were entitled to be
15 heard pursuant to the Class Notice, having been given an opportunity to be heard; and counsel
16 for the parties having appeared in support of the settlement; and Class Counsel having
17 represented to the Court that in their opinion the settlement is fair and reasonable and in the best
18 interests of the Class Members; and

19 WHEREAS the Court having considered all documents filed in support of the settlement,
20 and fully considered all matters raised, all exhibits and affidavits filed, and all evidence received
21 at the hearing, all other papers and documents comprising the record herein, and all oral
22 arguments presented to the Court;

23 IT IS HEREBY ORDERED as follows:

24 1. For all purposes of this Order Granting Final Approval of Class Action Settlement
25 ("Order"), the Court adopts all defined terms as set forth in the Agreement of Settlement, which
26 is incorporated herein by this reference.

27 2. For purposes of this Order, "Class" shall mean all persons who made a purchase
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1 in the United States of a Joe's product or a Hudson product containing foreign-made component
2 parts in reliance on the "MADE IN USA" or "MADE IN THE USA" label (the "Jeans
3 Products"), from January 7, 2011 to December 31, 2015, for non-commercial use.

4 3. For purposes of this Order, "Class Member(s)" shall mean all persons who made a
5 purchase qualifying Joe's or Hudson's product who did not timely exercise his or her right to opt
6 out of participation in the settlement.

7 4. The Court finds that it has jurisdiction over the subject matter of the Actions, and
8 over all parties to the Actions, including all Class Members.

9 5. The Court approves the settlement of the litigation set forth in the Agreement of
10 Settlement as being fair, just, reasonable and adequate to the Class Members.

11 6. Any and all objections to the settlement and Agreement of Settlement are
12 overruled as being without merit.

13 7. These Actions may be maintained as a class action for settlement purposes.

14 8. The Court certifies this litigation as a class action for settlement purposes only,
15 and certifies the class as comprised of all Class Members.

16 9. The Court finds that the requirements of section 382 of the Code of Civil
17 Procedure, California Rules of Court 3.766 and 3.769 (have been satisfied, in that (a) the
18 Settlement Class is so numerous that joinder of all individual Settlement Class Members is
19 impracticable; (b) there are questions of law and fact common to the Settlement Class and those
20 common questions of law and fact predominate over any individual questions; (c) the claims of
21 the Plaintiffs are typical of the claims of the Class; (d) the Plaintiff and Class Counsel will fairly
22 and adequately represent the interests of the Class; and (e) a class action is superior to other
23 available methods for the fair and efficient adjudication of the controversy.

24 10. The Notice provided to the members of the Class pursuant to the Order Granting
25 Preliminary Approval of Class Action Settlement constitutes full and adequate notice and is in
26 full compliance with the requirements of California law and due process of law.

27 11. The settlement shall be implemented and consummated in accordance with the
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1 definitions and terms of the Agreement of Settlement.

2 12. Neither the Agreement of Settlement, nor any of its terms or provisions, nor any
3 of the negotiations or proceedings connected with it shall be construed as an admission or
4 concession by Joe's or Hudson of the truth of any of the allegations in the Actions, or of any
5 liability, fault or wrongdoing of any kind.

6 13. Plaintiff and all Class Members, on behalf of themselves and any of their
7 respective agents, successors, heirs, assigns, and other persons and entities referenced in the
8 Agreement of Settlement, for good and sufficient consideration, the receipt of which is hereby
9 acknowledged, shall be deemed to have released and forever discharged the Released Persons
10 from any and all Released Claims, as defined in the Settlement Agreement.

11 14. Plaintiff and all Class Members are permanently barred and enjoined from
12 asserting, commencing, prosecuting, or continuing the Released Claims, or any of them, against
13 the Released Persons.

14 15. The Court hereby reserves jurisdiction over the Actions and Settlement to enforce
15 the terms of the judgment.

16 16. This Order is final for purposes of appeal and may be appealed, and the Clerk is
17 hereby directed to enter judgment thereon. If this Order does not become "Final" in accordance
18 with the terms of the Settlement Agreement (because the Judgment is set aside, in whole or in
19 material part after being timely appealed), then this Order, and all other orders entered in
20 connection with this Settlement (including without limitation, the Order Granting Preliminary
21 Approval of Class Action Settlement) shall be rendered *void ab initio*, and vacated in accordance
22 with the terms of the Settlement Agreement.

23 **IT IS SO ORDERED.**

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25 Dated: _____

26 _____
27 HONORABLE JOAN M. LEWIS
28 SUPERIOR COURT JUDGE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

Exhibit E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JEFF CARD, an individual and on behalf of all
others similarly situated,

Plaintiff,

vs.

JOE'S JEANS, INC., a California Limited
Liability Company; and DOES 1 through 100,
inclusive,

Defendants

CASE NO.: 37-2015-00021834-CU-BT-
CTL (consolidated with CASE NO.: 37-
2015-00000566-CU-BT-CTL)

CLASS ACTION

**FINAL JUDGMENT AND
PERMANENT INJUNCTION**

Judge: Hon. Joan M. Lewis
Dept.: C-65

EINAT NOIMAN, an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

HUDSON CLOTHING, LLC, a California
Limited Liability Company; and DOES 1
through 100, inclusive,

Defendants

1 Plaintiffs Jeff Card, Einat Noiman, and Maya Schulert, individually, and on behalf of all
2 members of the class, and Defendants Joe's Jeans, Inc. (now Differential Brands Group, Inc.)
3 ("Joe's") and Hudson Clothing, LLC ("Hudson") (collectively "Defendants"), through their
4 respective attorneys of record, having stipulated to the entry of this Final Judgment and
5 Permanent Injunction (the "Judgment") without the taking of proof, without trial or adjudication
6 of any fact or law herein, without the judgment constituting evidence of or an admission by
7 Defendants regarding any issue of fact or law alleged in the operative complaints herein, and
8 without Defendants admitting any liability, and good cause appearing therefore:

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

10 This action is brought under California and Federal laws, and this Court has jurisdiction
11 over the allegations and subject matter of the operative complaint in the above-captioned matter
12 on file herein.

13 This Court has personal jurisdiction over the parties to this action, including the Class
14 Members (as defined below).

15 This Judgment has been reviewed by this Court, and this Court finds that it has been
16 entered into in good faith and to be in all respects suitable and equitable.

17 The injunctive provisions of this Judgment are applicable to Defendants only, as well as
18 their past and present parent companies, subsidiaries, divisions; their successors and the assigns
19 of all or substantially all of the assets of their business; their directors, officers, employees,
20 agents, managers, members, and principals (collectively, the "Enjoined Parties").

21 The members of the class are all persons who made a purchase of a Joe's or Hudson's
22 product that was sold with an unqualified "MADE IN USA" or "MADE IN THE USA" label
23 (the "Jeans Products"), from January 7, 2011 to December 31, 2015, for non-commercial use and
24 who did not timely exercise his or her right to opt out of participation in the settlement (the
25 "Class Members").

26 Permanent Injunction. Without admitting any liability or wrongdoing whatsoever,
27 pursuant to California Business and Professions Code Sections 17203 and 17535, the Enjoined
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1 Parties, and each of them, shall be enjoined and restrained from directly or indirectly doing or
2 performing any and all of the following acts or practices: representing, labeling, advertising,
3 selling, offering for sale, and/or distributing any Jeans Products that fail to comply with the
4 California "Made in USA" Statute, the "Textile Act", and the "FTC ACT."

5 Payment to Class Members. Without admitting any liability or wrongdoing whatsoever,
6 Defendants shall distribute to each Class Member, who timely submitted a properly completed,
7 signed claim form, that is not rejected by the Claims Administrator, one (1) Tote Bag, worth
8 \$55.00 each, to the Qualifying Claimant per jeans product purchased by the Claimant (as
9 determined by the Claims Administrator) (up to a total of 15,000 Tote Bags). Defendants also
10 agree to pay an enhancement award to Plaintiffs Einat Noiman, Jeff Card, and Maya Schulert
11 that does not exceed \$5,000.00, per representative plaintiff.

12 Charitable Donation. The remaining balance of Tote Bags (if any) shall be donated to
13 mutually agreeable 501(c)(3) charities whose charter includes assisting consumers.

14 This Court retains jurisdiction for the purpose of enabling any party to this Judgment to
15 apply to this Court at any time for such further orders and directions as may be necessary or
16 appropriate for the construction or carrying out of this Judgment, for the modification of any of
17 the provisions hereof, for the enforcement of compliance herewith, and for the punishment of
18 violations hereof.

19 The parties agree to negotiate in good faith to try to resolve any disputes that may arise
20 relating to this Judgment. The parties further agree that Plaintiffs and/or Class Members shall
21 give Defendants thirty (30) days' notice and an additional reasonable opportunity to resolve any
22 alleged violation before filing an application or other pleading seeking any relief for any
23 purported violation of this Judgment from any other court, tribunal, arbitration panel,
24 commission, agency or before any governmental and/or administrative body, or any other
25 adjudicatory body. Plaintiffs and/or Class Members further agree that they will not take any
26 action to enforce the Permanent Injunction without first meeting and conferring with Defendants
27 and/or their counsel.

28

1 The Permanent Injunction shall apply only to Joe's and Hudson's jeans created and
2 placed on the shelves after the Effective Date.

3 Nothing in this Judgment shall be deemed to permit or authorize any violation of the
4 laws, rules, or regulations of California or otherwise be construed to relieve Defendants of any
5 duty to comply with any applicable laws, rules, or regulations of California.

6 This Judgment is a final resolution and disposition of all those matters, claims, and causes
7 of action alleged in the operative complaints herein. This Judgment shall have a *res judicata*
8 effect that bars Plaintiffs and all Class Members from bringing and asserting any and all actions,
9 claims, demands, rights, suits, and causes of action of any kind or nature whatsoever against
10 Defendants, and each of their present and former parent companies, subsidiaries, affiliates,
11 divisions, purchasers, operators, assignees, predecessors, successors, partners, heirs, executors,
12 administrators, officers, directors, insurers, employees, agents, dealers, retailers, manufacturers,
13 suppliers, packagers, distributors, wholesalers, and legal representatives in addition to all such
14 persons or entities relating to actions or omissions in manufacturing, advertising, marketing,
15 labeling, packaging, promotion, sale and distribution of the Class Products (including but not
16 limited to any act or omission regarding the geographic location that any Class Product, or any
17 component of any Class Product, was manufactured, assembled and/or created) (the "Released
18 Persons"), including damages, costs, expenses, penalties, and attorneys' fees, whether at law or
19 equity, known or unknown, foreseen or unforeseen, developed or undeveloped, direct, indirect or
20 consequential, liquidated or unliquidated, arising under common law, regulatory law, statutory
21 law, or otherwise, based on federal, state, or local law, statute, ordinance, regulation, code,
22 contract, common law, or any other source, or any claim that Plaintiffs or Class Members ever
23 had, now have, may have, or hereafter can, shall or may ever have against the Released Persons
24 in any other court, tribunal, arbitration panel, commission, agency or before any governmental
25 and/or administrative body, or any other adjudicatory body, on the basis of, connected with,
26 arising from or in any way whatsoever relating to actions or omissions in manufacturing,
27 advertising, marketing, labeling, packaging, promotion, sale and distribution of the Products,
28

1 and/or any claims or omissions regarding the geographic location any Product and/or any
2 component of any Product was manufactured, assembled and/or created, from January 7, 2011 to
3 the Effective Date, and any claims arising after the date of final approval which could be asserted
4 based on labels or marketing in existence as of the date of final approval of the Agreement.

5 This Judgment shall take effect immediately upon entry thereof, without further notice to
6 Defendants.

7 The Court finds an attorneys' fees award of \$ _____ to be fair and
8 reasonable and awards same to Class Counsel.

9 The Court also awards Class Counsel the amount of \$ _____ as
10 reimbursement of costs and expenses.

11 The Court further awards Plaintiffs Einat Noiman, Jeff Card, and Maya Schulert an
12 incentive award of \$5,000.00 per representative plaintiff, which the Court finds to be fair and
13 reasonable.

14 The attorneys' fees award, reimbursement of expenses, and the Plaintiff incentive awards
15 shall be paid within ten (10) days of the filing of the notice of entry of Judgment in this Action.

16 The Clerk shall enter this Judgment forthwith.

17 **IT IS SO ORDERED.**

18
19 Dated: _____

20 HONORABLE JOAN M. LEWIS
21 SUPERIOR COURT JUDGE OF CALIFORNIA
22 FOR THE COUNTY OF SAN DIEGO
23
24
25
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27
28

Exhibit F

TO ALL CURRENT JOE'S JEANS AND HUDSON CLOTHING CUSTOMERS

NOTICE OF CLASS ACTION LAWSUIT

IF YOU PURCHASED A JOE'S JEANS PRODUCT OR HUDSON CLOTHING PRODUCT WITH AN UNQUALIFIED "MADE IN USA" LABEL FROM JANUARY 7, 2011 TO DECEMBER 31, 2015, YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. PLEASE READ THIS NOTICE CAREFULLY.

1. As part of a pending proposed settlement (the "Proposed Settlement"), the Superior Court of California, for the County of San Diego, certified the *Joe's Jeans, Inc.*, and *Hudson Clothing, LLC* cases as a class actions and approved this notice. The lawsuits contend that Joe's Jeans, Inc. (now Differential Brands Group, Inc.) ("Joe's") and Hudson Clothing, LLC ("Hudson") (collectively "Defendants") misrepresented the country of origin of its Current Joe's and Hudson products by claiming that the product was "Made in USA" when it contained foreign-made component parts.

2. Defendants will revise their labeling. Accordingly, the relevant Class Period in this matter is from January 7, 2011 to December 31, 2015.

3. As part of the Proposed Settlement, if you made a purchase, in the United States, a Joe's or Hudson's product labeled with an unqualified "MADE IN USA" or "MADE IN THE USA" label, from January 7, 2011 to December 31, 2015, you may be entitled to receive one (1) Tote Bag, worth \$55.00 each, to the Qualifying Claimant, per jeans product, purchased by claimant.

4. You have the right to exclude yourself from the class. If you exclude yourself, your claims against Joe's and/or Hudson will not be resolved in this lawsuit and you will retain your right to separately pursue your claims at your own cost. You will not be bound by any judgment, rulings or orders in this case. However, if you exclude yourself, you will not receive your Tote Bag.

5. Please go to <http://hudsonjeanssettlement.com/> and/or [www.joesjeanssettlement.com](http://joesjeanssettlement.com) for more information about how to submit a claim form to receive the Tote Bag as detailed above or to exclude yourself, including a more detailed, five-page class notice. You can also call the attorney for Plaintiff and Class Members (Camille Joy DeCamp of Del Mar Law Group, LLP) at 858.793.6244 for additional information.

6. Joe's and Hudson deny all allegations of wrongdoing and disclaims any liability with respect to any and all claims in the lawsuit. Nothing in the Proposed Settlement shall constitute an admission of liability or be used as evidence of liability, by or against the Plaintiffs, or Joe's or Hudson.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION OR ADVICE.