

FILED
Clerk of the Superior Court

OCT -3 2025

By: A. Wagoner

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

CHRISTINA CALCAGNO, on behalf of herself
and all others similarly situated,

Plaintiff,

vs.

KIPLING APPAREL CORP., a Delaware
Corporation, and DOES 1-50, inclusive,

Defendants.

Case No. 25CU000125N

[E-FILE]

CLASS ACTION

~~[PROPOSED]~~ FINAL JUDGMENT

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement entered between Christina Calcagno ("Plaintiff") and Kipling Apparel Corporation ("Defendant") and the Court's Order Granting Final Approval of Class Settlement.

IT IS SO ORDERED AND ADJUDGED THAT:

1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification, for purposes of Settlement only, of a Class defined as: All persons within the United States, who, within the Class Period (December 8, 2019, to May 29, 2025), purchased from Kipling's California Outlet Stores, one or more products at discounts from an advertised reference price and who have not received a refund or credit. Excluded from the Settlement Class are Kipling Counsel, Kipling officers, directors and employees, and the judge presiding over the Action.

2. All persons who satisfy the Class definition above are "Class Members." However, persons who timely submitted valid requests for exclusion are not Class Members.

1 3. In the Order Granting Final Approval of Class Settlement, the Court found that notice of
2 the Settlement Agreement and Release ("Settlement Agreement") was provided to Class Members by
3 email for Class Members for whom Defendant had a valid email address, Digital Publication Notice,
4 Settlement Website, and In-Store Publication Notice in compliance with Section 3.3 of the Settlement
5 Agreement, California Rules of Court, Rules 3.766 and 3.769(f), and due process.

6 4. Plaintiff Christina Calcagno is awarded \$2,500 as an Individual Settlement Award.

7 5. Class Counsel (Lynch Carpenter, LLP) is awarded \$600,000 in attorneys' fees and costs.

8 6. To each Class Member who either (i) received direct notice via email and did not timely
9 request exclusion from or objected to the Settlement or (ii) submitted a timely and valid Claim Form and
10 did not timely request exclusion from or objected to the Settlement, Defendant shall issue one Merchandise
11 Voucher pursuant to Sections 2.2 and 2.3 of the Settlement Agreement, which is incorporated herein.

12 7. Plaintiff and all Class Members who did not validly and timely request to be excluded from
13 the Settlement, and each of their respective successors, assigns, legatees, heirs, and personal
14 representatives, shall waive and forfeit, and be deemed to have fully, finally and forever released and
15 discharged all manner of action, causes of action, claims, demands, rights, suits, obligations, debts,
16 contracts, agreements, promises, liabilities, damages, charges penalties, losses, costs, expenses, and
17 attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which
18 they have or may have, arising out of, or relating to, any of the acts, omissions or other conduct by Kipling
19 that has been, or could have been, alleged in connection with Plaintiff's claims related to the advertisement
20 of purported pricing discounts by Kipling, or any of its subsidiaries or affiliates (collectively, "Released
21 Claims") against Defendant and each of its direct or indirect parents (including but not limited to VF
22 Corporation), members, wholly or majority-owned subsidiaries, affiliated and related entities (including
23 but not limited to VF Services, LLC and VF Outdoor, LLC), predecessors, successors and assigns,
24 partners, privities, divisions, and any of their present and former directors, officers, employees,
25 shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through,
26 under, or in concert with it, or any of them. (collectively "Released Parties").

27 In addition, Plaintiff, and each of Plaintiff's respective successors, assigns, legatees, spouses, heirs,
28 and personal representatives, expressly waives and relinquishes, to the fullest extent permitted by law, the

1 provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision
2 under federal or state law, which provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
4 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
5 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE REALASE**
6 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
7 **AFFECTED HIS OR HER SETTLMENT WITH THE DEBTOR OR RELEASED**
8 **PARTY.**

9 As part of this agreement, Plaintiff and the Class Members state that they fully understand that the
10 facts on which the Settlement Agreement is to be executed may be different from the facts now believed
11 by Plaintiff, Class Members, and Class Counsel to be true, and expressly accept and assume the risk of
12 this possible difference in facts and agrees that the Settlement Agreement will remain effective despite
13 any difference in facts. Further, Plaintiff and the Class Members agree that this waiver is an essential and
14 material term of this release and the Settlement that underlies it, and that without such waiver the
15 Settlement would not have been accepted.

16 8. All Class Members are bound by this Final Judgment, by the Order Granting Final
17 Approval of Class Settlement, and by the terms of the Settlement Agreement.

18 NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the Clerk
19 to enter this Final Judgment forthwith.

20 DATED: OCT - 3 2025



HON. WILLIAM Y. WOOD
SAN DIEGO SUPERIOR COURT JUDGE