BRYAN SCHWARTZ (SBN 209903)
BRYAN SCHWARTZ LAW
180 Grand Avenue, Suite 1550
Oakland, CA 94612
Tel.: 510-444-9300
FAX: 510-444-9301
Email: Bryan@BryanSchwartzLaw.com

Attorney for Individual and Representative Plaintiffs

MARTIN K. DENISTON (SBN 106737)
DANIEL H. LEE (SBN 217001)
WILSON, ELSER, MOSKOWITZ,
EDELMAN & DICKER LLP
555 South Flower Street Suite 2900
Los Angeles, CA 90071
Telephone: (213) 443-5100
Facsimile: (213) 443-5101
Email: Daniel.Lee@wilsonelser.com
Martin.Deniston@wilsonelser.com

Attorneys for Defendants,
SAMSONITE COMPANY STORES, INC. (now known as Samsonite Company Stores, LLC) and SAMSONITE CORPORATION (now known as Samsonite LLC)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

ROSALIE PEARSON and DENNIS NEWSHAM, individually, on behalf of others similarly situated, and on behalf of the general public, Plaintiff(s), v. SAMSONITE COMPANY STORES, INC., SAMSONITE CORPORATION, and DOES 1 – 50, inclusive, Defendant(s).	Case No. CV 09-01263 JSW **JOINT STIPULATION OF SETTLEMENT AND RELEASE BETWEEN PLAINTIFFS AND DEFENDANTS** Judge: Hon. Jeffrey S. White Courtroom: 11, 19th Floor Date Action Filed: March 24, 2009

Subject to the approval of the United States District Court for the Northern District of California ("Court") and pursuant to 29 U.S.C. §216(b) of the federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA") and state laws of California and New York, the parties agree to the following Stipulation of Settlement and Release ("Stipulation of Settlement").

WHEREAS, on March 24, 2009, Plaintiffs Rosalie Pearson and Dennis Newsham filed an opt-in collective action and California and New York opt-out Fed.R.Civ.P. 23 ("Rule 23") class action (together, the "Court Action") against Samsonite Company Stores, Inc, and Samsonite Corporation (collectively referred to as "Samsonite") in this Court on behalf of themselves and Store Managers nationwide, alleging overtime and other wage and hour violations; and

WHEREAS, five additional individuals named Patrick Thornton, Roberta Conn, Patricia Shaker, Juan Gaviria, and Ana Contreras subsequently joined this action as "opt-in" plaintiffs under 29 U.S.C. §216(b);[1] and

WHEREAS, Defendant has denied and continues to deny each of the claims and contentions alleged by Plaintiffs in the Court Action, denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Court Action, believes that it has valid defenses to Plaintiffs' claims, contends that all of its employees have been compensated in compliance with the law, and that its conduct was not willful with respect to the classification of employees as exempt; and

WHEREAS, Samsonite attests that it has, as of the time of this agreement, reclassified all Store Managers nationwide to be non-exempt; and

[1] A ~~fifth~~ sixth individual, Thomas Upham, opted-in, but later withdrew, after it was later determined he was ineligible based on an expired statute of limitations.

WHEREAS, in Department of Labor (DOL) case number 1444551, in January 2007, Samsonite reached a settlement with the DOL that affects the scope of the alleged claims of former and current Samsonite employees who were employed by Samsonite in a Store Manager position at any time before October 29, 2006 (*see* Exhibit J, attached hereto); and

WHEREAS the settlement approved by the DOL and Samsonite's reclassification of all Store Managers since that time drastically reduce the potential scope of the class and the relief putative class members may seek in the instant case; and

WHEREAS Samsonite Company Stores, Inc., declared Chapter 11 bankruptcy in September 2009, which created uncertainty for the parties, both in terms of Plaintiffs' potential recovery, and in terms of Samsonite Company Stores' ability to timely emerge from bankruptcy, according to the company's bankruptcy plan, if this matter remains pending and unresolved; and

WHEREAS the parties reached a Court-approved stipulation that the statutes of limitations regarding all putative class members' claims are tolled effective the date of the bankruptcy declaration, September 2, 2009, and hereby agree that tolling as to all putative class and collective action members shall extend until thirty days after Final Approval of this Stipulation of Settlement, or until this agreement is declared void as provided herein (in the unlikely event such were to occur); and

WHEREAS, the parties agree that, in response to this suit, Samsonite sought and obtained releases from a sub-group of 30 of the otherwise eligible Store Managers, which were never approved by the DOL or any court, and Samsonite paid these individuals $116,251.08, which will be off-set against the amounts these individuals would otherwise be paid through this Stipulation of Settlement, to avoid a windfall to these individuals; and

WHEREAS the parties will file, contemporaneously with the filing of this Stipulation of Settlement, a Joint Motion for Preliminary Approval of Stipulation of Settlement; and

WHEREAS, counsel for the parties vigorously pursued the rights of their clients and their positions in the remaining disputed issues between Samsonite and the putative class, through extended legal and factual analysis and exchanges of discovery, including a host of depositions, over more than a six-month period, and have engaged in good faith, arms-length negotiations regarding settlement before, during, and after two full days of mediation through this Court's ADR program; and

WHEREAS, Plaintiffs' counsel, acting in the best interests of Rosalie Pearson and Dennis Newsham ("Representative Plaintiffs") wish to resolve this matter in a fair and cost-effective method that benefits the Representative Plaintiffs and all Plaintiffs without the expense, delay, diversion, and risk of protracted and complex litigation; and

WHEREAS, Samsonite desires to avoid the expense, burden, diversion, and risk of protracted litigation and wishes to put to rest all controversy between the Representative Plaintiffs, all Plaintiffs and Samsonite relating to wage and hour compliance matters; and

WHEREAS, the parties agree that the Court shall certify the FLSA and Rule 23 classes solely for the purpose of implementing the settlement provided for by this Stipulation of Settlement. Should for whatever reason the Settlement not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and this Stipulation of Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in any other lawsuit under any circumstance. Samsonite expressly reserves its right to oppose class and collective action certification should this Settlement not become final; and

WHEREAS, the parties and their attorneys agree to cooperate and take all steps necessary and appropriate to encourage maximum participation by Plaintiffs in this agreement and to dismiss this action with prejudice.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED among the parties, through their attorneys, subject to the approval of the Court, that the Court Action shall be compromised, settled, released and dismissed with prejudice, upon and subject to the following terms and conditions:

I. EXHIBITS

The following Exhibits are attached to, and referenced within, this Stipulation:

Exhibit A: Current Representative and Opt-in Plaintiffs and Effective Dates of Opting In

Exhibit B: FLSA, California, and New York Putative Plaintiffs

Exhibit C: Store Managers Opting-In after Preliminary Approval (document to be provided per the Timeline described, *infra*)

Exhibit D: Settlement Allocations to Plaintiffs (includes Store Managers classified as exempt during the Covered Period who did not waive all rights to claims for such period in the DOL settlement)

Exhibit E: Draft Order Granting Preliminary Approval of Settlement and Granting Collective and Class Action Certification

Exhibit F: Notice of Settlement of Class and Collective Action

Exhibit G: Sample Settlement Offer and Release to Class and Collective Action Plaintiff, Including Opt-In/Claim Form

Exhibit H: Notice to Representative and Current Opt-In Plaintiffs Regarding Settlement of Class and Collective Action and Release

Exhibit I: Draft Final Order for Approval of Settlement and Dismissal

Exhibit J: DOL Settlement Affecting Scope of Claims

II. DEFINITIONS

For purposes of this agreement, the following definitions shall apply, in addition to the definitions set forth in later Sections of this agreement:

a. “Representative Plaintiffs” shall mean Rosalie Pearson and Dennis Newsham.

b. “Samsonite” shall mean Defendants, Samsonite Company Stores, Inc., and Samsonite Corporation, which changed their names to Samsonite Company Stores, LLC and Samsonite LLC, respectively, some time after the present lawsuit was filed.

c. "Opt-In" shall mean a Plaintiff, other than a Representative Plaintiff, who worked as a Store Manager classified as exempt outside the Rule 23 States during the Covered Period, and who either: (i) already exercised his or her right under Section 16 of the FLSA, 29 U.S.C. §216(b), to file a Plaintiff Consent Form to join in the Court Action, and is listed in Exhibit A to this agreement; or (ii) exercises his or her right to opt-in during the ninety (90) day period following mailing of the Settlement Offer and Release to Class and Collective Action Plaintiff, Including Opt-in/Claim Form (Exh. G). All of the opt-ins as of the date of this agreement, and the effective dates of their opting-in, are listed on Exhibit A. Exhibit C is intended to be a document listing all opt-ins that will be filed by Class Counsel after the 90-day opt-in period for opting-in has concluded. See timeline, *infra*.

d. “Rule 23 States” include California and New York.

e. “Class Plaintiffs” shall mean employees of Defendant who worked as Store Managers classified as exempt during the Covered Period in the Rule 23 States, who are not Representative Plaintiffs or Opt-Ins, who do not validly and timely elect to opt-out of this case during a ninety (90) day period following service of the Settlement Offer, who did not waive all claims available under this agreement as part of the DOL settlement.

f. "Plaintiff" and "Plaintiffs" shall mean the Plaintiffs described in Sections II.a, II.c, II.d, and II.e, or any of them.

g. "Potential Plaintiffs" shall mean all actual and potential Settlement Class members, including those individuals who do not opt-in, and those who opt-out in Rule 23 states.

h. "Covered Period" or "Statutory Period" shall mean the period from:
(i) March 24, 2005 to the date each Plaintiff was reclassified as non-exempt, for Rosalie Pearson and Rule 23 Plaintiffs who worked in California;
(ii) March 24, 2003 to the date each Plaintiff was reclassified as non-exempt, for Dennis Newsham and Rule 23 Plaintiffs who worked in New York; and
(iii) September 2, 2006 (three years prior to the date the statute of limitations in this matter was tolled) to the date each Plaintiff was reclassified as non-exempt, for Opt-Ins except Roberta Conn, whose statutory period shall be from May 7, 2006 to the end of her employment.

i. "Settlement Class" includes all Representative Plaintiffs, Opt-Ins, and Class Plaintiffs.

j. "Compensable Work Weeks" shall mean all weeks worked by each member of the Settlement Class in the Store Managers during the Covered Period, regarding which liability was not waived in a DOL-approved release.

k. "Court Action" shall mean the action entitled, *Pearson, et al. v. Samsonite Company Stores, Inc., et al.,* Case No. CV 09-01263 (JSW) filed on March 24, 2009 in the United States District Court for the Northern District of California.

l. "Order" shall mean the Order Granting Preliminary Approval of Settlement attached as Exhibit E, or a similar preliminary approval order executed by the Court.

m. "Parties" shall mean the Plaintiffs and Samsonite.

n. "Plaintiffs' Counsel" or "Class Counsel" shall mean the law firm of Bryan Schwartz Law, 180 Grand Avenue, Ste. 1550, Oakland, California, 94612.

o. "Regular Hourly Rate" shall mean a Plaintiff's base hourly wage rate for purposes of calculating his or her overtime premium pursuant to the FLSA, California, and New York law, taking into account (based on available data) his/her average salary, plus actual commissions or, if unavailable, 11.74% commissions (the estimated median for the class, based on available data).

p. "Settlement Offer and Release" shall mean Exhibits G and H, forms by which Plaintiffs will be offered an amount based on calculations (described below). The forms provide an offer of settlement in a specific, minimum amount as calculated pursuant to the Stipulation of Settlement, sets forth Plaintiff's options to accept or reject the offer and withdraw or request to be excluded from the action by opt-out, and explains that to collect the Settlement Offer, Plaintiffs who have not already done so will be required to file a claim/opt-into the FLSA action and release any and all claims against the Released Parties, as described *infra*.

q. "Settlement Effective Date" shall mean the day after the date of the entry by the Court of an Order and Final Judgment, similar in substance to the form set forth in Exhibit J annexed hereto, or, in the event that the Court enters an order and final judgment in a form materially different from than that provided in Exhibit I (*i.e.*, an "Alternative Judgment") and none of the Parties hereto, through their counsel, elect to terminate this Stipulation of Settlement as provided herein, the date that such Alternative Judgment becomes final and no longer subject to appeal or review. The Settlement Effective Date will not be affected by any appeal or review that involves solely the amount of the award of attorney fees, litigation costs, or Plaintiffs' enhancements, as described *infra*, or by any Disputes, as described *infra*.

r. "Released Parties" shall mean Samsonite and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and its and their respective successors and predecessors in interest (including but not limited to Samsonite LLC and Samsonite Company Stores, LLC), subsidiaries, affiliates, parent companies and attorneys and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, agents, and any individual or entity which could be jointly liable with Samsonite.

s. "Preliminary Approval Date" shall mean the date upon which the Court enters an order preliminarily approving the terms of this Stipulation of Settlement and granting collective action and class certification.

t. "Settlement Administrator" means such entity or individual that the parties mutually agree shall serve as Settlement Administrator.

u. "Work Week" shall mean the seven-day period beginning at 12:01 a.m. on a Monday and ending at midnight on the following Sunday, in which a Plaintiff performed full-time or part-time work for Samsonite as a Store Manager during the Covered Period.

III. NO ADMISSION OF LIABILITY AND INADMISSIBILITY OF THIS AGREEMENT

a. Samsonite has denied and continues to deny each of the claims and contentions alleged by Plaintiffs in the Action. Samsonite has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Complaint. Samsonite also has denied and continues to deny, inter alia, the allegations that the Plaintiffs have suffered damage; that Samsonite misclassified any of the Plaintiffs as exempt from overtime; that Samsonite failed to compensate Plaintiffs for all hours worked, including overtime hours, in accordance with California, New York and federal law; that Samsonite failed to provide meal breaks and/or rest periods, and/or vacation time, in accordance with applicable law; that Samsonite failed to compensate Plaintiffs all amounts due; that Samsonite engaged in any unlawful, unfair or fraudulent business practices; that Samsonite engaged in any wrongful conduct as alleged in the Complaint; or that the Plaintiffs were harmed by the conduct alleged in the Complaint.

b. Nothing contained in this Stipulation of Settlement or any documents referred to or contemplated herein, nor any action taken to carry out this agreement, shall be construed or deemed an admission, concession or indication of fault, liability, damages, culpability, negligence, or wrongdoing on the part of the Released Parties. Samsonite, for itself and the Released Parties, denies any fault, liability or wrongdoing of any kind associated with the claims alleged in the Complaint, and further contends that, for any purpose other than settlement, this action is not appropriate for class treatment.

c. This Stipulation of Settlement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of this Stipulation of Settlement.

IV. CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

The parties agree that their requests for certification of a collective action and of a class action in California and New York (see Exhibit E) are for settlement purposes only, and that their requests are inadmissible in this or any other proceeding to prove that collective action and/or class certification for any purpose other than settlement is appropriate.

V. SETTLEMENT CLASS

For settlement purposes only, the parties stipulate to, and request that the Court certify the following classes (see Exhibit E):

a. a FLSA Collective Class, to include all who file opt-in forms within 90 days of receiving notice;

b. a Rule 23 class for California; and

c. a Rule 23 class for New York.

VI. RELEASE BY THE REPRESENTATIVE PLAINTIFFS

In consideration for any payments to the Representative Plaintiffs as an enhancement for their service as the Representative Plaintiffs, for any and all retaliation claims they might possess up to the date of the execution of this Stipulation of Settlement, and payments to which they are entitled as members of the Settlement Class (see *infra*), Representative Plaintiffs make the following general release: Representative Plaintiffs release the Released Parties from all claims, demands, rights, liabilities, and causes of action known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any and all claims, demands, rights, liabilities, and causes of action, whether at law or in equity, including claims under federal, state and/or local wage and hour laws, whether known or unknown ("Unknown Claims"), asserted or unasserted, by Representative Plaintiffs in the Settlement Class arising before, during, or since the Covered Period, to the date of this agreement, whether in the nature of claims for damages, liquidated damages, punitive damages, unpaid wages, premium pay, waiting-time penalties, interest, attorney's fees, or injunctive relief or other penalties that were or could have been asserted out of, relating to, or in connection with any:

a. improper classification of a Plaintiff as exempt;

b. failure to provide overtime wages when due;

c. failure to provide timely or accurate final paychecks, statements of earning, or compensable time worked;

d. failure to provide meal or rest periods or payments in lieu thereof;

e. failure to make or keep records of time worked;

f. failure to provide appropriate levels of paid vacation based on the understood terms of employment;

g. retaliation for bringing protected wage claims; and

h. unfair business practices arising from any of a. through g. above.

("Representative Plaintiffs' Released Claims").

VII. RELEASE BY OPT-IN PLAINTIFFS

Excluding only those Settlement Class members who fail to opt-in, or who opted-in but file with the Court an effective withdrawal of their consent to participate in this action prior to ninety (90) days after the Settlement Offer is mailed, the Court's entry of this Joint Stipulation of Settlement and the Final Approval of the Settlement and Dismissal shall release and forever discharge Released Parties, from any and all claims, demands, rights, liabilities, and causes of action, whether at law or in equity, including claims under federal, state and/or local wage and hour laws, whether known or unknown ("Unknown Claims"), asserted or unasserted, by Opt-In Plaintiffs in the Settlement Class arising before, during, or since the Covered Period, to the date of this agreement, whether in the nature of claims for damages, liquidated damages, punitive damages, unpaid wages, premium pay, waiting-time penalties, interest, attorney's fees, or injunctive relief or other penalties that were or could have been asserted out of, relating to, or in connection with any:

a. improper classification of a Plaintiff as exempt;

b. failure to provide overtime wages when due;

c. failure to provide timely or accurate final paychecks, statements of earning, or compensable time worked;

d. failure to provide meal or rest periods or payments in lieu thereof;

e. failure to make or keep records of time worked;

f. failure to provide appropriate levels of paid vacation based on the understood terms of employment; and

g. unfair business practices arising from any of a. through f. above.

("Opt-Ins' Released Claims").

VIII. RELEASE BY CLASS PLAINTIFFS

Excluding only those Class Plaintiffs who serve an effective request to opt-out of this action prior to ninety (90) days after the Settlement Offer is mailed, rejecting the Settlement Offer pursuant to this Stipulation of Settlement, the Court's entry of this Stipulation of Settlement and the Final Order shall release and forever discharge the Released Parties from any and all claims, demands, rights, liabilities, and causes of action, whether at law or in equity, including claims under federal, state and/or local wage and hour laws, whether known or unknown ("Unknown Claims"), asserted or unasserted, by Class Plaintiffs in the Settlement Class, arising before, during, or since the Covered Period, to the date of this agreement, whether in the nature of claims for damages, liquidated damages, punitive damages, unpaid wages, premium pay, waiting-time penalties, interest, attorney's fees, or injunctive relief or other penalties that were or could have been asserted out of, relating to, or in connection with any:

a. improper classification of a Plaintiff as exempt;

b. failure to provide overtime wages when due;

c. failure to provide timely or accurate final paychecks, statements of earning, or compensable time worked;

d. failure to provide meal or rest periods or payments in lieu thereof;

e. failure to make or keep records of time worked;

f. failure to provide appropriate levels of paid vacation based on the understood terms of employment; and

g. unfair business practices arising from any of a. through f. above.

("Rule 23 Settlement Class' Released Claims").

IX. GENERAL RELEASE

The Representative Plaintiffs' Released Claims, the Opt-Ins' Released Claims, and the Rule 23 Settlement Class' Released Claims include any unknown claim, relating to the allegations raised in this lawsuit, that Plaintiffs do not know or suspect to exist in their favor at the time of the respective release, which, if known by them, might have affected their settlement with, and release of, the Released Parties or might have affected their decision not to object to this Settlement. Plaintiffs stipulate and agree that, upon the Effective Date, as to the allegations raised in this lawsuit, Plaintiffs shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

X. SETTLEMENT AMOUNT

a. In consideration for the actions and releases of the Settlement Class described herein, and in accordance with all other provisions of this agreement, the total sum of $850,000 ("Settlement Amount") shall be paid on behalf of Samsonite to resolve all claims in this case, to administer those claims, and to satisfy all claims for attorneys' fees and costs. The Settlement Amount will be deposited by Samsonite with the Settlement Administrator by no later than December 31, 2009. The Settlement Amount includes the amounts for payments to the Settlement Class; for the attorneys' fees, costs and expenses of Class Counsel incurred to date, as well as all such fees and costs incurred in documenting the settlement, securing court approval of the settlement, administering portions of the settlement, and obtaining a dismissal of the action; any enhancement paid to the class representatives; and all costs of administration, including the costs of any Settlement Administrator.

b. After the present lawsuit was filed, Samsonite entered into separate settlement agreements with certain members of the Potential Plaintiffs and already paid to those Potential Plaintiffs a total amount of $116,251.08. The parties agree that the $116,251.08 amount has already been paid by Samsonite, and that neither Samsonite nor the Released Parties are obligated to pay any additional consideration to the Potential Plaintiffs under or resulting from this Stipulation of Settlement other than the total Settlement Amount of $850,000.

c. The Settlement Amount does not include the "Employer Taxes" as defined *infra*, which shall be borne by Samsonite.

d. Other than payment of Employer Taxes and the costs incurred by Samsonite described *infra*, the Released Parties shall not be required to pay any additional consideration under or resulting from this Stipulation of Settlement,

e. All amounts paid and distributed to any Plaintiffs pursuant to this Stipulation of Settlement shall be deemed not to be "pensionable" earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.* vacations, holiday pay, retirement plans, etc.) of the respective Plaintiffs. Any amounts paid to any Plaintiffs pursuant to this Stipulation of Settlement do not represent any modification of any Plaintiff's previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Samsonite. Further, any amounts paid to any Plaintiffs pursuant to this Stipulation of Settlement hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Samsonite.

f. Under no circumstances, other than a voiding of this agreement as described *infra*, shall any part of Settlement Amount revert to Samsonite or any of the Released Parties. In the event that the agreement becomes void, Samsonite will be entitled to recover the Settlement Amount and

Plaintiffs shall be restored with all rights that they possessed prior to the execution of this Stipulation.

XI. FUNDING OF SETTLEMENT AMOUNT

Plaintiffs' Counsel and Representative Plaintiffs acknowledge and understand that the total sum of $850,000 (*i.e.* "Settlement Amount") to be paid by Samsonite, as part of the Stipulation of Settlement, will be deposited with the Settlement Administrator by December 31, 2009. The parties have agreed that Rust Consulting, Inc., 625 Marquette Avenue, Suite 880, Minneapolis, MN 55402, will be the Settlement Administrator. The parties agree to cooperate with each other in working with the Settlement Administrator.

XII. NO FUTURE POSITION WITH SAMSONITE

Representative Plaintiff, Rosalie "Lee" Pearson shall be deemed to have resigned from her employment at Samsonite with her last date of employment being December 31, 2009 or the date that the Court enters the Order Granting Preliminary Approval, whichever is earlier. Unless the Parties subsequently agree otherwise in writing, Pearson shall not seek to obtain a position, whether as an independent contractor or employee, with Samsonite or any other of its affiliates, parent companies, or subsidiaries, at any time thereinafter.

XIII. MUTUAL NON-DISPARAGEMENT

a. Representative Plaintiffs, for themselves and on behalf of the Class, and Class Counsel agree, represent, and warrant that all settlement discussions and matters leading up to the settlement, including the fact of, amount of, or content of the terms and conditions of this Stipulation of Settlement, do not constitute and shall not be construed as an admission of any wrongdoing, violation of law, or breach of any agreement, duty or obligation owed by Samsonite. Representative Plaintiffs and Class Counsel agree, represent, and warrant that they will never, either orally or in writing, make negative, derogatory, or untrue statements about Samsonite, its business activities, products, services, or any of its officers, directors, managers, employees, affiliates, agents, parent companies, or representatives to any person or business entity, including, but not limited to, through participating in or contributing to public discussions, notices or other publicity activities.

b. Likewise, Samsonite and its affiliates, parent companies, representatives, officers, directors, and agents, represent, and warrant that they will never, either orally or in writing, make negative, derogatory, or untrue statements about Representative Plaintiffs.

XIV. RECLASSIFICATION

Samsonite certifies that it has classified all Store Managers as "non-exempt."

XV. ATTORNEYS' FEES AND COSTS

a. Class Counsel requests, subject to the approval of the Court, and Samsonite does not oppose, reimbursement of litigation costs and the costs of settlement administration (including all fees and costs to compensate the settlement administrator) of up to $35,000 from the Settlement Amount. To the extent that actual costs, at the time of Final Approval, and including all settlement administration costs, are less than $35,000, such remainder shall be allocated to the Contingency/*Cy Pres* Fund, described *infra*. Regardless of the actual amount of litigation costs and the costs of settlement administration, in no event shall Samsonite be responsible for paying any total amount greater than $850,000.

b. Class Counsel requests, subject to the approval of the Court, and Samsonite does not oppose, attorneys' fees in the amount of 25% from the $116,251.08 amount previously paid by Samsonite to certain Potential Plaintiffs, which plaintiffs contend would not have been paid without Class Counsel's efforts (*i.e.*, 25% of $116,251.08 equals $29,062.77); plus, attorneys' fees in the amount of 25% from the Settlement Amount (*i.e.* $850,000) to be paid to the Settlement Class pursuant to this Stipulation of Settlement (*i.e.*, 25% $850,000 equals $212,500.00); for a total of $241,562.77. This amount is less than the 1/3 contingency fee (prior to costs) to which Class Counsel was entitled in the contingent fee agreement entered into between each individual Representative and Opt-in Plaintiff and Plaintiff's counsel, and is intended to compensate Class Counsel for all of the work already performed in this case and all of the work remaining to be performed assisting with securing Court approval of the Stipulation of Settlement, defending any challenges to the Stipulation of Settlement, administering the Stipulation of Settlement, ensuring that the Stipulation of Settlement is fairly administered, and implementing and obtaining dismissal of the action.

b. The Settlement Administrator will issue Class Counsel an IRS Form 1099 for the attorneys' fees and costs that the Court awards.

c. If the Court does not approve any portion of the attorneys' fees and costs agreed-upon in this Section, such funds that are not approved do not revert to Samsonite, under any circumstances, other than a voiding of this agreement as described *infra*. Rather, funds previously allocated for attorneys' fees and costs, which are disapproved by the Court, if any, will be disbursed to the Contingency/*Cy Pres* Fund, discussed *infra*.

XVI. ENHANCEMENTS TO REPRESENTATIVE PLAINTIFFS

a. Conditioned upon their execution of releases described *supra*, Samsonite agrees the Representative Plaintiffs Pearson and Newsham may receive a payment of a sum of no more than $5,000 each from the Settlement Amount as an enhancement for their service as the Representative Plaintiffs, in addition to any payment they are otherwise entitled to receive as a member of the Settlement Class. Such service included, but is not limited to, stepping forward to raise these issues to the attention of Counsel and participation in extensive discovery, attendance at deposition (in Plaintiff Newsham's case) and mediation (in Plaintiff Pearson's case), and leading the litigation of this suit throughout the litigation.

b. The Settlement Administrator will issue to the Representative Plaintiffs an IRS Form 1099 for this service payment.

c. If the Court does not approve any portion of the enhancements agreed-upon in this Section, such funds that are not approved do not revert to Samsonite, under any circumstances, other than a voiding of this agreement as described *infra*. Rather, funds previously allocated for enhancements, which are disapproved by the Court, if any, will be disbursed to the Contingency/*Cy Pres* Fund, discussed *infra*.

XVII. CONTINGENCY/*CY PRES* FUND AND SECOND ALLOCATIONS

a. From the Settlement Amount, the parties agree all unclaimed amounts (*e.g.*, amounts that had been allocated to potential opt-ins, or to Rule 23 Class members who affirmatively opt-out, but where such individuals did not, in fact, timely opt-into this suit, or timely opted-out, respectively) shall constitute a Contingency/*Cy Pres* Fund designed to effectuate the purposes of this agreement.

b. Any amount remaining in the Contingency/*Cy Pres* Fund, or any funds remaining after Distribution to the Settlement Class from checks voided for not being cashed within sixty (60) days of Distribution (see Timeline, *infra*), or any other source, will be allocated to the Contingency/*Cy Pres* Fund.

c. To the extent that Settlement Class members raise what the Parties agree are legitimate disputes regarding the amount they have been allocated and the Parties wish to provide redress (*e.g.*, contending that they were erroneously omitted from the original Settlement Class, that their regular rate of pay was incorrect, or they had a greater number of eligible weeks than accounted for), the Parties may agree to allocate (additional) amounts to such Settlement Class members from the Contingency/*Cy Pres* Fund, and to reimburse one or both Parties for payments made to individual Settlement Class members to increase allocations to such Settlement Class members, at any time prior to any contribution to the *Cy Pres* recipient, as described *infra*. The Settlement Administrator shall act promptly according to a written stipulation regarding disbursement from the Contingency/*Cy Pres* Fund which is signed by both Parties. Relating to the Contingency/*Cy Pres* Fund, in no event shall Samsonite be required to pay more than the Settlement Amount, shall Samsonite receive any reversion of funds, shall any other payment be made as an "enhancement" to any Plaintiff, or shall any other payment be made to Class Counsel. The Settlement Administrator shall make all such reimbursements to Samsonite and/or Class Counsel within thirty (30) days of the allocation to the Contingency/*Cy Pres* Fund after the original sixty-day period for negotiation of checks.

d. If, at the conclusion of the sixty-day period for negotiation of checks from the original settlement allocation, after the remaining amount reverts to the Contingency/*Cy Pres* Fund (as discussed *supra*), the amount in the Contingency/*Cy Pres* Fund exceeds $17,000 (2% of the total Settlement Amount), then within not more than thirty (30) days, the Settlement Administrator will conduct a second distribution of all funds in the Contingency/*Cy Pres* Fund, with each member of the Settlement Class receiving an allocation reflecting his/her pro rata share of the amount in the Contingency/*Cy Pres* Fund, as described in Exhibit D to this Stipulation of Settlement. For example, as described on Exhibit D, Shanna Bottoni would be entitled to (under Column Y), prior to the discounts for litigation risk and attorney's fees, $62,234.40, which is equal to 0.0534476 (roughly 5.3%) of the total allocation described in Column Y (see Column AD). As such, if, for example, there were $50,000 remaining in the Contingency/*Cy Pres* fund at the conclusion of the 60-day check negotiation period, and Ms. Bottoni had filed a timely Opt-In/Claim form in this matter, then Ms. Bottoni would receive a second allocation, based on her pro rata share, equal to 0.0534476 X $50,000, or $2,672.38.

e. If any checks reflecting second allocation amounts are not negotiated within sixty (60) days of being sent by the Settlement Administrator, then the Settlement Administrator will donate all remaining funds to the *Cy Pres* recipient within thirty (30) days, reporting same to the Parties within five (5) days of taking such action.

f. Consistent with the Timeline set forth herein, any remaining balances in the Contingency/*Cy Pres* Fund shall be contributed by the Settlement Administrator as a donation to the *Cy Pres* recipient, which shall be a section 501(c)(3) charity to be agreed-upon between the parties prior to filing the joint motion for final approval, as discussed in the Timeline, *infra*.

g. Under no circumstances shall any portion of the Contingency/*Cy Pres* Fund revert to Samsonite or be paid to Class Counsel.

h. This agreement is intended to be consistent with the purpose of California Code of Civil Procedure, §384, regarding "Distribution of unpaid residuals in class action litigation."

XVIII. EXPLANATION OF DISTRIBUTION OF SETTLEMENT FUND TO THE SETTLEMENT CLASS

a. The Settlement Amount of $850,000 shall be distributed by Samsonite, through the Settlement Administrator, to the Settlement Class and Class Counsel as set forth in Exhibit D. The factors that the Parties took into consideration in arriving at the amounts in Exhibit D are described in general terms below. The following is being provided solely to explain how the distributive amounts in Exhibit D were computed. The following shall, in no way whatsoever, be construed to somehow enlarge the Settlement Amount yet to be paid of $850,000.

b. *i.e.* The formula used for making the allocations, described in greater detail in Exhibit D, is as follows:

(i) For overtime claims outside of California and New York, Exhibit D uses compensation at 0.5 times their Regular Hourly Rate[2] (*i.e.*, employing the fluctuating workweek method) for 5 hours a week for each week during the Covered Period;

---

[2] For all purposes, employees' Regular Hourly Rate shall be calculated based upon: each employee's average annual salary (based on available data) during the Covered Period; plus his/her actual commission earned, or, absent available data, a commission rate of 11.74% (the median commission earned based on available data); divided by 2080 (number of hours in a standard working year).

(ii) Exhibit D uses 10% simple, annual interest on all of the overtime, meal/rest (in California), and vacation pay (in New York and California) claims;[3]

(iii) Exhibit D uses payment in lieu of liquidated damages equal to the amount paid concerning overtime claims for up to the last three years of the Covered Period (*i.e.*, based on the FLSA maximum statutory period);

(iv) For Store Managers in California, as to the meal/rest period claims, under Labor Code §§512 and 226.7 and Industrial Welfare Commission Wage Order 7, Exhibit D uses compensation at the Plaintiffs' Regular Hourly Rate for 3 hours a week for each week in which they were employed at Samsonite as Store Managers during the Covered Period;

(v) For Store Managers in California, as to the itemized wage statement claims, under Labor Code §226, Exhibit D uses $50 for the Plaintiffs' first two-week pay period during the Covered Period, and $100 for each additional two-week pay period during the Covered Period;

(vi) For Store Managers in California and New York, as to the vacation pay claims under contract law, Exhibit D uses additional compensation for vacation hours at a rate of 5 hours per week during the Covered Period, times 0.0385 (Samsonite's rate of vacation accrual per hour worked), times each employee's Regular Hourly Rate;

(vii) For Store Managers in California and New York, as to the overtime claims, Exhibit D uses compensation at 1.5 times their Regular Hourly Rate for 5 hours a week for each week in which the Plaintiffs were employed at Samsonite as Store Managers during the Covered Period;

---

[3] The 10% interest is based upon 0.1 times the amount of overtime, meal/rest, and vacation pay in the settlement, times the amount of time elapsed since the midpoint of each Plaintiff's time during the Covered Period (to simplify but still render fair calculations).

and

(viii) As noted in Exhibit D, Plaintiffs Newsham and Pearson shall be compensated for their retaliation claims by being paid backpay based upon the difference between their hourly rate of pay reflected on their paystubs prior to reclassification and post-reclassification (and assuming 5 hours/week overtime), in an amount equal to $4,084.79 for Plaintiff Pearson, and $9,618.69 for Plaintiff Newsham.

(ix) As noted *supra*, the amounts certain members of the Settlement Class already received from Samsonite (which total $116,251.08) paid prior to the date of this Stipulation of Settlement will be deducted from the allocation they would otherwise receive, according to the formula described above and presented in greater detail in Exhibit D.

(x) As to each Settlement Class member, their allocation based on the above formula will be reduced by 30% to account for general litigation risk, since this is a pre-judgment settlement (*i.e.*, arguably, the risk that Plaintiffs might not prevail in litigation). Their allocation will be further reduced, as described *supra*, by 25%, to account for the attorneys' fees allocation.

(xi) If, after applying all the factors above, any member of the Settlement Class would otherwise be allocated less than $500.00, he or she will have his/her allocation raised to ensure that he/she receives $500.00, to ensure that he/she receives substantial benefit from this Stipulation of Settlement and that he/she has reason to join the Settlement Class.

XIX. DISTRIBUTION TO THE SETTLEMENT CLASS

The distribution to the Settlement Class is calculated with actual data provided by Samsonite, as detailed in Exhibit D.

XX. DISPUTES

a. If there is any dispute concerning administration of the settlement, then Samsonite, Class Counsel, or the Settlement Administrator will refer the matter to the Judge in the Court Action for the Judge to issue a non-appealable decision as to the resolution of such dispute.

b. The Parties and the Settlement Administrator are bound to raise only good-faith disputes under this Section.

c. A dispute under this Section will not affect the Settlement Effective Date, defined *supra.*

d. Under no circumstances shall any dispute regarding settlement administration under this Section result in any part of the Settlement Amount reverting to Samsonite or any of the Released Parties.

XXI. DESIGNATION OF TYPES OF PAYMENTS

a. Because Plaintiffs' claims included claims for liquidated and punitive damages, penalties, and interest, the parties hereby agree that 50% of all amounts paid to the Settlement Class (though calculated as described above for the purpose of arriving at an equitable distribution of funds among Settlement Class members) shall be designated as non-wage payments, *i.e.*, settlement in lieu of liquidated damages, penalties and interest, and the remaining 50% shall be considered wage payments.

b. Wage payments to the Settlement Class shall be subject to an IRS Form W-2, and non-wage payments will be subject to an IRS Form 1099 and such IRS Form W-2 or 1099 statements shall be prepared by the Settlement Administrator and provided to the respective Plaintiffs and applicable governmental authorities by the Settlement Administrator.

c. From the portion of any distribution to a Plaintiff considered wage payments, it shall be the responsibility of the Settlement Administrator to timely and properly withhold from such distribution all applicable federal, state and local income and employment taxes required to be withheld and to prepare and deliver the necessary tax documentation for signature by all necessary parties and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur. Each Potential Plaintiff's share of all applicable federal, state and local income and employment taxes withheld from the Potential Plaintiff's distribution and deposited with the applicable governmental authorities in accordance with this Stipulation of Settlement ("Employee Taxes") shall be a part of, and paid solely out of the Settlement Amount of $850,000.

d. On any portion of any distribution to a Plaintiff considered wage payments, Samsonite shall pay all applicable federal, state and local taxes that are normally payable by an employer from the employer funds and not normally paid by the withholding of amounts from an employee payment ("Employer Taxes"), *e.g.*, the employer's portion of FICA. The Settlement Administrator shall cooperate with and provide to Samsonite such details of the distributions and their amounts so as to allow Samsonite to timely calculate, prepare and file with the appropriate tax authorities such information as is required in relation to the Employer Taxes.

e. On any portion of any distribution from the Settlement Amount subject to IRS Forms W-2 or 1099, the recipient of such distribution will be responsible for paying all applicable state, local, and federal income taxes on the amounts received pursuant to this Stipulation of Settlement, provided that such taxes do not include the Employer Taxes described *supra*.

XXII. SETTLEMENT ADMINISTRATOR TO CONVEY SETTLEMENT OFFERS

a. Samsonite attests that, at or before the time of the execution of this Stipulation of Settlement, it has provided Samsonite's undersigned counsel, in Excel format (*i.e.*, a ".xls" file), the last-known address and telephone numbers of each Plaintiff.

b. Samsonite, through counsel, will provide to the Settlement Administrator, in Excel format (*i.e.*, a ".xls" file) and in any other convenient format requested by the Settlement Administrator, within five (5) days of the Preliminary Approval of this Stipulation of Settlement by the Court, the last-known address and telephone numbers of each Plaintiff.

c. Consistent with the deadlines identified *infra*, the Settlement Administrator will make reasonable efforts to contact each Plaintiff to make Settlement Offers, using the last-known address information provided by Samsonite and, where necessary, all information available through the National Change of Address database. The Settlement Administrator will send a reminder letter to any putative Settlement Class members who have not submitted a Claim/Opt-in Form with 30 days remaining in the opt-in period.

d. The Settlement Administrator retained will be admonished expressly that any contact information provided to it by Samsonite will be considered confidential, and further agrees that it will not use or disclose any contact information it has received or will receive from Samsonite for any purpose other than to fulfill its obligations in assisting with the administration of this agreement.

e. If the Settlement Administrator conveys the Settlement Offer, but an Opt-In Plaintiff formally rejects the individual Settlement Offer or a Class Plaintiff opts-out of the class consistent with the deadlines identified *infra*, the Settlement Administrator will document and notify the Parties (through undersigned counsel) of such rejection/opt-out within five (5) business days.

f. When any Plaintiff timely negotiates a settlement check, such shall reinforce that a Plaintiff has opted-into the case effectively under 29 U.S.C. §216(b), and released all claims set forth above.

g. If a Rule 23 Plaintiff or an opt-in Plaintiff who fails to opt-out/withdraw timely, respectively, then fails to cash a settlement check within sixty (60) days of its issuance, such Plaintiff's claims will be dismissed with prejudice and the money allocated to him/her will be added to the Contingency/*Cy Pres* Fund.

h. If 50% or more of the Plaintiffs fail to opt-in and/or opt-out and/or withdraw and/or formally reject the settlement, then Samsonite shall reserve the right to declare null and void this Stipulation of Settlement within fifteen (15) days of learning of the excessive number of rejectors, withdrawals, and/or opt-outs, as indicated in the Timeline of Events, *infra*. Not included in this calculation of non-opt-ins, opt-outs, withdrawals, and/or rejectors are those who can no longer be located after having notices mailed to the last-known address, even after the Settlement Administrator has checked and followed up on all information available through the National Change of Address database.

i. The statute of limitations will be tolled for thirty (30) days from the date of the Final Order for formal rejectors/opt-outs only. No tolling will apply to Plaintiffs whom Class Counsel cannot locate to determine whether they accept or reject the settlement offer.

XXIII. SETTLEMENT PAYMENT AND DATE AND DISTRIBUTION OF CHECKS

a. The parties will hire a Settlement Administrator, mutually agreed-upon between the parties, within 30 days of the date of the full execution of this Stipulation of Settlement, to distribute class notice and the settlement payments consistent with the deadlines identified herein. The parties have agreed that the Settlement Administrator shall be Rust Consulting, Inc., 625 Marquette Avenue, Suite 880, Minneapolis, MN 55402.

b. Samsonite attests in signing this agreement that, it will cause a check to be issued in the amount of $850,000 for the Settlement Fund and a separate check in the amount of $23,000 for estimated Employer Taxes, described *supra* in this agreement ("Employer Tax Amount"), to be made payable to a qualified settlement trust account to be designated and handled by the Settlement Administrator.

C. The described $23,000 (*i.e.* the Employer Tax Amount) is merely a good-faith, preliminary estimate. To the extent the amount of employer taxes are less than the Employer Tax Amount, then the Settlement Administrator, after the second distribution to the settlement class or at the time of the donation to the *cy pres* recipient, whichever is sooner, will disburse all remaining funds designated for Employer Taxes (*i.e.*,of this $23,000), if any, to Samsonite. The Employer Tax Amount is solely intended to be utilized by the Settlement Administrator to satisfy the Employer Taxes, as defined *supra*. Under no circumstances shall any funds remaining in the Employer Tax Amount, if any, after employer taxes are paid, then be utilized to pay for and/or be disbursed, in any way, to the Potential Plaintiffs, Settlement Class, Class Counsel and/or the Settlement Administrator. On the other hand, if Employer Taxes are greater than $23,000, then Samsonite will pay the greater amount within not more than fifteen (15) business days of receiving such a request from the Settlement Administrator. A failure to do so is a material breach of this Stipulation of Settlement.

d. Should the Court not grant Preliminary Approval of Settlement by December 31, 2009, Samsonite agrees that the Settlement Administrator can hold the funds constituting the Settlement Amount and the Employer Tax Amount, in trust, under the following conditions. First, the Settlement Administrator cannot require a non-refundable deposit. Second, should the Court not grant the Parties' Motion for Preliminary Approval, the Settlement Administrator shall return all funds, constituting the Settlement Amount and the Employer Tax Amount, without taking any deduction for fees and/or costs whatsoever, to Samsonite immediately, within five (5) business days of being notified of the Court's denial of the Parties' Motion for Preliminary Approval. Third, if the Court grants the Parties' Motion for Preliminary Approval, Samsonite agrees to pay the Settlement Administrator's fees and costs, even if the Motion for Final Approval is not granted, so long as the Settlement Administrator's fees and costs before the

Motion for Final Approval is heard, not to exceed $5,000. Finally, the parties chose Rust Consulting as the Settlement Administrator who has agreed to be bound these terms and conditions, in writing.

e. Within ten (10) business days of receipt of the Settlement Effective Date in this matter, the Settlement Administrator will prepare and furnish payments to Class Counsel for attorneys' fees and costs, as described *supra*. The Settlement Administrator will also furnish checks of enhancement payments to the Representative Plaintiffs, and checks to each Plaintiff consistent with the amounts described in this Stipulation of Settlement and its exhibits, and pay the employer's required tax payments, consistent with the deadlines identified *infra*. Signature on the check by each Plaintiff constitutes further recognition of their signed release as described herein. However, failure to timely negotiate the check shall not void any releases.

f. Ninety (90) days after the Distribution of Settlement Funds as provided *supra*, the Settlement Administrator will return all amounts relating to checks not yet negotiated to the Contingency/*Cy Pres* Fund. If the amount in this Fund exceeds $17,000, then the Settlement Administrator will, within ten (10) business days, make a second allocation to the Settlement Class, as described *supra*. If the amount in the Fund is $17,000 or less, then the Settlement Administrator will transfer this amount to the *Cy Pres* recipient, as described *supra*.

g. Within five (5) business days of making the distribution to the Settlement Class, any second distribution, and making payment to the *Cy Pres* recipient, the Settlement Administrator will notify the Parties, and Class Counsel will file with the Court the Settlement Administrator's declarations regarding the settlement distribution, any second distribution, and proof of payment to the *Cy Pres* recipient.

h. Unless some other distribution is approved by this Court, the parties agree that there shall be no other distribution of any kind from any of the Settlement Amount or the Employer Tax Amount, other than that which is described in this agreement.

XXIV. COURT-ORDERED TIMELINE OF EVENTS ("TIMELINE")

To the extent they are able to do so, the parties agree to cooperate and adhere to the following timeline of events and/or jointly move that the following deadlines be ordered by the Court as part of the Order Granting Preliminary Approval to Settlement (Exhibit E):

1. **Joint Motion for Preliminary Approval of Stipulation of Settlement** – Filed contemporaneously with the filing of this Stipulation of Settlement.

2. **Samsonite Provides Class Data to Its Counsel** – Complete names, last-known addresses, and phone numbers provided to Defendants' Counsel contemporaneously with the filing of this Stipulation of Settlement or before.

3. **Two Checks Issued by Samsonite's Bank** –Before December 31, 2009 Samsonite will issue a check constituting the Settlement Amount and a check constituting the Employer Tax Amount to the Settlement Administrator.

4. **Preliminary Approval of the Settlement** - Earliest possible date convenient to the Court.

5. **Samsonite Counsel Provides to Settlement Administrator Data Regarding Settlement Class** - Samsonite, through counsel, will provide to the Settlement Administrator, in Excel format (*i.e.*, a ".xls" file) and in any other convenient format requested by the Settlement Administrator, within five (5) days of the Preliminary Approval of this Stipulation of Settlement by the Court, the last-known address and telephone numbers of each Plaintiff.

6. **Samsonite Counsel Provides to Class Counsel Data Regarding Settlement Class -** Samsonite, through counsel, will provide to Class Counsel, in Excel format (*i.e.*, a ".xls" file), within five (5) days of the Preliminary Approval of this Stipulation of Settlement by the Court, the last-known address and telephone numbers of each Potential Plaintiff, to be guarded with confidentiality.

7. **Notice of Settlement of Class and Collective Action (Exh. F), Settlement Offers and Releases to Class and Collective Action Plaintiffs, Including Opt-In/Claim Forms (Exh. G), Notice to Representative and Current Opt-In Plaintiffs Regarding Settlement of Class and Collective Action and Release (Exh. H), sent to all Plaintiffs** – Mailed by Settlement Administrator within five (5) business days of receiving class data from Samsonite counsel.

8. **Letter to Settlement Class from Samsonite -** Samsonite, through counsel, agrees to send a letter (reviewed and approved by Class Counsel) within a week of Preliminary Approval of this Stipulation of Settlement by the Court, to the Settlement Class, in addition to the Court-approved notice (Exhibit F), advising that Samsonite considers this Stipulation of Settlement to be a full and fair resolution, encouraging participation in the resolution, and providing assurance that Potential Plaintiffs will not, in any way, suffer retaliation based on their choice of whether to opt-into/file a claim in this matter.

9. **Reminder Sent to Settlement Class Members** – Thirty (30) days before the conclusion of the opt-in/claim period, the Settlement Administrator will send a reminder letter to any and all Settlement Class members who have not yet submitted their opt-in/claim forms.

10. **Deadline to Opt-Into the Action/Submit a Claim** – Ninety (90) days after the date of mailing of the Settlement Offers and Releases to Class and Collective Action Plaintiffs, Including Opt-In/Claim Forms.

11. **Rejection/Opt-Out/Dispute Period for Plaintiffs** – From the date of mailing of the Settlement Offers and Releases, Plaintiffs will have ninety (90) days to reject, opt-out, or dispute any matter relating to the settlement.

12. **Notification of Number of Class Members** – Within five (5) business days of the conclusion of the rejection/opt-out/dispute period, Settlement Administrator shall notify Class Counsel and Counsel for Samsonite if 50% or more of the Potential Plaintiffs fail to opt-in and/or opt-out and/or withdraw and/or formally reject the settlement.

13. **Right to Void Agreement** – Samsonite will have the right to declare null and void this Stipulation of Settlement within fifteen (15) days after receipt of written notification from the Settlement Administrator of an excessive number of non-opt-ins, rejectors, withdrawals, and/or opt-outs, should that number be 50% or more

14. **Joint Motion for Final Approval of Stipulation of Settlement-** To be filed by the parties within five (5) business days of the conclusion of the 90-day period to file opt-in/claim forms and/or opt-out, withdraw, or reject the settlement, and after the Right to Void Agreement period has expired (if triggered as described *supra*).

15. **Final Approval of the Settlement and Dismissal.** At the earliest possible date convenient to the Court after the parties file the Joint Motion for Final Approval.

16. **Settlement Effective Date.** One day after final approval.

17. **Payments to Class Counsel by Settlement Administrator** – Within ten (10) business days of Settlement Effective Date.

18. **End of Tolling Period for Opt-Outs, Withdrawals, Rejectors to File Private Actions** – Thirty (30) days after the Settlement Effective Date.

19. **Distribution of the Settlement Funds to Settlement Class by the Settlement Administrator ("Distribution")** – Not later than thirty (30) days after the Settlement Effective Date.

20. **Settlement Administrator Notifies Parties of Payments Made** – Within five (5) business days of Distribution.

21. **Class Counsel Notifies Court of Distribution** – Within five (5) business days of being notified by Settlement Administrator.

22. **Funds from Uncashed Checks From Distribution Revert to Contingency/*Cy Pres* Fund** – Sixty (60) days after the date of the Distribution.

23. **Settlement Administrator (from Contingency/*Cy Pres* Fund) Reimburses Parties for Any Payments Made to Supplement/Correct Allocations to Settlement Class, By Stipulation** – Within thirty (30) days after funds from uncashed checks revert to Contingency/*Cy Pres* Fund.

24. **Settlement Administrator Makes Second Allocation If Contingency/*Cy Pres* Fund Exceeds $17,000, or Makes *Cy Pres* Donation to Charity** – Not later than ninety (90) days after the date of the original Distribution.

25. **Unclaimed Second Allocations Revert to Contingency/*Cy Pres* Fund** – Sixty (60) days after mailing of second allocations by Settlement Administrator.

26. **Contingency/*Cy Pres* Funds Donated to 501(c)(3) Charity By Settlement Administrator, After a Second Allocation** – Not more than thirty (30) days after funds from uncashed second allocation checks revert to Contingency/*Cy Pres* Fund.

27. **Settlement Administrator Notifies Class Counsel of Second Allocations and *Cy Pres* Donation to 501(c)(3) Charity** – Within five (5) business days of the occurrence of each.

28. **Class Counsel Notifies Court of Second Allocations and *Cy Pres* Donation** – Within five (5) business days of being notified by Settlement Administrator.

29. **Settlement Administrator Pays Employer Taxes** - Not later than ten (10) business days after notifying Class Counsel of Second Allocation and *Cy Pres* Donation.

30. **Settlement Administrator Notifies Samsonite's Counsel Of Total Employer Taxes Paid** - Within five (5) business days after occurrence of same.

XXV. FAIR, ADEQUATE AND REASONABLE SETTLEMENT

The parties agree that the Agreement is fair, adequate and reasonable and will so represent to the Court.

XXVI. WAIVER OF APPEALS

The parties agree to waive all appeals with the sole exception that Plaintiffs can appeal a reduction, if any, in the amount of the attorneys' fees, costs, or enhancements to Plaintiffs that the Court awards. A denial of the requested fee amount shall not void this Joint Stipulation of Settlement.

XXVII. VOIDING THE AGREEMENT

a. If this Stipulation of Settlement is terminated as provided *supra* or as provided below, the Stipulation of Settlement shall be deemed null and void, of no force and effect, of no probative value, and the parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever, except as to the tolling provided herein.

b. In the event: (i) the District Court does not grant Preliminary Approval of this Stipulation of Settlement, (ii) the District Court does not enter Orders substantially similar to Exhibit E and Exhibit I specified herein; (iii) the District Court does not finally approve the Settlement as provided herein; (iv) the District Court does not enter a Final Judgment as provided herein which becomes final as a result of the occurrence of the Effective Date; (v) Samsonite exercises its right to void this Stipulation of Settlement as described, *supra*, or (vi) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the District Court in furtherance of this Settlement shall be treated as void ab initio. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid for by Samsonite and shall not be repaid to Samsonite, as described *supra* in Section XXIII(d). In the event an appeal is filed from the District Court's Final Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

c. If in approving this Stipulation of Settlement, the Order Granting Preliminary Approval of Settlement and Granting Collective and Class Action Certification, or the Final Order for Approval of Settlement and Dismissal, there is any reduction by the Court in the attorneys' fee award, such reduction shall not be considered a material change to either this Stipulation of Settlement, the Order Granting Preliminary Approval of Settlement and Granting Collective and Class Action Certification in the Form of Exhibit E or Final Order for Approval of Settlement and Dismissal in the form of Exhibit I; provided however, such reduction in the attorney's fees may be appealed as set forth *supra*, but such reduction is not a basis for termination of this agreement. Any such appeal will not result in a delay in the Settlement Effective Date.

d. If in approving this Stipulation of Settlement, the Order Granting Preliminary Approval of Settlement and Granting Collective and Class Action Certification, or the Final Order for Approval of Settlement and Dismissal, there is any reduction by the Court in an enhancement for one or more Representative Plaintiff or a reduction by the Court of the amount of costs and expenses, such reduction shall not be considered a material change to either this Stipulation of Settlement, the Order Granting Preliminary Approval of Settlement and Granting Collective and Class Action Certification in the Form of Exhibit E, or Final Order for Approval of Settlement and Dismissal in the form of Exhibit I, and such reduction is not a basis for termination of this agreement. As provided *supra*, any reduction by the Court of an enhancement or of the amount of costs may be appealed. Any such appeal will not result in a delay in the Settlement Effective Date.

e. In any appeals permitted as described *supra*, Samsonite and the Released Parties shall cooperate with Class Counsel to the extent necessary and possible, and shall not take any action that may hinder Class Counsel's efforts to secure payments of attorneys' fees, litigation costs, and enhancements provided in this agreement. As determined by the Court, a deliberate failure to cooperate by Samsonite and the Released Parties, or any action by Samsonite or the Released Parties that seeks to hinder Class Counsel's efforts to secure payments of attorneys' fees, litigation costs, and enhancements provided in this agreement, shall constitute sufficient grounds for Plaintiffs to void this agreement.

XXVIII. PARTIES' AUTHORITY

The signatories to this Stipulation of Settlement represent that they are fully authorized to bind the respective parties to the terms and conditions of this Stipulation of Settlement.

XXIX. MUTUAL FULL COOPERATION

a. Samsonite, the Representative Plaintiffs, and their counsel agree to use their best efforts to fully cooperate with each other to take all actions reasonably necessary to implement the terms of this Stipulation of Settlement. The Representative Plaintiffs agree not to seek or request to be excluded from the Settlement Class.

b. Samsonite, the Representative Plaintiffs, and their counsel agree that they will not attempt, directly or indirectly, to encourage Plaintiffs to withdraw from the Court Action, opt-out, object to or appeal from any order approving the settlement set forth in this Stipulation of Settlement, or otherwise reject the agreement. However, the parties recognize that if contacted by a Class Member, Plaintiffs' Counsel may provide advice or assistance regarding any aspect of this settlement to any Class Members who request them to do so.

XXX. NO PRIOR ASSIGNMENTS

The parties represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged in this Joint Stipulation of Settlement.

XXXI. ENFORCEMENT ACTIONS

In the event that the Representative Plaintiffs, any Plaintiff, or Samsonite institutes any legal action, arbitration, or other proceeding to enforce the provisions of this Joint Stipulation of Settlement or to declare rights and/or obligations under this Stipulation of Settlement, the prevailing party shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees.

XXXII. COMMUNICATIONS

Unless otherwise specifically provided, all notices, demands or other communications given under this Stipulation of Settlement shall be in writing and shall be deemed received on the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

a. To the Plaintiffs and Settlement Class:
Bryan Schwartz

Bryan Schwartz Law
180 Grand Avenue, Ste. 1550
Oakland, California 94612

b. To the Defendants:
Martin Deniston
Daniel Lee
Wilson, Elser, Moskowitz,
Edelman & Dicker, LLP
555 South Flower Street Suite 2900
Los Angeles, CA 90071

XXXIII. CONSTRUCTION

The Parties agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the parties and that this Stipulation of Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Stipulation of Settlement. The parties request that before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents and the intent expressed in this Stipulation of Settlement.

XXXIV. CAPTIONS AND INTERPRETATIONS

Section titles or captions contained in this Stipulation of Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Joint Stipulation of Settlement or any of its provisions.

XXXV. MODIFICATION

This Joint Stipulation of Settlement, including the attached Exhibits, may not be changed, altered, or modified, except in writing and signed by the Parties and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties and approved by the Court.

XXXVI. INTEGRATION CLAUSE

This Joint Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement of the Court Action, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged in this Stipulation of Settlement. No rights under this

Stipulation of Settlement may be waived except in writing signed by the counsel for the Parties set forth *supra*.

XXXVII. BINDING ON ASSIGNS

This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

XXXVIII. COUNTERPARTS

This Joint Stipulation of Settlement may be executed in counterparts, and when counsel for each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement.

XXXIX. APPLICABLE LAW

This Stipulation of Settlement shall be governed by and construed in accordance with federal law and the law of the State of California.

XXXX. RETENTION OF JURISDICTION

The parties intend to request that the Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Joint Stipulation of Settlement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Stipulation of Settlement.

XXXXI. CIRCULAR 230 DISCLAIMER.

EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY"; AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT

CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

WHEREFORE, Plaintiffs and Samsonite, by their duly authorized agents or counsel, have executed this Agreement as of the dates set forth below.

Dated: November 18, 2009

BRYAN SCHWARTZ LAW

By: ______________________
BRYAN J. SCHWARTZ
Attorneys for Plaintiffs and Representative Plaintiffs

Dated: November 17, 2009

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

By: Martin K. Deniston
MARTIN K. DENISTON
DANIEL H. LEE
Attorneys for Defendants
Samsonite Company Stores, Inc (now known as Samsonite Company Stores, LLC) and Samsonite Corporation (now known as Samsonite LLC)

Exhibit A

Exhibit A: Current Representative and Opt-in Plaintiffs and Effective Dates of Opting In

Name	Opt-In Date
Rosalie Pearson	March 24, 2009
Dennis Newsham	March 24, 2009
Patricia Shaker	April 27, 2009
Roberta Conn	May 6, 2009
Patrick Thornton	September 2, 2009
Juan Gaviria	September 2, 2009
Ana Contreras	September 2, 2009

Exhibit B

Exhibit B: Class List

1.	Abramo, Corrine	NY	47.	Okuda, Edward	NV
2.	Ackerman, William	NJ	48.	Olsen, Brandon	CA
3.	Aplin, Stacey	CO	49.	Ortiz, Steven	CA
4.	Bennett , Holly	CO	50.	Otta-Storey, Kori	NV
5.	Bottoni, Shanna	CA	51.	Ounjian, Berge	MA
6.	Brennan, Katherine	MA	52.	Patenaude, Edmond	ME
7.	Campos, Blanca	TX	53.	Pearson, Rosalie	CA
8.	Casper, Tami	CA	54.	Pekul, Cassie	CA
9.	Chewning, Brian	DE	55.	Pender, Leah	CA
10.	Chim, Khanh	CO	56.	Perez, David	CA
11.	Cole, John	NJ	57.	Perkins, Salien	LA
12.	Colondo, Anthony	PA	58.	Perrotta, Barbara	IL
13.	Conn, Roberta	NV	59.	Petersburg, Derek	VA
14.	Contreras, Ana	FL	60.	Petracich, Jason	MI
15.	Cummings, Cassandra	CA	61.	Piccirilli, Joseph	NY
16.	Dooley, Blair	MA	62.	Post, Stephen	UT
17.	Drew, Rhonda	MD	63.	Rencher-Federoff, Vickie	NV/TX
18.	Faulkner, Sherry	VA	64.	Ribeca, Armando	CA
19.	Foster, Audrey	CA	65.	Ricci, Wendy	MA
20.	Francois, Albert	FL	66.	Safford, Stephen	NY
21.	Gambrell, Deborah	VA	67.	Salituro, Erica	IL
22.	Gaviria, Juan	FL	68.	Santiago, Nelson	FL
23.	Gehring, Crystal	IN	69.	Schietekat, Francisco	FL
24.	Gibbs, Daniel	TN	70.	Schwitters, Shane	NV
25.	Goulet, Joseph	MI	71.	Shaker, Patricia	NY
26.	Green, Kenneth	MI	72.	Sheridan, John	NJ
27.	Hadden , Douglas	CA	73.	Singh, Brian	FL
28.	Hayward, Jennifer	PA	74.	Soerachman, Racharmawan	PA
29.	Herbert , Lindsey	FL	75.	Spera, Rita	MA
30.	Hill, Masame	VA	76.	Spinelli , Jay	NJ
31.	Howanstine, Tina	FL	77.	Staley, Mariah	CA
32.	Kelley, Brian	MI	78.	Stence, Nicole	NH
33.	Klussman, Kenneth	MO	79.	Taylor, Blake	TX
34.	Labao, Steve	MA/RI	80.	Thornton, Patrick	TX
35.	Land, Kevin	CA	81.	Trainor, Alan	MA
36.	Ledogar, Christopher	NY	82.	Vargas, Roy	NY
37.	Lee, Marshall	HI	83.	Vierra, Albertnette	HI
38.	Leung , Chung	NY	84.	Vincent , Bobbie	TX
39.	Lien, Tony	CA	85.	Vuncannon, Tracy	TX
40.	Madden, James	CO	86.	Wagner, Cheryl	IL
41.	Maggio, Carol	NY	87.	Wells, Lori	OR
42.	Medel, Edward	FL	88.	Wise, Luane	FL
43.	Melendez, Rebecca	FL	89.	Wooten , Avery	TX
44.	Merowitz, David	MA			
45.	Murray, Christi	NJ			
46.	Newsham, Dennis	NY			

Exhibit C

(To be provided per the timeline indicated in the Joint Stipulation of Settlement and Release Between Plaintiffs and Defendants)

Exhibit D

(Documents sought to be filed under seal, pursuant to L.R. 79-5(c))

Exhibit E

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ROSALIE PEARSON and DENNIS NEWSHAM, individually, on behalf of others similarly situated, and on behalf of the general public, Plaintiff(s), v. SAMSONITE COMPANY STORES, INC., SAMSONITE CORPORATION, and DOES 1 – 50, inclusive, Defendant(s).	Case No. CV 09-01263 JSW **[proposed] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AND GRANTING COLLECTIVE AND CLASS ACTION CERTIFICATION** Judge: Hon. Jeffrey S. White Courtroom: 11, 19th Floor Date Action Filed: March 24, 2009

[PROPOSED] ORDER

Having reviewed the parties' "Joint Stipulation of Settlement and Release Between Plaintiffs and Defendants," and the Joint Motion for Preliminary Approval of same, and determined on a preliminary basis that it represents a fair resolution of this case, and having reviewed the proposed class to be certified as a collective action under the Fair Labor Standards Act, 29 U.S.C. §216, and, for portions of the class in California and New York, according to the applicable standards under Fed.R.Civ.P. 23, and in light of the relevant authority and the entire record in this case, the Court hereby CERTIFIES THE CLASS SOUGHT FOR SETTLEMENT PURPOSES, NAMES BRYAN SCHWARTZ LAW AS CLASS COUNSEL, and GRANTS PRELIMINARY APPROVAL of the Joint Stipulation of Settlement and Release Between Plaintiffs and Defendant.

So Ordered.

____
Jeffrey S. White
United States District Court

Exhibit F

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ROSALIE PEARSON and DENNIS NEWSHAM, individually, on behalf of others similarly situated, and on behalf of the general public, Plaintiff(s), v. SAMSONITE COMPANY STORES, INC., SAMSONITE CORPORATION, and DOES 1 – 50, inclusive, Defendant(s).	Case No. CV 09-01263 JSW **NOTICE OF SETTLEMENT OF CLASS AND COLLECTIVE ACTION** Judge: Hon. Jeffrey S. White Courtroom: 11, 19th Floor Date Action Filed: March 24, 2009

<u>IF YOU ARE RECEIVING THIS NOTICE, THEN IT WILL LIKELY AFFECT YOUR RIGHT TO BE COMPENSATED. PLEASE REVIEW CAREFULLY.</u>

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THIS ACTION.

YOU MAY BE EN TITLED TO RECEIVE A PAYMENT PURSUANT TO THE PROPOSED SETTLEMENT DESCRIBED HEREIN, BUT ONLY IF YOU RETURN THE ENCLOSED OPT-IN/CLAIM FORM BY [90 DAYS FROM MAILING].

The purpose of this notice is to inform you of a pending class action lawsuit brought against Samsonite Company Stores, Inc., and Samsonite Corporation ("Samsonite" or “Defendants”). **You are receiving this Notice and Claim Form because you have been identified as a member or potential member of the class certified by the Court** that consists of current and former employees who worked for Defendants during the relevant period as Store Managers.

This notice summarizes your rights and obligations as a potential class member in the certified class. Please read carefully, as your rights may be affected by the disposition of the lawsuit.

I. Description of the Lawsuit

This action includes the named plaintiffs and all other similarly-situated individuals who worked as Store Managers for Samsonite. The claims asserted on behalf of the class allege that the Samsonite violated Federal law, and state law in California and New York, by, among other things, improper classification of employees as exempt from overtime laws, failure to provide overtime wages when due, failure to provide timely or accurate paychecks or statements of earning or compensable time worked, failure to provide meal or rest periods or payments in lieu thereof, failure to make or keep records of time worked, failure to pay an appropriate amount of vacation pay, and unfair business practices arising from these alleged failures. As a result of these alleged failures, the case seeks relief for members of the class for time and one-half pay for identified employee for hours worked in excess of forty (40) hours per week (or in excess of eight (8) hours a day in California) and various other remedies under federal or state law for unpaid wages, premium pay, itemized wage statement penalties, and liquidated damages that are alleged to arise from that alleged conduct, as well as attorney fees and costs.

The Defendants deny all allegations of wrongdoing, fault, liability or damage to the Plaintiffs or the class, denies that they engaged in any wrongdoing, deny that they committed any violation of law, deny that they acted improperly in any way and believe that they acted properly at all times. The Defendants recognize, however, the uncertainty and risk inherent in any litigation, and the difficulties and substantial expense and length of time necessary to defend this action through trial and any appeal. To eliminate the burden and expense of further litigation and the risk of trial, the Defendants wish to settle the litigation against them on the terms and conditions stated in the Stipulation of Settlement, and to put the claims alleged in this case to rest finally and forever.

Plaintiffs' Counsel completed an extensive investigation relating to the claims and the underlying events and transactions alleged in the Complaint. Plaintiffs' Counsel analyzed the evidence adduced, and has researched the applicable law with respect to the claims against the Defendants and the potential defenses thereto.

Both Defendants and Plaintiffs' Counsel are aware that many Plaintiffs' rights are affected by a settlement between Samsonite and the Department of Labor in early 2007. The parties agree that the current settlement is a reasonable result, in light of the settlement already made with the Department of Labor.

II. Settlement

Plaintiffs' Counsel and Defendant have negotiated what they believe to be a fair settlement for all Plaintiffs and class members in this lawsuit. Although the Court has given the class and settlement preliminary approval, the class, settlement, funding of the settlement, and the settlement offers referred to in this notice are contingent upon the Court's approval of the class and settlement becoming a final judgment.

III. Calculation of Settlement Share

Samsonite has already paid some potential class members approximately $116,000. In addition, a lump sum of $850,000 will be paid on behalf of Samsonite to settle this matter upon final Court approval of the settlement. Subject to Court approval, 25% attorneys' fees, costs, and payments to the Representative Plaintiffs will be made from these payments. The remaining funds, estimated to be approximately $560,000, will be used to compensate former employees participating in the settlement. Shares of the settlement will then be allocated in the following manner, discounted as described in Section IV, below:

A. If You Worked For Samsonite in Any State Other Than California or New York

If you are a Plaintiff who worked for Samsonite outside of California and New York, as to your potential overtime claims:

(i) You will be offered additional compensation at 0.5 times your Regular Hourly Rate (an average hourly pay rate, including commission) for 5 hours a week for each week you were a salaried (exempt) Store Manager since September 2, 2006, up to the date you were reclassified as an hourly (non-exempt) employee.

(ii) You will be offered payment in lieu of liquidated damages equal to the amount you are paid concerning overtime claims.

(iii) You will be offered 10% simple, annual interest on all of your overtime claims.

(iv) If your total allocation based on this formula and the discounts described below equals less than $500, then you will receive the $500 minimum allocation.

B. If You Worked for Samsonite in California or New York

The States of California and New York have employment, wage/hour laws more protective in some ways than the laws of other states, and the Representative Plaintiffs were able to bring state claims in their own states. As such, California and New York Store Managers have the opportunity for additional recovery, as follows:

(i) For Store Managers in California, as to your potential overtime claims, you will be offered compensation at 1.5 times your Regular Hourly Rate for 5 hours a week for each week in which you were employed at Samsonite as an exempt (salaried) Store Manager after March 24, 2005.

(ii) For Store Managers in New York, as to your potential overtime claims, you will be offered compensation at 1.5 times your Regular Hourly Rate for 5 hours a week for each week in which you were employed at Samsonite as an exempt (salaried) Store Manager after March 24, 2003.

(iii) If you are a Plaintiff in California, as to your potential meal/rest period claims, you will be offered compensation at your Regular Hourly Rate for 3 hours a week for each week in which you were employed at Samsonite as a salaried (exempt) Store Manager since March 24, 2005, up to the date you were reclassified as an hourly (non-exempt) employee.

(iv) If you are a Plaintiff in California, as to your potential itemized wage statement claims, you will be offered $50 for your first two-week pay period worked as a salaried (exempt) Store Manager after March 24, 2005, and $100 for each additional two-week pay period, up to the date you were reclassified as an hourly (non-exempt) employee.

(v) For Store Managers in California, as to your potential vacation pay claims, you will be offered additional compensation for vacation hours at a rate of 0.0385 (Samsonite's rate of vacation accrual per hour worked) times 5 hours per week that you worked since March 24, 2005, times your Regular Hourly Rate, for each week that you were classified as salaried (exempt).

(vi) For Store Managers in New York, as to your potential vacation pay claims, you will be offered additional compensation for vacation hours at a rate of 0.0385 (Samsonite's rate of vacation accrual per hour worked) times 5 hours per week that you worked since March 24, 2003, times your Regular Hourly Rate, for each week that you were classified as salaried (exempt).

(vii) All California and New York Plaintiffs will also be offered 10% simple, annual interest on all of their overtime, vacation pay, and, in California only, on their meal/rest period claims.

(viii) If your total allocation based on this formula and the discounts described below equals less than $500, then you will receive the $500 minimum allocation.

C. Discount For Attorneys' Fees, Litigation Risk, and Prior Settlement Payment

Because this matter is settling prior to adjudication, and the outcome of the matter is uncertain, your minimum recovery in this matter will be discounted 30% from the amount which would be calculated based on the formula described above. Additionally, your allocation is based upon a deduction of 25% to pay for Class Counsel's attorneys' fees in this matter, in which Class Counsel assumed all of the risk of litigation and provided representation to Plaintiffs and the

Class on a contingency basis. Finally, if you received payment pursuant to a private agreement you made with Samsonite regarding this lawsuit earlier this year, the amount you were already paid will be deducted from your total allocation, to avoid double-compensation.

IV. Next Steps and Changes of Address

Along with this Notice of Settlement of Class Action, you are receiving a Settlement Offer and Release, with an Opt-In/Claim Form. You may choose to accept the offer and release your claims or you may choose to reject the offer of settlement and opt out from the lawsuit. Both the offer and release are subject to final Court approval of the class and settlement. The fees of counsel for Plaintiffs and the class are to be paid from the settlement amount. **If you wish to receive any payment in this case, you must return the enclosed Opt-In/Claim Form no later than [90 days after mailing].**

If you have any change of address after receiving this notice, you are required to notify the Settlement Administrator at the following address, or you may not receive any payment in this matter: [Administrator's address] Neither the Court nor the parties will be responsible for your failure to provide adequate notice of any change in address.

V. Examination of Papers

All of the above descriptions of allegations, responses, the settlement and other matters in this lawsuit are only summaries and do not fully describe all aspects of the case or settlement. The pleadings and other papers filed in this action are public records and are available for inspection during regular business hours at the Clerk's Office, United States District Court for the Northern District of California, at: U.S. Courthouse, Clerk's Office, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102.

VI. Questions

If you have any further questions with respect to this action or about this Notice, you may direct such questions to counsel for the Plaintiffs, Bryan Schwartz, Bryan Schwartz Law, 180 Grand Avenue, Suite 1550, Oakland, California, 94612, (510) 444-9300, or email Hillary@BryanSchwartzLaw.com.

YOU SHOULD NOT CONTACT THE COURT WITH QUESTIONS.

VII. Conclusion

THIS NOTICE AND ITS CONTENT HAS BEEN AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, THE HONORABLE JEFFREY S. WHITE, UNITED STATES DISTRICT COURT JUDGE.

/s/

____
The Honorable Jeffrey S. White
United States District Judge

Exhibit G

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ROSALIE PEARSON and DENNIS NEWSHAM, individually, on behalf of others similarly situated, and on behalf of the general public, Plaintiff(s), v. SAMSONITE COMPANY STORES, INC., SAMSONITE CORPORATION, and DOES 1 – 50, inclusive, Defendant(s).	Case No. CV 09-01263 JSW **SETTLEMENT OFFER AND RELEASE, INCLUDING OPT-IN/CLAIM FORM** Judge: Hon. Jeffrey S. White Courtroom: 11, 19th Floor Date Action Filed: March 24, 2009

IF YOU ARE RECEIVING THIS NOTICE, THEN IT WILL LIKELY AFFECT YOUR RIGHT TO BE COMPENSATED. PLEASE REVIEW CAREFULLY.

Deadline For Submission of Opt-In/Claim Form: [DATE]

NOTICE TO [NAME]_______________:

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THIS ACTION.

AS A POTENTIAL CLASS AND/OR COLLECTIVE ACTION PLAINTIFF IN THE ABOVE-REFERENCED ACTION, IF YOU SUBMIT THE ATTACHED OPT-IN/CLAIM FORM, YOU WILL BE ENTITLED TO RECEIVE A PAYMENT PURSUANT TO THE PROPOSED SETTLEMENT DESCRIBED HEREIN, AS LONG AS THIS SETTLEMENT RECEIVES FINAL APPROVAL BY THE COURT.

1. Under the terms of the settlement, you will receive a payment of **at least $**_______________ for the settlement of your claims in the lawsuit, which will occur after the Court approves the settlement as final.

For tax reasons, this payment will be divided into two separate parts, delivered at the same time, and applicable withholding taxes and other amounts will be withheld.

2. **If you wish to receive your payment, described above, then you must submit the attached Opt-In/Claim form as instructed prior to [90 days after mailing of notice].**

3. If you worked for Samsonite in California or New York, and you do not wish to remain a participant in the case, then you must timely request in writing to opt-out of the Class. If you remain in the case, you will release the claims described in paragraph 3 below and be permanently barred from asserting any of the claims described in paragraph 3 below. Your request for exclusion must legibly set forth your name and address, and must include a statement that you wish to opt-out and be excluded from the lawsuit and the settlement. Your request for exclusion must be received, via United States mail, postmarked no later than ___ ___<90 days from mailing>____, 2010, by the Settlement Administrator at the following address:

[ADDRESS]

3. If you wish to participate in this settlement and receive the payment above, then when Court approval of the Settlement becomes final, you will release and forever discharge Samsonite Company Stores, Inc., and Samsonite Corporation, and each of their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies and attorneys and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, agents, and any individual or entity which could be jointly liable with Samsonite Company Stores, Inc., and Samsonite Corporation, all claims, demands, rights, liabilities, and causes of action known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any and all claims, demands, rights, liabilities, and causes of action, whether at law or in equity, including claims under federal, state and/or local wage and hour laws, whether known or unknown, asserted or unasserted, you may have arising up to and including the date you sign this release, whether in the nature of claims for damages, liquidated damages, punitive damages, unpaid wages, premium pay, waiting-time penalties, interest, attorney's fees, or injunctive relief or other penalties that were or could have been asserted out of, relating to, or in connection with any:

a. improper classification as exempt;
b. failure to provide overtime wages when due;
c. failure to provide timely or accurate final paychecks, statements of earning, or compensable time worked;
d. failure to provide meal or rest periods or payments in lieu thereof;
e. failure to make or keep records of time worked;
f. failure to provide the appropriate number of vacation hours; and
g. unfair business practices arising from any of a. through f. above.

OPT-IN/CLAIM FORM

in relation to
Pearson, et al. v. Samsonite Company Stores, Inc., et al. - Wage and Hour Settlement
Untied States District Court
Northern District of California
Case No. 3:09-cv-1263 JSW

YOU MUST SIGN, DATE, AND SUBMIT THIS FORM SO THAT IT IS RECEIVED NO LATER THAN [90 DAYS FROM MAILING] IN ORDER TO RECEIVE ANY COMPENSATION IN THIS MATTER

I hereby consent to join a lawsuit against Samsonite Company Stores, Inc., and Samsonite Corporation (together, "Samsonite"), as a Plaintiff, to assert claims against it for violations of the wage and hour laws of the United States and/or the state(s) where I worked for Samsonite. There were occasions when I worked over 40 hours per week for Samsonite as a Store Manager and did not receive overtime compensation.

I have carefully reviewed the Settlement Offer and Release, and hereby agree that in exchange for the payment articulated in the Settlement Offer and Release, I release the wage/hour claims identified in the Settlement Offer and Release against Samsonite and the parties named therein.

______________________ ______________
Signature Date

____
Print Name

____
Address (with apartment number if applicable)

Fax or Mail To:

____
City, State, Zip Code

[SETTLEMENT ADMIN.]

____
Best Phone Numbers

____
E-Mail Address

____
Social Security Number

____
Emergency Contact

____
Samsonite Location(s) Worked

Exhibit H

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ROSALIE PEARSON and DENNIS NEWSHAM, individually, on behalf of others similarly situated, and on behalf of the general public, Plaintiff(s), v. SAMSONITE COMPANY STORES, INC., SAMSONITE CORPORATION, and DOES 1 – 50, inclusive, Defendant(s).	Case No. CV 09-01263 JSW **NOTICE REGARDING SETTLEMENT OF CLASS AND COLLECTIVE ACTION AND RELEASE** Judge: Hon. Jeffrey S. White Courtroom: 11, 19th Floor Date Action Filed: March 24, 2009

IF YOU ARE RECEIVING THIS NOTICE, THEN IT WILL LIKELY AFFECT YOUR RIGHT TO BE COMPENSATED. PLEASE REVIEW CAREFULLY.

RE: Lawsuit against Samsonite

<DATE>

Dear <NAME>,

We are pleased to report that we have reached a settlement with Samsonite Company Stores, Inc., and Samsonite, relating to the *Pearson, et al. v. Samsonite Company Stores, Inc., et al.*, lawsuit against the company, which entitles you to compensation in exchange for your release of wage/hour claims against the company.

Your individual settlement offer and release is attached. If you have any questions about the settlement or release, please contact Hillary Baker at Hillary@BryanSchwartzLaw.com, or 510-444-9300.

Though you have already opted-into this matter, to receive a payment under this settlement, you must submit the attached claim form not later than [90 days from mailing].

Sincerely,

Bryan J. Schwartz

Enclosure

Settlement Offer and Release

in relation to
Pearson, et al. v. Samsonite Company Stores, Inc., et al. - Wage and Hour Settlement
Untied States District Court
Northern District of California
Case No. 3:09-cv-1263 JSW

NOTICE TO [NAME]_______________:

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY PROCEEDINGS IN THIS ACTION.

AS AN OPT-IN PLAINTIFF WHO FILED A CONSENT FORM IN THE ABOVE-REFERENCED ACTION, YOU ARE ENTITLED TO RECEIVE A PAYMENT PURSUANT TO THE SETTLEMENT DESCRIBED HEREIN, AS LONG AS THE SETTLEMENT RECEIVES THE COURT'S FINAL APPROVAL.

1. Under the terms of the settlement, you will receive a payment of **at least $**_______________ for the settlement of your claims in the lawsuit, which will occur after the Court approves the settlement as final. For tax reasons, this payment will be divided into two separate parts, delivered at the same time, and applicable withholding taxes will be withheld.

2. If you do not wish to remain a participant in the case, then you must timely request in writing to be withdrawn from the case. If you remain in the case, you will release the claims described in paragraph 3 below and be permanently barred from asserting any of the claims described in paragraph 3 below. Your request for exclusion must legibly set forth your name and address, and must include a statement that you wish to withdraw and be excluded from the lawsuit and the settlement. Your request for exclusion must be received, via United States mail, postmarked no later than ___ ___<90 days from mailing>____, 2010, by the Settlement Administrator at the following address:

   [Settlement Administrator]

3. If you wish to participate in this settlement and receive the payment above, then when Court approval of the Settlement becomes final, you will release and forever discharge Samsonite Company Stores, Inc., and Samsonite Corporation, and each of their past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parent companies and attorneys and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, agents, and any individual or entity which could be jointly liable with Samsonite Company Stores, Inc., and Samsonite Corporation, all claims, demands, rights, liabilities, and causes of action known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any and all claims, demands, rights, liabilities, and causes of action, whether at law or in equity, including claims under federal, state and/or local wage and hour laws, whether known or unknown, asserted or unasserted, you may have arising up to and including the date you sign this release, whether in the nature of claims for damages, liquidated damages, punitive damages, unpaid wages, premium pay, waiting-time penalties, interest, attorney's fees, or injunctive relief or other penalties that were or could have been asserted out of, relating to, or in connection with any:
   a. improper classification as exempt;
   b. failure to provide overtime wages when due;
   c. failure to provide timely or accurate final paychecks, statements of earning, or compensable time worked;
   d. failure to provide meal or rest periods or payments in lieu thereof;
   e. failure to make or keep records of time worked;
   f. failure to provide the appropriate number of vacation hours; and
   g. unfair business practices arising from any of a. through f. above.

CLAIM FORM

in relation to
Pearson, et al. v. Samsonite Company Stores, Inc., et al. - Wage and Hour Settlement
Untied States District Court
Northern District of California
Case No. 3:09-cv-1263 JSW

YOU MUST SIGN, DATE, AND SUBMIT THIS FORM SO THAT IT IS RECEIVED NO LATER THAN [90 DAYS FROM MAILING] IN ORDER TO RECEIVE ANY COMPENSATION IN THIS MATTER

I have carefully reviewed the Settlement Offer and Release, and hereby agree that in exchange for the payment articulated in the Settlement Offer and Release, I release the wage/hour claims identified in the Settlement Offer and Release against Samsonite Company Stores, Inc., Samsonite Corporation, and the parties named therein.

________________________ _______________
Signature Date

____
Print Name

____
Address (with apartment number if applicable)

Fax or Mail To:

[SETTLEMENT ADMIN.]

____
City, State, Zip Code

____
Best Phone Numbers

____
E-Mail Address

____
Social Security Number

____
Emergency Contact

____
Samsonite Location(s) Worked

Exhibit I

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ROSALIE PEARSON and DENNIS NEWSHAM, individually, on behalf of others similarly situated, and on behalf of the general public, Plaintiff(s), v. SAMSONITE COMPANY STORES, INC., SAMSONITE CORPORATION, and DOES 1 – 50, inclusive, Defendant(s).	Case No. CV 09-01263 JSW **[proposed] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT** Judge: Hon. Jeffrey S. White Courtroom: 11, 19th Floor Date Action Filed: March 24, 2009

[PROPOSED] ORDER

The Court granted preliminary approval of the "Joint Stipulation of Settlement and Release Between Plaintiffs and Defendant." For the reasons stated in the "Joint Motion for Final Approval of Settlement and Release Between Plaintiffs and Defendant," and applying each of the factors outlined by the 9th Circuit in *Officers of Justice v. Civil Service Com'n of City and County of San Francisco*, 688 F.2d 615, 625 (9th Cir. 1982) and the other cases cited in the Joint Motion, I have determined that this settlement is fundamentally fair, adequate, and reasonable. The Court further grants the attorneys' fees and costs allocated therein, which are reasonable based on the fine result obtained for the class, the risk taken by Class Counsel and amount of work Class Counsel expending in litigating the matter on a contingency basis, and which comply with the 9th Circuit's benchmark for attorneys' fees in a class action (attorneys' fees equal 25% of the common fund). *See, e.g., Powers v. Eichen,* 229 F.3d 1249, 1256-57 (9th Cir. 2000).

Thus, and in light of all of the relevant authority and the entire record in this case, the Court hereby GRANTS FINAL APPROVAL of the Joint Stipulation of Settlement and Release Between Plaintiffs and Defendant and the settlement payments to the class, enhancements to representative Plaintiffs, and fees and costs to counsel outlined therein.

Without affecting the finality of this Order and Final Judgment, this Court retains exclusive jurisdiction over the parties and the Settlement Class for all matters relating to this Court Action, including the administration, interpretation, effectuation or enforcement of the Stipulation of Settlement and this Order and Final Judgment.

So Ordered.

Jeffrey S. White
United States District Court

Exhibit J

2007 DOL SETTLEMENT

U. S. Department of Labor
Office of the Solicitor
1999 Broadway
Suite 1600
Denver, Colorado 80202

SETTLEMENT AGREEMENT

The parties to this Agreement, the U.S. Department of Labor (the "Department") and Samsonite Company Stores, Inc., ("Samsonite Stores") a corporation that operates approximately 200 stores selling luggage and other travel items throughout the United States hereby make the following agreement.

1. The Department, through the Wage-Hour Division, investigated certain of Samsonite Stores' stores in Minnesota and Wisconsin under the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. §§ 201, et seq.) ("the FLSA") covering portions of the time periods during 2002 through mid-2004. A subsequent follow-up investigation by the Wage-Hour Division has covered all of Samsonite Stores' stores nationwide for the time period from June 2004 through October 31, 2006.

2. Samsonite Stores agrees that the provisions of the FLSA apply to its stores with regard to its operation of business.

3. The follow-up Wage-Hour investigation disclosed violations of the overtime and recordkeeping provisions of the FLSA at approximately 141 of Samsonite Stores' stores. Specifically the Department determined that Samsonite Stores failed to pay overtime compensation to certain store managers who were entitled to overtime compensation during certain workweeks when such store managers did not customarily and regularly supervise the equivalent of two or more full time employees. Samsonite Stores also failed to maintain accurate records of hours worked by such store managers for those workweeks.

4. Samsonite Stores and the Department desire to enter into this Settlement Agreement to resolve the issues that arose in connection with the recent investigation on a national basis. This Settlement Agreement is entered into in order to resolve these issues without further burden, expense and delay to the parties, and to avoid the protracted costs and expenses of litigation.

5. Samsonite Stores is now paying, and will continue to pay, overtime compensation to all of its store managers who do not regularly and customarily supervise the equivalent of two or more full time employees when these store managers work more than 40 hours in a workweek. Samsonite Stores will also ensure that store managers who do not regularly and customarily supervise the equivalent of two or more full time employees accurately record the hours they work each workweek.

6. Samsonite Stores has computed back wages owed to its former and current employees for the time period from June 14, 2004 through to and including October 29, 2006. The parties agree that the back wages have been properly computed in the following manner. For those store managers working in stores in which hourly employees worked a total of 154 to 156.9 hours in a two week pay period, overtime will be paid for one week of each two week pay period at the rate of one half the store manager's regular rate of pay multiplied by 5 hours of overtime per week. For those store managers working in stores in which hourly employees worked a total of 154 hours or less in a two week pay period, overtime will be paid for each week at the rate of one half the store manager's regular rate of pay multiplied by 5 hours of overtime per week. The parties acknowledge that this method of computing overtime back wages owed was used for settlement purposes only.

Samsonite Stores and the Department agree that back wages total $222,326.78 owed to 213 employees for the time period from June 14, 2004, to October 29, 2006. Samsonite Stores has furnished the Department a summary of the back wages computations for each employee, as well as documentation supporting the computations and summary. The Department has reviewed the summary and supporting documentation provided by Samsonite Stores and taken such steps as it has deemed necessary to verify that the supporting documentation and computation of back wages is accurate.

7. The back wages will be distributed by Samsonite Stores issuing and delivering individual checks to each of its former and current employees owed back wages. Samsonite Stores may also deliver a form and request the employees to sign the form indicating that they are voluntarily accepting the back wage check. Following delivery of the checks, and Samsonite Stores' bank's receipt of the negotiated checks, Samsonite Stores will forward to the Denver District Wage-Hour Office a copy of the front and back of each check to verify payment to the employees.

8. Any checks that Samsonite Stores is unable to deliver to its former or current employees who are determined to be owed back wages or who refuse to accept such checks shall be voided and a check for one lump sum amount equaling the net proceeds owing to such employees along with each such employee's social security number, last known address, and gross and net amount due, shall be sent to the Denver District Wage-Hour Office no later than eighty (80) calendar days following the completed execution of this Agreement. This lump sum check shall be made payable to "Wage and Hour, Labor." The Department will attempt to locate the unlocated employees and disburse the money. Any employee who previously refused to accept a back wage check and who changes his/her mind and accepts the check will be paid by

the Department of Labor from Samsonite Stores monies. Any such amounts paid to employees which have not been disbursed after three years, because of the inability to locate the proper persons or because of their refusal to accept payment, shall be deposited into the Treasury of the United States as miscellaneous receipts. If any employee who refused to accept back wages receives any back wage payments from Samsonite Stores through a private action or other resolution for the time periods covered by this Settlement Agreement, the Department of Labor will reimburse Samsonite Stores from its withheld funds upon proof of payment to the employee.

9. Samsonite Stores acknowledges that it will be responsible for the employer's share of FICA taxes in connection with these back wages.

10. The Denver District Wage-Hour Office has assessed civil money penalties in the total amount of $45,540.00 against Samsonite Stores as a result of the violations found during the recent investigation. The Department of Labor considered these violations to be repeated in computing the penalties. In lieu of filing an exception to the assessment of the civil money penalties, Samsonite Stores will pay such civil money penalties in the total amount of $45,540.00.

11. The civil money penalty shall be paid by Samsonite Stores issuing one check in the amount of $45,540.00 made payable to "Wage-Hour Division, Labor". This check shall be mailed to the Wage-Hour Denver Regional Office, 525 So. Griffin St., Suite 800, Dallas, TX 75202-5007, attn: Susana Rendon. This payment shall be made on or before fifteen (15) days after the date of the civil money penalty assessment letter mailed to Samsonite Stores. If the payments are more than five (5) days late, Samsonite Stores will be in default. Any defaulted balance shall be subject to the assessment of interest and penalty interest rates, and collection costs, as required by the Debt Collection Improvement Act of 1996 (Public Law 104-134).

12. Samsonite Stores states that it is in current compliance with the overtime and recordkeeping provisions of the FLSA and will continue to comply with these provisions in the future.

13. By entering into this Agreement, the Department does not waive its right to conduct future investigations of Samsonite Stores under the FLSA for Samsonite Stores' actions after October 29, 2006, and to take appropriate enforcement action, including the assessment of civil money penalties, with respect to any violations disclosed by such investigations. The Department agrees that it will bring no other claims against Samsonite for the payment of wages for the alleged violations described in paragraph 3 above, as calculated using the methodology set forth in paragraph 6 above, for the time periods covered by this Settlement Agreement.

14. Each party agrees to bear its own fees and expenses in connection with any stage of this proceeding.

Dated January 11, 2007

By: Robert C Farone
Robert C. Farone, Vice President,
General Manager of
Samsonite Company Stores, Inc.
575 West Street, Suite 110
Mansfield, MA 02048

On behalf of Samsonite Company Stores, Inc.

Dated January 11, 2007

Howard Radzely
Solicitor of Labor

Michael A. Stabler

Regional Solicitor

Ann M. Noble
Associate Regional Solicitor

By: Katherine Vigil
Katherine Vigil
Senior Trial Attorney

By:________________________________

Charles W. Newcom
Sherman & Howard
633 17th Street, Suite 3000
Denver, CO 80202

Attorneys for Samsonite Company Stores, Inc.

United States Department Of Labor
Office of the Solicitor
1999 Broadway
Suite 1600
Denver, CO 80202

Attorneys for Department of Labor

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address)	Investigator:	Date:
Denver CO District Office Denver District Office 1999 Broadway, Suite 2445 Denver, CO 80202-5712 720-264-3250	*Lillie Henry*	*01/30/2007*
	Employer Fed Tax ID Number *35-3511556*	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
1. ACOSTA, WAYNE		*06/11/2005 to 06/10/2006*		*$57.74*
2. AITKEN, KIMBERLY L		*06/11/2005 to 06/10/2006*		*$913.31*
3. ALEXANDER C, MATTHEW C		*06/11/2005 to 06/10/2006*		*$53.19*
4. ALLEN, FAYE E		*06/11/2005 to 06/10/2006*		*$1,569.77*
5. ALLENBACK, SHERRIE		*06/11/2005 to 06/10/2006*		*$1,056.57*
6. ALVIDREZ, ERMALINDA		*06/11/2005 to 06/10/2006*		*$1,598.27*
7. ANDERSON, TIANA L		*06/11/2005 to 06/10/2006*		*$2,067.21*
8. ANDERSON, WAYNE		*06/11/2005 to 06/10/2006*		*$2,358.68*
9. ANGELO, MICHAEL C		*06/11/2005 to 06/10/2006*		*$2,641.41*
10. ARNOLD, AVON		*06/11/2005 to 06/10/2006*		*$1,223.56*
11. BAEZ, MICHAEL		*06/11/2005 to 06/10/2006*		*$299.15*
12. BAKER, CARY		*06/11/2005 to 06/10/2006*		*$505.01*
13. BAKER, LARRY		*06/11/2005 to 06/10/2006*		*$255.13*
14. BARNES, RYAN		*06/11/2005 to 06/10/2006*		*$661.83*
15. BASILIO, LAURA		*06/11/2005 to 06/10/2006*		*$1,230.29*
16. BEAUDRY, CATHERINE G		*06/11/2005 to 06/10/2006*		*$2,516.10*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by
02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
17. BELAND, DEBORAH		*06/11/2005 to 06/10/2006*		*$80.40*
18. BELL, RUTH		*06/11/2005 to 06/10/2006*		*$1,489.45*
19. BILSON, MARY LOUISE		*06/11/2005 to 06/10/2006*		*$342.02*
20. BISGROVE, HELEN M		*06/11/2005 to 06/10/2006*		*$2,904.77*
21. BJORNSTAD, IAN L		*06/11/2005 to 06/10/2006*		*$583.19*
22. BOGACZ, CAROL		*06/11/2005 to 06/10/2006*		*$2,079.64*
23. BOHLINGER, KENNETH E		*06/11/2005 to 06/10/2006*		*$2,556.38*
24. BOMBARD, RACHEL		*06/11/2005 to 06/10/2006*		*$1,364.22*
25. BRINKLEY, ChRISTOPHER		*06/11/2005 to 06/10/2006*		*$485.77*
26. BRITTMAN, NORMAN		*06/11/2005 to 06/10/2006*		*$981.05*
27. BROCK, DEBRA		*06/11/2005 to 06/10/2006*		*$834.82*
28. BROCKMANN, CHRISTINE		*06/11/2005 to 06/10/2006*		*$544.87*
29. BROWN, REX K		*06/11/2005 to 06/10/2006*		*$1,692.55*
30. BROWN, SHERIL		*06/11/2005 to 06/10/2006*		*$969.17*
31. BUJAK, MARJORY L		*06/11/2005 to 06/10/2006*		*$505.09*
32. BUTLER, DONNA		*06/11/2005 to 06/10/2006*		*$1,910.46*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address)	Denver CO District Office Denver District Office 1999 Broadway, Suite 2445 Denver, CO 80202-5712 720-264-3250	Investigator: *Lillie Henry* Employer Fed Tax ID Number *35-3511556*	Date: *01/30/2007*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
33. CARDEN, BRIAN		*06/11/2005 to 06/10/2006*		*$1,000.80*
34. CARDOZA, NANCY		*06/11/2005 to 06/10/2006*		*$2,372.99*
35. CARR, HEATHER		*06/11/2005 to 06/10/2006*		*$1,746.73*
36. CHIGHIZOLA, CRYSTAL L		*06/11/2005 to 06/10/2006*		*$974.30*
37. CHIM, KHEN		*06/11/2005 to 06/10/2006*		*$1,219.45*
38. CHURCH, Nicole		*06/11/2005 to 06/10/2006*		*$879.66*
39. CLAPP, GARY		*06/11/2005 to 06/10/2006*		*$329.93*
40. COHEN, STEVEN R		*06/11/2005 to 06/10/2006*		*$1,770.43*
41. COLEMAN, JACK		*06/19/2004 to 11/04/2006*		*$196.98*
42. CONLEY, SUSAN		*06/11/2005 to 06/10/2006*		*$161.83*
43. COONRADT, COBY		*06/11/2005 to 06/10/2006*		*$255.29*
44. COOPER, ALEXIS		*06/11/2005 to 06/10/2006*		*$62.78*
45. CREAGER, CHRISTIANE		*06/11/2005 to 06/10/2006*		*$940.24*
46. CUMBIE, CHRISTINA M		*06/11/2005 to 06/10/2006*		*$1,395.18*
47. DELACRUZ, JUAN		*06/11/2005 to 06/10/2006*		*$347.45*
48. DELHOTAL, DIANE		*06/11/2005 to 06/10/2006*		*$856.25*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by *02/02/2007* Signed: ____________	Employer Name and Address: *Samsonite Luggage Store* *Samsonite Company Stores Inc* *11200 E 45th Ave* *Denver, CO 80239*	TOTAL *$222,326.78* * Column 4-Code FLSA 1 PCA 2 SCA 3 DBRA 4 CWHSSA 5 CCPA 6 FMLA 7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
49. DEMARS, BRENDA E		*06/11/2005 to 06/10/2006*		*$212.82*
50. DEMOURELLE, MICHAEL J		*06/11/2005 to 06/10/2006*		*$842.11*
51. DESANTI, CHERRI		*06/19/2004 to 11/04/2006*		*$141.51*
52. DEWOLFE, DAVID		*06/11/2005 to 06/10/2006*		*$72.78*
53. DIAZ, CHERYL		*06/11/2005 to 06/10/2006*		*$653.23*
54. DILLEY, DONNA M		*06/11/2005 to 06/10/2006*		*$1,269.82*
55. DISILVESTRO, CARYN		*06/11/2005 to 06/10/2006*		*$1,109.10*
56. DOBBERFUHL, DENNIS		*06/11/2005 to 06/10/2006*		*$2,436.25*
57. DONALDSON, GLORIA		*06/11/2005 to 06/10/2006*		*$458.80*
58. DORTON, CHAD		*06/11/2005 to 06/10/2006*		*$977.73*
59. DUNCAN, DENNY W		*06/11/2005 to 06/10/2006*		*$2,167.61*
60. DUNN, ANDREW T		*06/11/2005 to 06/10/2006*		*$669.99*
61. ELLISON, CONNIE S		*06/11/2005 to 06/10/2006*		*$1,458.37*
62. ELLS, DOROTHY L		*06/11/2005 to 06/10/2006*		*$2,920.00*
63. FABIANO, ADAM		*06/11/2005 to 06/10/2006*		*$2,264.09*
64. FAGG, SHARON		*06/11/2005 to 06/10/2006*		*$1,004.93*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ______________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address)	Investigator:	Date:
Denver CO District Office Denver District Office 1999 Broadway, Suite 2445 Denver, CO 80202-5712 720-264-3250	*Lillie Henry*	*01/30/2007*
	Employer Fed Tax ID Number *35-3511556*	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
65. FAULKNER, SHERRY C		*06/11/2005 to 06/10/2006*		*$834.29*
66. FAZIO, MADELINE		*06/11/2005 to 06/10/2006*		*$1,702.36*
67. FERBER, PAULINE		*06/11/2005 to 06/10/2006*		*$221.15*
68. FISHER GIEB, DEBRA		*06/11/2005 to 06/10/2006*		*$75.13*
69. FONTE, JOSE A		*06/11/2005 to 06/10/2006*		*$1,655.01*
70. FOSSLER, ERIC		*06/11/2005 to 06/10/2006*		*$828.23*
71. FOSTER, PERRY D		*06/11/2005 to 06/10/2006*		*$2,154.01*
72. FOUTZ, ROGER		*06/11/2005 to 06/10/2006*		*$226.01*
73. FOWLER, RACHELLE		*06/11/2005 to 06/10/2006*		*$359.21*
74. FRANCOEUR, JENNIFER M		*06/11/2005 to 06/10/2006*		*$403.81*
75. FRESHOUR, MARK		*06/11/2005 to 06/10/2006*		*$312.25*
76. FYSH, CHRISTINE		*06/11/2005 to 06/10/2006*		*$1,093.76*
77. GANNON, CHRISTOPHER		*06/11/2005 to 06/10/2006*		*$1,630.43*
78. GARLOCK, CHRISTOPHER		*06/11/2005 to 06/10/2006*		*$1,437.37*
79. GIFFORD, TAMMY		*06/11/2005 to 06/10/2006*		*$888.01*
80. GILMER, TONI		*06/11/2005 to 06/10/2006*		*$1,117.58*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave
Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address)	Investigator:	Date:
Denver CO District Office Denver District Office 1999 Broadway, Suite 2445 Denver, CO 80202-5712 720-264-3250	*Lillie Henry*	*01/30/2007*
	Employer Fed Tax ID Number *35-3511556*	

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
81. GOODSELL, SARAH		*06/11/2005 to 06/10/2006*		*$1,067.97*
82. GRIFFIN, CHRISTINA		*06/11/2005 to 06/10/2006*		*$1,511.34*
83. GUTELIUS, TONYA L		*06/11/2005 to 06/10/2006*		*$3,301.76*
84. HALEY, JEREMY		*06/11/2005 to 06/10/2006*		*$570.77*
85. HARDENBURG, CRYSTAL A		*06/11/2005 to 06/10/2006*		*$2,422.12*
86. HARKAY, BRUCE		*06/11/2005 to 06/10/2006*		*$1,461.44*
87. HARRIS, WILLIAM		*06/11/2005 to 06/10/2006*		*$920.01*
88. HELM, JENNIFER		*06/11/2005 to 06/10/2006*		*$627.12*
89. HERNANDEZ, BEN		*06/11/2005 to 06/10/2006*		*$218.41*
90. HILL, MASAME		*06/11/2005 to 06/10/2006*		*$699.44*
91. HOMER, KELLY		*06/11/2005 to 06/10/2006*		*$653.64*
92. HOWARD, ANDREW B		*06/11/2005 to 06/10/2006*		*$453.02*
93. IACOLUCCI, MARLENE		*06/11/2005 to 06/10/2006*		*$2,543.18*
94. ISOM, CRISTINA		*06/11/2005 to 06/10/2006*		*$1,163.34*
95. JACKSON, JILA D		*06/11/2005 to 06/10/2006*		*$1,934.24*
96. JAMES, BONNIE		*06/11/2005 to 06/10/2006*		*$460.66*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
97. JARAMILLO, JIMMY		*06/11/2005 to 06/10/2006*		*$73.89*
98. JONES, ERIC C		*06/11/2005 to 06/10/2006*		*$1,250.45*
99. JUSTIANA, BARBARA		*06/11/2005 to 06/10/2006*		*$660.09*
100. KERN, DONNA R		*06/11/2005 to 06/10/2006*		*$78.19*
101. KINEBREW, JAMILA T		*06/11/2005 to 06/10/2006*		*$698.77*
102. KING, STEPHANIE		*06/11/2005 to 06/10/2006*		*$1,267.22*
103. KLAMAN, KAREN		*06/11/2005 to 06/10/2006*		*$31.60*
104. KUREK, MARLENE		*06/11/2005 to 06/10/2006*		*$215.10*
105. LAWN, KATHY J		*06/11/2005 to 06/10/2006*		*$1,709.27*
106. LAWRENCE, JIMMIE		*06/11/2005 to 06/10/2006*		*$455.62*
107. LAWSON, KATHERINE		*06/11/2005 to 06/10/2006*		*$468.54*
108. LAY, JOSHUA		*06/11/2005 to 06/10/2006*		*$1,089.34*
109. LEKER, PHIL		*06/11/2005 to 06/10/2006*		*$307.16*
110. LEWIS, MARTHA		*06/11/2005 to 06/10/2006*		*$784.80*
111. LINDSEY, JESSICA L		*06/11/2005 to 06/10/2006*		*$320.51*
112. LOMBARDO, GLORIA R		*06/11/2005 to 06/10/2006*		*$1,812.73*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by
02/02/2007

Signed: ______________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
113. LUCERO, PAULETTE		*06/11/2005 to 06/10/2006*		*$1,467.56*
114. LYONS, LARRY		*06/11/2005 to 06/10/2006*		*$356.81*
115. MATTILA, DANA E		*06/11/2005 to 06/10/2006*		*$3,244.80*
116. MCCOY, CINDY		*06/11/2005 to 06/10/2006*		*$1,106.21*
117. MCKENZIROBARTS,		*06/11/2005 to 06/10/2006*		*$442.15*
118. MEDEL, WASHINGTON R		*06/11/2005 to 06/10/2006*		*$598.36*
119. MELENDEZ, REBECCA		*06/11/2005 to 06/10/2006*		*$275.92*
120. MERRILL, VIRGINIA		*06/11/2005 to 06/10/2006*		*$111.66*
121. MIKE, ELAINE		*06/11/2005 to 06/10/2006*		*$529.16*
122. MILLER POLLARD, JANE		*06/11/2005 to 06/10/2006*		*$2,921.95*
123. MINICH, JENNIFER		*06/19/2004 to 11/04/2006*		*$67.81*
124. MOEN, EMILY A		*06/11/2005 to 06/10/2006*		*$1,340.10*
125. MORGAN, CAROL J		*06/11/2005 to 06/10/2006*		*$422.87*
126. MORGAN, NANCY		*06/11/2005 to 06/10/2006*		*$395.87*
127. MORRIS, WILLARD		*06/11/2005 to 06/10/2006*		*$716.47*
128. MORRISON, LYNNSIE		*06/11/2005 to 06/10/2006*		*$515.38*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave
Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code	
FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
129. NEWHOF, KATHLEEN M		*06/11/2005 to 06/10/2006*		*$2,581.66*
130. NIEVES, MANNY		*06/11/2005 to 06/10/2006*		*$1,843.77*
131. OCONNOR, BETH		*06/11/2005 to 06/10/2006*		*$767.79*
132. OUNJIAN, BERGE		*06/11/2005 to 06/10/2006*		*$5,337.70*
133. PADILLA, MIKE		*06/11/2005 to 06/10/2006*		*$124.09*
134. PARKER, GEORGE		*06/11/2005 to 06/10/2006*		*$550.70*
135. PEAKE, ALEXA		*06/11/2005 to 06/10/2006*		*$823.73*
136. PEIRCE, MATTHEW		*06/11/2005 to 06/10/2006*		*$1,254.47*
137. PEKUL, CASSIE L		*06/11/2005 to 06/10/2006*		*$775.70*
138. PERKINS, CYNTHIA		*06/11/2005 to 06/10/2006*		*$149.58*
139. PETERS, JENNIFER		*06/11/2005 to 06/10/2006*		*$221.43*
140. PETERSBURG, DEREK S		*06/11/2005 to 06/10/2006*		*$363.31*
141. PETRACICH, JASON A		*06/11/2005 to 06/10/2006*		*$446.58*
142. PICCHETTI, DAWN M		*06/11/2005 to 06/10/2006*		*$690.88*
143. PICKLES, CHELSY		*06/11/2005 to 06/10/2006*		*$251.59*
144. PLAPIS, CHERIANNE		*06/11/2005 to 06/10/2006*		*$268.60*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
145. POTTER, JIMMY		*06/11/2005 to 06/10/2006*		*$785.45*
146. PRUE, MICHAEL		*06/11/2005 to 06/10/2006*		*$2,266.32*
147. PURDUM, ERICK		*06/11/2005 to 06/10/2006*		*$511.28*
148. PURDY, DARLENE L		*06/11/2005 to 06/10/2006*		*$2,821.50*
149. RAINSBERG, ERIC		*06/11/2005 to 06/10/2006*		*$508.55*
150. RAMOS, LAURA		*06/11/2005 to 06/10/2006*		*$758.60*
151. REAVES, ANGELIA M		*06/11/2005 to 06/10/2006*		*$1,014.09*
152. RENCHER, VICKIE J		*06/11/2005 to 06/10/2006*		*$81.90*
153. ROBEY, REGINALD		*06/19/2004 to 11/04/2006*		*$779.24*
154. ROBINSON, MELISSA R		*06/11/2005 to 06/10/2006*		*$843.02*
155. ROCHUSSEN, GARY		*06/11/2005 to 06/10/2006*		*$1,756.72*
156. ROJAS, DEBRA L		*06/11/2005 to 06/10/2006*		*$870.53*
157. RUCKER, ANNE		*06/11/2005 to 06/10/2006*		*$513.34*
158. SAFFORD, STEPHEN		*06/11/2005 to 06/10/2006*		*$154.25*
159. SALMON, GERALD D		*06/11/2005 to 06/10/2006*		*$450.74*
160. SANDERS, MARCELLE		*06/11/2005 to 06/10/2006*		*$1,157.08*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
161. SANTIAGO, NELSON		06/11/2005 to 06/10/2006		$1,194.80
162. SCHOFIELD, RICHARD		06/11/2005 to 06/10/2006		$1,742.89
163. SCIALABBA, RENEE		06/11/2005 to 06/10/2006		$1,931.45
164. SIMMONS, JAMES		06/11/2005 to 06/10/2006		$2,596.73
165. SMITH, COREY		06/11/2005 to 06/10/2006		$474.12
166. SMITH, REBECCA		06/11/2005 to 06/10/2006		$1,236.95
167. SNOW, LORI A		06/11/2005 to 06/10/2006		$1,100.02
168. SNYDER, ANNETTE D		06/11/2005 to 06/10/2006		$3,889.97
169. SPURIA, DAVID		06/11/2005 to 06/10/2006		$153.85
170. STALEY, MARIA		06/11/2005 to 06/10/2006		$957.65
171. STLOUIS, TABATHA		06/11/2005 to 06/10/2006		$1,005.33
172. SUDER, JAMES		06/11/2005 to 06/10/2006		$467.38
173. SURRENA, MICHAEL G		06/11/2005 to 06/10/2006		$379.33
174. SWEARINGEN, DOUGLAS		06/11/2005 to 06/10/2006		$107.91
175. SYMMONDS, JULIE		06/11/2005 to 06/10/2006		$164.55
176. THERMIL, RONALD		06/11/2005 to 06/10/2006		$209.60

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL **$222,326.78**

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Date: 01/30/2007 8:53:14 AM

Case ID: 1444551

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
177. THIEL, PATRICK A		*06/11/2005 to 06/10/2006*		*$2,524.17*
178. THOMPKINS, NANCY		*06/11/2005 to 06/10/2006*		*$817.96*
179. THORNTON, PATRICK		*06/11/2005 to 06/10/2006*		*$1,031.00*
180. TORRES LORENZO,		*06/11/2005 to 06/10/2006*		*$3,389.46*
181. TRIMBERGER, JOHN		*06/11/2005 to 06/10/2006*		*$60.04*
182. TURITTO, CRISTINE		*06/11/2005 to 06/10/2006*		*$511.73*
183. UPHAM, THOMAS		*06/11/2005 to 06/10/2006*		*$621.35*
184. VANDAVEER, DESIREE A		*06/11/2005 to 06/10/2006*		*$963.92*
185. VANDERPOOL, VERMNON		*06/11/2005 to 06/10/2006*		*$548.08*
186. VANETTEN, KORRIN M		*06/11/2005 to 06/10/2006*		*$2,063.90*
187. VASQUEZ, MARCELLINA		*06/11/2005 to 06/10/2006*		*$662.39*
188. VELASQUEZ, JHON		*06/11/2005 to 06/10/2006*		*$1,180.26*
189. VERMILLION, ANGELA		*06/11/2005 to 06/10/2006*		*$525.07*
190. VESEL, STACEY L		*06/11/2005 to 06/10/2006*		*$1,454.13*
191. VIERRA, ALBERTNETTE N		*06/11/2005 to 06/10/2006*		*$1,600.21*
192. VIGIL, DOMINIC		*06/11/2005 to 06/10/2006*		*$881.91*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office
Denver District Office
1999 Broadway, Suite 2445
Denver, CO 80202-5712
720-264-3250

Investigator: *Lillie Henry*

Date: *01/30/2007*

Employer Fed Tax ID Number *35-3511556*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
193. VINDIGNI, GUY A		06/11/2005 to 06/10/2006		$1,742.85
194. VISARRAGA, PAULA		06/11/2005 to 06/10/2006		$483.12
195. VUNCANNON, TRACY		06/11/2005 to 06/10/2006		$359.07
196. WAITS, LYNN		06/11/2005 to 06/10/2006		$150.85
197. WALKER, WILLIAM		06/11/2005 to 06/10/2006		$1,630.75
198. WALLS, SANDRAMAY		06/11/2005 to 06/10/2006		$541.92
199. WASHBURN, MARK		06/11/2005 to 06/10/2006		$798.14
200. WEBB, SYLVIA		06/11/2005 to 06/10/2006		$1,367.28
201. WEBBER, ALLAN		06/11/2005 to 06/10/2006		$3,055.36
202. WEDGE, GREGORY		06/11/2005 to 06/10/2006		$980.77
203. WHITE, AMY		06/11/2005 to 06/10/2006		$1,774.72
204. WHITE, ELLEN L		06/11/2005 to 06/10/2006		$331.20
205. WIDENER, GINNIFER S		06/11/2005 to 06/10/2006		$1,208.53
206. WILKS, CHRISTOPHER		06/11/2005 to 06/10/2006		$516.77
207. WILSON, CHRISTOPHER		06/11/2005 to 06/10/2006		$966.56
208. WOODRUFF, JANICE M		06/11/2005 to 06/10/2006		$1,423.29
			TOTAL	$222,326.78

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed: ____________________

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

* Column 4-Code

FLSA	1
PCA	2
SCA	3
DBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Summary of Unpaid Wages

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

(Office Address) Denver CO District Office Denver District Office 1999 Broadway, Suite 2445 Denver, CO 80202-5712 720-264-3250	Investigator: *Lillie Henry* Employer Fed Tax ID Number *35-3511556*	Date: *01/30/2007*

1. Name	2. Address	3. Period Covered by Work Week Ending Dates	4. Act(s)	5. Gross Amounts Due
209. ZABORNEY, JOANNE		*06/11/2005 to 06/10/2006*		*$1,665.44*
210. ZIRUOLO, BLIX		*06/11/2005 to 06/10/2006*		*$1,570.74*
211. ZLOGAR, MARY H		*06/11/2005 to 06/10/2006*		*$1,403.19*

I agree to pay the listed employees the back wages shown due and to mail proof of payment to the Wage and Hour District Office shown above by

02/02/2007

Signed:

Employer Name and Address:
Samsonite Luggage Store
Samsonite Company Stores Inc
11200 E 45th Ave

Denver, CO 80239

TOTAL *$222,326.78*

* Column 4-Code

FLSA	1
PCA	2
SCA	3
OBRA	4
CWHSSA	5
CCPA	6
FMLA	7

Form WH-56

Representative Sample

Release Agreement & Acknowledgement

I, hereby acknowledge receipt of Check #181752 in the net amount of $536.65. (Applicable state and federal tax withholding has been taken out of this check and paid to the applicable taxing authority.) I understand that this payment arises from an audit by the United States Department of Labor ("DOL") in which the DOL has taken the position that, during the period from June 14, 2004 through October 29, 2006 (the "Audit Period"), I am owed certain unpaid overtime wages for certain work weeks during the Audit Period in which I was a Store Manager. I further understand that the DOL position is based on their allegation that, as to such workweeks, I did not supervise the equivalent of two full time employees at Samsonite Stores and that Samsonite Stores disputes the Department of Labor's position but has elected to enter into a mutual settlement agreement with the DOL to avoid the time and expense of litigation with the DOL.

I understand and agree that if I accept this payment such acceptance constitutes a waiver and release of any and all claims I may have against Samsonite Stores for unpaid wages for overtime compensation under the Fair Labor Standards Act for the Audit Period (the "Unpaid Wages Claims").

I further understand and agree that if I cash Check #181752, I will thereby waive any and all claims I may have to the Unpaid Wages Claims even if I fail to sign and return a signed copy of this Release Agreement & Acknowledgement in the enclosed, postage-prepaid envelope addressed to Samsonite Stores.

By my signature hereto, I (i) acknowledge receipt of check #181752 and (ii) represent that I have read and understand the release and waiver contained herein and am signing this Release Agreement & Acknowledgment freely and voluntarily without any undue coercion or pressure to do so.

DATED this 16th day of March, 2007.

Name of Employee Printed

Signature of Employee

employ\194410_1.doc