

NOTICE OF PROPOSED CLASS SETTLEMENT

To: Any and all persons who, from June 9, 2005 through May 31, 2007, sought a credit card refund at any Abercrombie & Fitch or J.M. Hollister retail store in California, and who were given a form with spaces specifically designated for the customer's address and telephone number to fill out and sign during the processing of their credit card refund transaction, or from whom such information was otherwise requested or recorded.

IMPORTANT - PLEASE READ THIS NOTICE CAREFULLY

An action is currently pending in the Superior Court of the State of California for the County of Los Angeles (the "Court") entitled *Morris v. Abercrombie & Fitch, Co., et al.*, Case No. BC 353693 (the "Consumer Lawsuit"). As a result of a proposed settlement of the Consumer Lawsuit, you may be entitled to share in the benefits made available to those persons described above. This notice explains the nature of the lawsuit and the general terms of the proposed settlement, and informs you of your legal rights and obligations.

WHAT IS THE CONSUMER LAWSUIT ABOUT?

The plaintiff in the Consumer Lawsuit filed a class action lawsuit against Abercrombie & Fitch Stores, Inc. and J.M. Hollister, L.L.C. (collectively "Abercrombie & Fitch") on behalf of himself and those persons described above. The Consumer Lawsuit alleges that Abercrombie & Fitch violated California law by using a form with spaces designated for the customer's address and telephone number to process credit card refund transactions at Abercrombie & Fitch retail stores throughout California in violation of California law. Abercrombie & Fitch denies that its practices violated California law or any other law or regulation in any way, and maintains that all forms used to process credit card refunds complied with California law. However, to avoid the expense, inconvenience and interference with its business operations created by the Consumer Lawsuit, Abercrombie & Fitch has concluded that it is in its best interests to settle the Consumer Lawsuit on the terms summarized in this Notice. The settlement was reached through lengthy negotiations between the parties.

WHO IS INCLUDED IN THIS CLASS ACTION?

For settlement purposes only, the Court has certified a class of persons affected by this action ("Class Members" or "the Class") to be defined as follows:

Any and all persons who, from June 9, 2005 through May 31, 2007, sought a credit card refund at any Abercrombie & Fitch retail store in California, and who were given a form with spaces specifically designated for the customer's address and telephone number to fill out and sign during the processing of their credit card refund transaction, or from whom such information was otherwise requested or recorded.

WHAT DOES THE PROPOSED SETTLEMENT OFFER?

The Court has granted preliminary approval of the proposed settlement. If the settlement is granted final approval by the Court, Class Members will receive the following benefits: (1) Abercrombie & Fitch has discontinued the practice challenged in the Consumer Lawsuit in its California Abercrombie & Fitch stores; and (2) Abercrombie & Fitch has agreed to provide all Class Members who have not chosen to opt-out of the settlement with a Gift Card entitling Class Members to \$5.00 off any purchase at any Abercrombie & Fitch Stores, Inc. or Hollister store (as applicable) in California. Each Class Member is entitled to receive one Gift Card regardless of the number of credit card refund transactions completed by the Class Member during the stated time period. Each Gift Card is subject to the terms and conditions stated thereon. If the settlement is granted final approval by the Court, Abercrombie & Fitch and its parents, subsidiaries and affiliated companies will be released from any and all claims of Class Members that were brought, or could have been brought, in the Consumer Lawsuit.

ATTORNEYS' FEES, COURT COSTS AND LITIGATION EXPENSES

Abercrombie & Fitch has also agreed that if the settlement is granted final approval by the Court, Abercrombie & Fitch will pay Class Counsel's reasonable attorneys' fees, litigation expenses and court costs in an amount to be determined by the Court, upon application to be filed by Class Counsel, up to a maximum aggregate limit of one hundred and fifty thousand dollars (\$150,000). Because the fees will be paid by Abercrombie & Fitch in addition to the benefits provided to the Settlement Class, the amount and payment of attorneys' fees, court costs and litigation expenses will not affect the benefits provided to the Settlement Class. Abercrombie & Fitch will also pay a total of thirty-five hundred dollars (\$3,500) to the Class Representative for undergoing the burden and expense of litigation.

WHAT ARE MY OPTIONS?

If you are a Class Member, you have the following choices under the proposed settlement:

1. If you would like to be included in the settlement and are a member of the Class, you will receive the benefits of the settlement provided you comply with the terms and conditions set forth in the Section of this Notice entitled "What Do I Do To Claim a Recovery?" You need not take any other action to be bound by the settlement if it is approved by the Court.
2. Under California law, if you are a member of the Settlement Class, you have the right to be excluded from the Class. You may exclude yourself from the proposed settlement, in which case you will not be bound by the settlement and will not receive any of the benefits of the settlement provided to Class Members. To do so, you must submit a letter or postcard postmarked no later than August 14, 2007, with your name, address and telephone number and the following statement: "I want to be excluded from the plaintiff Settlement Class in Morris v. Abercrombie & Fitch, Co., et al., Los Angeles Superior Court Case No. BC 353693" to the Claims Administrator and Class Counsel at the following addresses:

A&F Settlement Administrator
c/o Class Action Administration, Inc.
PO Box 6848
Broomfield, CO 80021-0015.

BLUM/COLLINS, LLP
707 Wilshire Blvd., Suite 4880
Los Angeles, California 90017

TO BE CONSIDERED VALID, A REQUEST FOR EXCLUSION MUST SET FORTH ALL OF THE INFORMATION SET FORTH ABOVE AND MUST BE TIMELY RECEIVED.

3. If you do not request exclusion, you may still object to the proposed settlement. You may also move to appear in the action.

If you wish to object, you must do so in writing. The objection must include: (a) your complete name, telephone number and current residence and business address (giving the address of any lawyer who represents you is not sufficient); (b) a statement under penalty of perjury that you fall within the definition of the class; and (c) each ground for comment or objection and any supporting papers you wish the Court to consider (i.e., a mere statement that “I object” will not be considered sufficient). If your objection is rejected, you will be bound by the final judgment just as if you had not objected.

You or your personal attorney may attend the hearing for final approval of the settlement 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 must also state “**I intend to appear at the hearing.**” Only Class Members, or their attorneys, who have submitted a timely written objection, will have their objections considered by the Court, or be heard at the hearing.

To be considered, a written objection and/or notice of intent to appear at the Final Approval Hearing must state the case name and number, the grounds for the objection as set forth above, and be filed with the Court, located at 111 North Hill Street, Los Angeles, California 90012, and served on the parties at the addresses below no later than August 14, 2007:

Steven A. Blum, Esq.
Blum/Collins, LLP
707 Wilshire Blvd, Ste. 4880
Los Angeles, CA 90017

John L. Landolfi, Esq.
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
Columbus, OH 43215

Class Members who do not timely make their objections to this settlement will be deemed to have waived all objections and shall not be permitted to be heard at the hearing on the settlement. If you appear through counsel, however, you will be personally responsible for your attorney’s fees and costs.

WHAT DO I DO TO CLAIM A RECOVERY?

You must fully complete the attached Claim Form and mail it to the Claims Administrator by August 14, 2007, at the following address:

Abercrombie & Fitch and J.M. Hollister; Morris Action Claim Request
A&F Settlement Administrator
c/o Class Action Administration, Inc.
PO Box 6848
Broomfield, CO 80021-0015.

If the Claims Administrator determines from the information contained on the Claim Form, or otherwise, that you are a Class Member, you will receive the benefits of the settlement provided to Class Members if the settlement is approved by the Court.

HEARING ON PROPOSED SETTLEMENT

A final hearing will be held before the Honorable Judith Chirlin on September 25, 2007 at 8:30 a.m. to determine whether the proposed settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Department 19 of the Superior Court of the State of California for the County of Los Angeles, located at 111 North Hill Street, Los Angeles, California 90012.

FINAL JUDGMENT AND RELEASES TO BE ENTERED

If the proposed settlement is approved by the Court, a Judgment will be entered by the Court which will dismiss with prejudice the Consumer Lawsuit as against all released Class Members that have not been excluded from the settlement by the procedures set forth in this notice and shall bar all Class Members from prosecuting any and all released claims against the released parties. In addition, in accordance with the terms of the settlement agreement, all Class Members are deemed to have waived any rights pursuant to Cal. Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor." All Class Members are further deemed to fully understand that the facts upon which the settlement is executed may be found hereafter to be other than or different from the facts now believed by Class Members and their attorneys to be true and expressly accept and assume the risk of such possible difference in facts and agree that the settlement shall remain effective notwithstanding any such difference in facts.

OPPORTUNITY TO REVIEW THE COURT PAPERS

The above description of the Consumer Lawsuit and the proposed settlement is a summary. For more detailed information you may inspect the court files by visiting the office of the Clerk of the Court for the Superior Court of the State of California County of Los Angeles, located at 111

North Hill Street, Los Angeles, California 90012. The Clerk will make the file relating to the Consumer Lawsuit available to you for inspection and copying at your own expense.

**PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT
REGARDING THIS ACTION OR PROPOSED SETTLEMENT**

CONSUMER LAWSUIT CLAIM FORM

YOU MUST COMPLETE, SIGN AND MAIL THIS CLAIM FORM BY FIRST CLASS MAIL OR EQUIVALENT, POSTAGE PREPAID, POSTMARKED ON OR BEFORE AUGUST 14, 2007, ADDRESSED AS FOLLOWS TO RECEIVE A RECOVERY.

MAIL TO:

ABERCROMBIE & FITCH AND J.M. HOLLISTER; MORRIS ACTION CLAIM REQUEST
A&F SETTLEMENT ADMINISTRATOR
C/O CLASS ACTION ADMINISTRATION, INC.
PO BOX 6848
BROOMFIELD, CO 80021-0015.

INSTRUCTIONS:

1. Class Members must complete, sign and mail the Claim Form to the Claims Administrator, at the above address on or before August 14, 2007 to share in the recovery.
2. If you move, please send the Claims Administrator your new address.
3. While no supporting documentation is required at this time, if any such documentation is required, it will be requested of you at a later time.

Please Type or Print:

Name (First Middle Last)

Street Address, City, State, Zip Code

Approximate date(s) of credit card refund

Form of Payment (AMEX, Visa, etc.)

Store name ("Abercrombie" or "Hollister")
and location where refund was requested

Amount of Refund

I certify that the information contained on this form is true and correct.

Date: _____

(Sign your name here)

Abercrombie & Fitch and J.M. Hollister use their customer databases to prevent fraud, send special offers, discounts, coupons and other promotional materials to existing customers. The purpose of this database is to, among other things, promote customer loyalty and identify consumer preferences regarding products. You do not need to check this box in order to receive a Gift Card.

☐ By checking this box, I hereby affirm that I would like to be removed from the customer databases maintained by Abercrombie & Fitch and J.M. Hollister and as such, I will no longer receive special offers, discounts, coupons, and other promotional materials available to customers in these databases.