

16-3592

IN THE
United States Court of Appeals
FOR THE SECOND CIRCUIT

FREDERICK M. CARGIAN,

Plaintiff-Appellant,

—against—

BREITLING USA, INC.,

Defendant-Appellee.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

**JOINT APPENDIX
VOLUME I OF III
(Pages A-1 to A-299)**

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U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:15-cv-01084-GBD-HBP

Carigan v. Breitling USA, Inc.
Assigned to: Judge George B. Daniels
Referred to: Magistrate Judge Henry B. Pitman
Magistrate Judge Henry B. Pitman (Settlement)
Cause: 42:2000e-2ot Job Discrimination (other)

Date Filed: 02/17/2015
Date Terminated: 09/29/2016
Jury Demand: Plaintiff
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: Federal Question

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Date Filed	#	Docket Text
02/17/2015	<u>1</u>	COMPLAINT against Breitling USA, Inc.. (Filing Fee \$ 350.00, Receipt Number 465401116985) Document filed by Frederick M. Carigan.(moh) (Entered: 02/19/2015)
02/17/2015		SUMMONS ISSUED as to Breitling USA, Inc.. (moh) (Entered: 02/19/2015)
02/17/2015		Magistrate Judge Henry B. Pitman is so designated. (moh) (Entered: 02/19/2015)
02/17/2015		Case Designated ECF. (moh) (Entered: 02/19/2015)

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02/17/2015	<u>2</u>	CIVIL COVER SHEET filed. (moh) (Entered: 02/19/2015)
02/19/2015	<u>3</u>	WAIVER OF SERVICE RETURNED EXECUTED. Frederick M. Carigan waiver sent on 2/17/2015, answer due 4/20/2015. Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 02/19/2015)
02/19/2015	<u>4</u>	NOTICE OF APPEARANCE by Glenn Sklaire Grindlinger on behalf of Breitling USA, Inc.. (Grindlinger, Glenn) (Entered: 02/19/2015)
02/19/2015	<u>5</u>	NOTICE OF APPEARANCE by Zev Samuel Singer on behalf of Breitling USA, Inc.. (Singer, Zev) (Entered: 02/19/2015)
02/20/2015	<u>6</u>	INITIAL PRETRIAL CONFERENCE: Initial Conference set for 5/5/2015 at 09:30 AM in Courtroom 11A, U.S. Courthouse, 500 Pearl Street, New York, NY 10007 before Judge George B. Daniels, and as further set forth. (Signed by Judge George B. Daniels on 2/20/2015) (rjm) (Entered: 02/20/2015)
03/10/2015	<u>7</u>	FIRST LETTER MOTION to Adjourn Conference addressed to Judge George B. Daniels from Janice Goodman, Esq. dated March 10, 2015. Document filed by Frederick M. Carigan.(Goodman, Janice) (Entered: 03/10/2015)
03/11/2015	<u>8</u>	ORDER granting <u>7</u> Letter Motion to Adjourn Conference. The initial conference is adjourned to April 27, 2015 at 12:45 p.m. (Initial Conference set for 4/27/2015 at 12:45 PM before Judge George B. Daniels.) (Signed by Judge George B. Daniels on 3/11/2015) (spo) Modified on 4/20/2015 (ama). (Entered: 03/11/2015)
04/03/2015	<u>9</u>	FILING ERROR - CORPORATE PARENT/OTHER AFFILIATE NOT ADDED - RULE 7.1 CORPORATE DISCLOSURE STATEMENT.. Document filed by Breitling USA, Inc..(Singer, Zev) Modified on 4/13/2015 (lb). (Entered: 04/03/2015)
04/03/2015	<u>10</u>	ANSWER to <u>1</u> Complaint. Document filed by Breitling USA, Inc..(Singer, Zev) (Entered: 04/03/2015)
04/03/2015	<u>11</u>	FILING ERROR - CORPORATE PARENT/OTHER AFFILIATE NOT ADDED - AMENDED RULE 7.1 CORPORATE DISCLOSURE STATEMENT.. Document filed by Breitling USA, Inc..(Singer, Zev) Modified on 4/13/2015 (lb). (Entered: 04/03/2015)
04/03/2015	<u>12</u>	ORDER OF AUTOMATIC REFERRAL TO MEDIATION (See M-10-468 Order filed January 3, 2011). Please reference the following when corresponding with the Mediation Office. E-mail MediationOffice@nysd.uscourts.gov, telephone (212) 805-0643, and facsimile (212) 805-0647. Mediator to be Assigned by 4/13/2015. (Signed by Judge Loretta A. Preska on 1/3/2011) (rpr) (Entered: 04/06/2015)
04/13/2015		***NOTICE TO ATTORNEY TO RE-FILE DOCUMENT - DEFICIENT DOCKET ENTRY ERROR. Notice to Attorney Zev Samuel Singer to RE-FILE Document <u>11</u> Rule 7.1 Corporate Disclosure Statement. ERROR(S): Corporate Parents were not added. Please re-file this document and when prompted: Are there any corporate parents or other affiliates?, select the YES radio button and enter the Corporate Parent(s) or Affiliate(s). YOU MUST SELECT THE SEARCH BUTTON. Select the correct name or create a new corporate parent. Add the Corporate Parent(s) or Affiliate(s) one party name at a time. (lb) (Entered: 04/13/2015)
04/13/2015	<u>13</u>	AMENDED RULE 7.1 CORPORATE DISCLOSURE STATEMENT. Identifying Corporate Parent Breitling SA for Breitling USA, Inc.. Document filed by Breitling USA, Inc..(Singer, Zev) (Entered: 04/13/2015)
04/13/2015		NOTICE OF MEDIATOR ASSIGNMENT - Notice of assignment of mediator. Mediator Schedule due by 5/13/2015.(cda) (Entered: 04/13/2015)
04/24/2015	<u>14</u>	ORDER: The initial conference for April 27, 2015 is rescheduled to begin at 9:30 AM. SO ORDERED. (Initial Conference set for 4/27/2015 at 09:30 AM before Judge George B. Daniels.) (Signed by Judge George B. Daniels on 4/24/2015) (ama) (Entered: 04/24/2015)

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04/27/2015	15	NOTICE OF CHANGE OF ADDRESS by Janice Goodman on behalf of Frederick M. Carigan. New Address: Law Offices of Janice Goodman, 350 W. 31st Street, Suite 401, New York, New York, U.S.A. 10001, 212-869-1940. (Goodman, Janice) (Entered: 04/27/2015)
04/27/2015	16	RULE 26(F) DISCOVERY PLAN: After conferring pursuant to Rule 26(f) of the Federal Rules of Civil Procedure, Plaintiff and Defendant hereby submit the following discovery plan in the above-captioned action: Amended Pleadings due by 8/7/2015., Discovery due by 10/30/2015., Joinder of Parties due by 8/7/2015., Motions due by 11/24/2015., Responses due by 12/21/2015, Replies due by 1/15/2016., Pretrial Conference set for 8/4/2015 at 09:30 AM before Judge George B. Daniels. SO ORDERED. (Signed by Judge George B. Daniels on 4/27/2015) (ama) (Entered: 04/27/2015)
04/27/2015		Minute Entry for proceedings held before Judge George B. Daniels: Initial Pretrial Conference held on 4/27/2015. Plaintiff Counsel: Janice Goodman; Defense Counsel: Glenn Sklaire Grindlinger and Court Reporter present. The subsequent conference is scheduled for August 4, 2015 at 9:30 a.m. (Vega, Elizabeth) (Entered: 04/29/2015)
04/28/2015		Minute Entry for proceedings held before Judge George B. Daniels: Initial Pretrial Conference held on 4/28/2015. Plaintiff Counsel: Janice Goodman; Defense Counsel: Glenn Sklaire Grindlinger and Court Reporter present. The subsequent conference is scheduled for August 4, 2015 at 9:30 a.m. (Vega, Elizabeth) (Entered: 04/28/2015)
04/30/2015	17	STIPULATED PROTECTIVE ORDER REGARDING USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION: Regarding procedures to be followed that shall govern the handling of confidential material. SO ORDERED. (Signed by Judge George B. Daniels on 4/30/2015) (ama) (Entered: 04/30/2015)
05/04/2015		MEDIATOR SESSION SCHEDULED First Mediation Session scheduled for June 2, 2015 at 11:00 AM. Session to take place at the Office of Defendant's Counsel.(cda) (Entered: 05/04/2015)
06/10/2015		Mediator Session Held on 06/02/2015 at Office of Defendant's Counsel.(ms) (Entered: 06/10/2015)
07/09/2015	19	FIRST LETTER MOTION for Local Rule 37.2 Conference addressed to Judge George B. Daniels from Janice Goodman, Esq. dated July9,2015. Document filed by Frederick M. Carigan.(Goodman, Janice) (Entered: 07/09/2015)
07/13/2015	20	LETTER RESPONSE to Motion addressed to Judge George B. Daniels from Zev Singer dated July 13, 2015 re: 19 FIRST LETTER MOTION for Local Rule 37.2 Conference addressed to Judge George B. Daniels from Janice Goodman, Esq. dated July9,2015. <i>and Defendant's Motion for Local Rule 37.2 Conference</i> . Document filed by Breitling USA, Inc.. (Singer, Zev) (Entered: 07/13/2015)
07/21/2015	21	ORDER OF REFERENCE TO A MAGISTRATE JUDGE: Order that case be referred to the Clerk of Court for assignment to a Magistrate Judge for Specific Non-Dispositive Motion/Dispute: Discovery Dispute (ECF No. 19). Referred to Magistrate Judge Henry B. Pitman. Motions referred to Henry B. Pitman. SO ORDERED. (Signed by Judge George B. Daniels on 7/21/2015) (ama) Modified on 7/21/2015 (ama). (Entered: 07/21/2015)
07/22/2015		A discovery conference is set for 7/27/2015 at 02:30 PM in Courtroom 18A, 500 Pearl Street, New York, NY 10007 before Magistrate Judge Henry B. Pitman. (bh) (Entered: 07/22/2015)
07/27/2015		Minute Entry for proceedings held before Magistrate Judge Henry B. Pitman: Discovery Hearing held on 7/27/2015. Order to follow. (bh) (Entered: 07/27/2015)
07/28/2015	22	ORDER: A conference having been held in this matter on July 27, 2015, during which several discovery issues were discussed, for the reasons stated on the record in open

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		court, it is hereby ORDERED that: 1. Plaintiff's First Document Request 9 is denied without prejudice. Plaintiff or his counsel are directed to contact Ms. Bodman regarding her appearance for a deposition. I also direct defendant to ascertain Ms. Bodman's employment status, if any, with Breitling. A conference call will be held on Monday, August 3, 2015 at 2:00 p.m. to determine whether a further application will be necessary with respect to scheduling Ms. Bodman's deposition. 2. Defendant is to produce the portions of the personnel files of the comparators identified by plaintiff that include performance reviews, sales performance, disciplinary/ misconduct reports, resumes to the extent that they reflect educational background and experience, compensation, self evaluations, and participation in marketing events. (As further set forth in this Order.) (Telephone Conference set for 8/3/2015 at 02:00 PM before Magistrate Judge Henry B. Pitman.) (Signed by Magistrate Judge Henry B. Pitman on 7/28/2015) Copies Sent By Chambers. (kko) (Entered: 07/29/2015)
08/03/2015		Minute Entry for proceedings held before Magistrate Judge Henry B. Pitman: Telephone Conference held on 8/3/2015. (bh) (Entered: 09/09/2015)
08/04/2015		Minute Entry for proceedings held before Judge George B. Daniels: Interim Pretrial Conference held on 8/4/2015. Plaintiff Counsel: Janice Goodman; Defense Counsel: Zev Samuel Singer and court reporter present. The subsequent conference is scheduled for October 13, 2015 at 9:30 a.m. (Vega, Elizabeth) (Entered: 08/04/2015)
10/08/2015	23	JOINT LETTER addressed to Judge George B. Daniels from Zev Singer dated October 8, 2015 re: Waiver of October 13, 2015 Status Conference. Document filed by Breitling USA, Inc..(Singer, Zev) (Entered: 10/08/2015)
10/09/2015	24	MEMO ENDORSEMENT on re: 23 Letter filed by Breitling USA, Inc. re: Waiver of October 13, 2015 Status Conference. ENDORSEMENT: The conference is adjourned to December 15, 2015 at 9:30 AM. (Status Conference set for 12/15/2015 at 09:30 AM before Judge George B. Daniels.) (Signed by Judge George B. Daniels on 10/9/2015) (kko) (Entered: 10/09/2015)
11/04/2015	25	FIRST LETTER MOTION for Conference addressed to Judge George B. Daniels from Janice Goodman dated November 4, 2015. Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 11/04/2015)
11/06/2015	26	LETTER RESPONSE to Motion addressed to Judge George B. Daniels from Zev Singer dated November 6, 2015 re: 25 FIRST LETTER MOTION for Conference addressed to Judge George B. Daniels from Janice Goodman dated November 4, 2015. . Document filed by Breitling USA, Inc.. (Singer, Zev) (Entered: 11/06/2015)
11/06/2015	28	ORDER REFERRING CASE TO MAGISTRATE JUDGE. Order that case be referred to the Clerk of Court for assignment to a Magistrate Judge for General Pretrial (includes scheduling, discovery, non-dispositive pretrial motions, and settlement) and Settlement. Referred to Magistrate Judge Henry B. Pitman. Motions referred to Henry B. Pitman. (Signed by Judge George B. Daniels on 11/6/2015) (kko) (Entered: 11/09/2015)
11/08/2015	27	LETTER REPLY to Response to Motion addressed to Judge George B. Daniels from Janice Goodman dated November 9, 2015 re: 25 FIRST LETTER MOTION for Conference addressed to Judge George B. Daniels from Janice Goodman dated November 4, 2015. . Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 11/08/2015)
11/09/2015	29	NOTICE OF CHANGE OF ADDRESS by Janice Goodman on behalf of Frederick M. Carigan. New Address: Eisenberg & Schnell, 233 Broadway, Ste 2704, New York, New York, USA 10279, 212-869-1940. (Goodman, Janice) (Entered: 11/09/2015)
12/08/2015	30	ORDER granting in part and denying in part 25 Letter Motion for Conference. I write to resolve several issues addressed in correspondence from plaintiff's counsel dated November 4 and 9, 2015 and correspondence from defendant's counsel dated November 6, 2015 as further set forth in this order. I am willing to convene a settlement conference

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		if both sides wish to participate. Counsel are directed to confer and determine if both wish to participate in a settlement conference at this time. If so, they are directed to call my Deputy, Mr. Bruce Hampton ((212) 805-6112), with three dates on which both sides are available. I ordinarily convene settlement conferences at either 10:00 a.m. or 2:00 p.m. Plaintiff has also seeks to amend the complaint to add Breitling SA ("SA"), the parent of Breitling, USA, Inc. ("Breitling US"), as a defendant on the theory that SA and Breitling US constitute a single employer. See generally <i>Arculeo v. On-Site Sales & Marketing, LLC</i> , 425 F.3d 193, 198 (2d Cir. 2005). That application is denied as untimely as further set forth in this Order. The schedule for the completion of pretrial proceedings is amended as follows: 1. The deadline for the completion of discovery is extended to January 31, 2016. 2. Dispositive motions shall be served and filed no later than February 29, 2016. 3. Opposition papers to any dispositive motions shall be served and filed no later than March 28, 2016. 4. Reply papers in further support of any dispositive motion shall be served and filed no later than April 11, 2016. (Signed by Magistrate Judge Henry B. Pitman on 12/8/2015) Copies Sent By Chambers. (lmb) (Entered: 12/08/2015)
12/08/2015		Set/Reset Deadlines: Discovery due by 1/31/2016. Motions due by 2/29/2016. Responses due by 3/28/2016 Replies due by 4/11/2016. (lmb) (Entered: 12/08/2015)
12/14/2015	31	ENDORSED LETTER addressed to Judge George B. Daniels from Zev Singer dated 12/14/2015 re: parties agree to waive the December 15, 2015 status conference that is currently scheduled in this matter. ENDORSEMENT: SO ORDERED. The conference is adjourned to March 8, 2016 at 9:45 a.m. (Status Conference set for 3/8/2016 at 09:45 AM before Judge George B. Daniels.) (Signed by Judge George B. Daniels on 12/14/2015) (kl) (Entered: 12/14/2015)
01/20/2016	32	LETTER MOTION for Discovery addressed to Magistrate Judge Henry B. Pitman from Janice Goodman dated January 20, 2016. Document filed by Frederick M. Carigan. Return Date set for 1/21/2016 at 02:00 PM.(Goodman, Janice) (Entered: 01/20/2016)
01/21/2016		Minute Entry for proceedings held before Magistrate Judge Henry B. Pitman: Telephone Conference held on 1/21/2016. (bh) (Entered: 01/21/2016)
01/22/2016	33	MEMO ENDORSEMENT on re: 32 LETTER MOTION for Discovery addressed to Magistrate Judge Henry B. Pitman from Janice Goodman dated January 20, 2016. filed by Frederick M. Carigan. ENDORSEMENT: Plaintiff's application to reconvene the deposition of Sebastian Amstutz is denied. The recently produced document concerning Brian Criddle is identical in form to the documents previously produced concerning plaintiff. The sales summary document that was produced concerning plaintiff alerted plaintiff's counsel to the fact that "Special Extra Bonuses" were paid and nothing prevented counsel from asking Amstutz about the "Special Extra Bonus" program and how such bonuses were calculated. The sales summary document produced concerning plaintiff, in conjunction with plaintiff's Performance Review also discloses the significance of the handwritten numbers on Criddle's sales summary: \$3,120 was received as a mid-year bonus (or advance against his total bonus) and the bonus actually paid to him at the end of the year was \$51,265. This sum is calculated as follows: \$45,425 ("Total Bonus Due Year 2012") + \$8,960 ("Special 2012 Extra Bonus") - \$3,120 (mid year bonus) = \$51,265. The balance of the handwritten notations on the Criddle sales summary appear to be advice concerning sales practices and, in any event, are too trivial to warrant reconvening Amstutz' deposition. *Although I am confident that my interpretation of Criddle's sales summary is correct, defense counsel is directed to advise me promptly if it is incorrect. Plaintiff may serve a request to admit to confirm that my interpretation is correct. (Signed by Magistrate Judge Henry B. Pitman on 1/21/2016) Copies Sent By Chambers. (lmb) Modified on 1/22/2016 (lmb). Modified on 1/26/2016 (lmb). (Entered: 01/22/2016)
02/04/2016	34	LETTER MOTION to Continue <i>Appeal from Mag. Order</i> addressed to Judge George B. Daniels from Janice Goodman dated February 4, 2016. Document filed by Frederick M.

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		Carigan. (Attachments: # 1 Exhibit magistrates order of 7.29.15, # 2 Exhibit Performance Review of Plaintiff, # 3 Exhibit Performance Review of Comparator, # 4 Exhibit Transcript of Mag. Hearing 1.21.16, # 5 Exhibit Dep. Tr. of Amstutz)(Goodman, Janice) (Entered: 02/04/2016)
02/12/2016	35	LETTER RESPONSE in Opposition to Motion addressed to Judge George B. Daniels from Zev Singer dated February 12, 2016 re: 34 LETTER MOTION to Continue <i>Appeal from Mag. Order</i> addressed to Judge George B. Daniels from Janice Goodman dated February 4, 2016. . Document filed by Breitling USA, Inc.. (Attachments: # 1 Exhibit "A", # 2 Exhibit "B", # 3 Exhibit "C", # 4 Exhibit "D")(Singer, Zev) (Entered: 02/12/2016)
02/15/2016	36	LETTER RESPONSE in Support of Motion addressed to Judge George B. Daniels from Janice Goodman dated February 15, 2016 re: 34 LETTER MOTION to Continue <i>Appeal from Mag. Order</i> addressed to Judge George B. Daniels from Janice Goodman dated February 4, 2016. . Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 02/15/2016)
02/17/2016	37	ORDER denying 34 LETTER MOTION to Continue Appeal from Mag. Order addressed to Judge George B. Daniels from Janice Goodman dated February 4, 2016. Plaintiff requests a continuation of the deposition of Sebastian Amstutz because Defendant produced certain documents about bonus compensation for other employees after the Amstutz deposition. Judge Pitman determined, however, that those documents are identical in form to documents previously produced regarding Plaintiff. The previously-produced documents alerted Plaintiff's counsel to the "Special Extra Bonuses" that Defendant had paid, and Plaintiff's counsel could have asked Amstutz about the "Special Extra Bonus" program at the Amstutz deposition. Nothing in Judge Pitman's order is clearly erroneous or contrary to law. Accordingly, Judge Pitman's ruling is affirmed over Plaintiff's objection. (As further set forth in this Order.) (Signed by Judge George B. Daniels on 2/17/2016) (adc) (Entered: 02/17/2016)
02/29/2016	38	MOTION for Summary Judgment . Document filed by Breitling USA, Inc..(Singer, Zev) (Entered: 02/29/2016)
02/29/2016	39	DECLARATION of Zev Singer in Support re: 38 MOTION for Summary Judgment .. Document filed by Breitling USA, Inc.. (Attachments: # 1 Exhibit A through D, # 2 Exhibit E though F, # 3 Exhibit G through J, # 4 Exhibit K through KK)(Singer, Zev) (Entered: 02/29/2016)
02/29/2016	40	RULE 56.1 STATEMENT. Document filed by Breitling USA, Inc.. (Singer, Zev) (Entered: 02/29/2016)
02/29/2016	41	MEMORANDUM OF LAW in Support re: 38 MOTION for Summary Judgment . . Document filed by Breitling USA, Inc.. (Singer, Zev) (Entered: 02/29/2016)
03/01/2016	42	CONSENT LETTER MOTION to Adjourn Conference <i>currently scheduled for March 8, 2016</i> addressed to Judge George B. Daniels from Zev Singer dated March 1, 2016. Document filed by Breitling USA, Inc..(Singer, Zev) (Entered: 03/01/2016)
03/02/2016	43	ORDER granting 42 CONSENT LETTER MOTION to Adjourn Conference currently scheduled for March 8, 2016 addressed to Judge George B. Daniels from Zev Singer dated March 1, 2016. SO ORDERED. The conference is adjourned to April 26, 2016 at 9:45 a.m. (Status Conference set for 4/26/2016 at 09:45 AM before Judge George B. Daniels.) (Signed by Judge George B. Daniels on 3/2/2016) (adc) (Entered: 03/02/2016)
03/28/2016	44	FILING ERROR - DEFICIENT DOCKET ENTRY - RESPONSE to Motion re: 38 MOTION for Summary Judgment . <i>Opposition of Motion for Summary Judgment</i> . Document filed by Frederick M. Carigan. (Attachments: # 1 56.1 Statement in Opp to Summary Judgment, # 2 Affidavit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit, # 6 Exhibit, # 7 Exhibit, # 8 Exhibit, # 9 Exhibit, # 10 Exhibit, # 11 Exhibit, # 12 Exhibit, # 13 Exhibit, # 14 Exhibit, # 15 Exhibit, # 16 Exhibit, # 17 Affidavit, # 18 Exhibit, # 19 Exhibit, # 20

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		Exhibit, # 21 Exhibit)(Goodman, Janice) Modified on 3/29/2016 (ldi). (Entered: 03/28/2016)
03/29/2016	45	SECOND MEMORANDUM OF LAW in Opposition re: 38 MOTION for Summary Judgment . . Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 03/29/2016)
03/29/2016		***NOTICE TO ATTORNEY TO RE-FILE DOCUMENT - DEFICIENT DOCKET ENTRY ERROR. Notice to Attorney Janice Goodman to RE-FILE Document 44 Response to Motion. ERROR(S): Supporting/Opposing documents must be filed separately, each receiving their own document number. Memorandum of Law in Opposition to Motion, Affidavit in Opposition to Motion, and Affirmation in Opposition to Motion are all found under the event list Replies, Opposition and Supporting Documents. Counter Statement to Rule 56.1 is found under the event list Other Answers. (ldi) (Entered: 03/29/2016)
03/29/2016	46	COUNTER STATEMENT TO 40 Rule 56.1 Statement. Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 03/29/2016)
03/29/2016	47	AFFIRMATION of Janice Goodman in Opposition re: 38 MOTION for Summary Judgment .. Document filed by Frederick M. Carigan. (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit, # 6 Exhibit, # 7 Exhibit, # 8 Exhibit, # 9 Exhibit, # 10 Exhibit, # 11 Exhibit, # 12 Exhibit, # 13 Exhibit, # 14 Exhibit)(Goodman, Janice) (Entered: 03/29/2016)
03/29/2016	48	AFFIDAVIT of Frederick Cargian in Opposition re: 38 MOTION for Summary Judgment .. Document filed by Frederick M. Carigan. (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit)(Goodman, Janice) (Entered: 03/29/2016)
03/31/2016	49	LETTER MOTION for Extension of Time to File Response/Reply as to 38 MOTION for Summary Judgment . addressed to Judge George B. Daniels from Zev Singer dated March 31, 2016. Document filed by Breitling USA, Inc..(Singer, Zev) (Entered: 03/31/2016)
03/31/2016	50	LETTER RESPONSE to Motion addressed to Judge George B. Daniels from Janice Goodman dated March 31, 2016 re: 49 LETTER MOTION for Extension of Time to File Response/Reply as to 38 MOTION for Summary Judgment . addressed to Judge George B. Daniels from Zev Singer dated March 31, 2016. . Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 03/31/2016)
04/01/2016	51	ORDER: granting 49 Letter Motion for Extension of Time to File Response/Reply re 49 LETTER MOTION for Extension of Time to File Response/Reply as to 38 MOTION for Summary Judgment addressed to Judge George B. Daniels from Zev Singer dated March 31, 2016. Defendant's request, on consent, to extend Defendant's time to submit a reply brief until April 18, 2016 is GRANTED. The Clerk of Court is directed to close the letter-motion at ECF No. 49. SO ORDERED. Replies due by 4/18/2016. (Signed by Judge George B. Daniels on 4/01/2016) (ama) (Entered: 04/01/2016)
04/11/2016	52	LETTER MOTION to Adjourn Conference <i>and Requesting Oral Argument on Defendant's Motion for Summary Judgment</i> addressed to Judge George B. Daniels from Zev Singer dated April 11, 2016. Document filed by Breitling USA, Inc..(Singer, Zev) (Entered: 04/11/2016)
04/11/2016	53	LETTER RESPONSE in Opposition to Motion addressed to Judge George B. Daniels from Janice Goodman dated April 11, 2016 re: 52 LETTER MOTION to Adjourn Conference <i>and Requesting Oral Argument on Defendant's Motion for Summary Judgment</i> addressed to Judge George B. Daniels from Zev Singer dated April 11, 2016. . Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 04/11/2016)
04/12/2016	54	ORDER granting 52 Letter Motion to Adjourn Conference. The status conference scheduled for Tuesday, April 26, 2016 is adjourned to Tuesday, May 3, 2016 at 11 :00 AM for oral argument on Defendant's Motion for Summary Judgment. The Clerk of

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		Court is directed to close the motion at ECF No. 52. Oral Argument set for 5/3/2016 at 11:00 AM before Judge George B. Daniels. (Signed by Judge George B. Daniels on 4/12/2016) (kgo) (Entered: 04/12/2016)
04/18/2016	55	RESPONSE re: 46 Counter Statement to Rule 56.1 . Document filed by Breitling USA, Inc.. (Singer, Zev) (Entered: 04/18/2016)
04/18/2016	56	REPLY MEMORANDUM OF LAW in Support re: 38 MOTION for Summary Judgment . . Document filed by Breitling USA, Inc.. (Singer, Zev) (Entered: 04/18/2016)
05/03/2016		Minute Entry for proceedings held before Judge George B. Daniels: Oral Argument held on 5/3/2016 re: 38 MOTION for Summary Judgment . filed by Breitling USA, Inc.. Plaintiff Counsel: Janice Goodman Defense Counsel: Glenn Sklaire Gridlinger, Zev Samuel Singer and Court Reporter present. (Vega, Elizabeth) (Entered: 05/03/2016)
05/10/2016	57	LETTER MOTION for Leave to File Supplemental Legal Memo addressed to Judge George B. Daniels from Janice Goodman dated May 10, 2016. Document filed by Frederick M. Carigan. (Attachments: # 1 Supplement Memo of Law)(Goodman, Janice) (Entered: 05/10/2016)
05/12/2016	58	LETTER RESPONSE in Opposition to Motion addressed to Judge George B. Daniels from Zev Singer dated May 12, 2016 re: 57 LETTER MOTION for Leave to File Supplemental Legal Memo addressed to Judge George B. Daniels from Janice Goodman dated May 10, 2016. . Document filed by Breitling USA, Inc.. (Singer, Zev) (Entered: 05/12/2016)
05/19/2016	59	ORDER granting 57 Letter Motion for Leave to File Document. SO ORDERED. (Signed by Judge George B. Daniels on 5/19/2016) (cf) (Entered: 05/19/2016)
07/14/2016	60	FILING ERROR - WRONG EVENT TYPE SELECTED FROM MENU - SECOND LETTER MOTION for Leave to File Supplemental Letter addressed to Judge George B. Daniels from Janice Goodman dated July 14, 2016. Document filed by Frederick M. Carigan.(Goodman, Janice) Modified on 7/14/2016 (db). (Entered: 07/14/2016)
07/14/2016		***NOTICE TO ATTORNEY TO RE-FILE DOCUMENT - EVENT TYPE ERROR. Notice to Attorney Janice Goodman to RE-FILE Document 60 SECOND LETTER MOTION for Leave to File Supplemental Letter addressed to Judge George B. Daniels from Janice Goodman dated July 14, 2016. Use the event type Letter found under the event list Other Documents. (db) (Entered: 07/14/2016)
07/14/2016	61	FIRST LETTER addressed to Judge George B. Daniels from Janice Goodman dated July 14, 2016 re: Inform Court re: new case. Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 07/14/2016)
07/15/2016	62	LETTER addressed to Judge George B. Daniels from Zev Singer dated July 15, 2016 re: Response to Plaintiff's letter dated July 14, 2016 (Docket No. 61). Document filed by Breitling USA, Inc..(Singer, Zev) (Entered: 07/15/2016)
09/29/2016	63	MEMORANDUM DECISION AND ORDER granting 38 Motion for Summary Judgment. Defendant's motion for summary judgment is GRANTED. Plaintiff's first cause of action for violation of Title VII and second cause of action for violation of the ADEA are DISMISSED with prejudice. Plaintiff's third cause of action for violation of the NYSHRL and fourth cause of action for violation of the NYCHRL are DISMISSED without prejudice. The Clerk of Court is directed to close the above-captioned action. SO ORDERED.(Signed by Judge George B. Daniels on 9/29/2016) (ama) (Entered: 09/29/2016)
09/29/2016		Transmission to Judgments and Orders Clerk. Transmitted re: 63 Order on Motion for Summary Judgment,,, to the Judgments and Orders Clerk. (ama) (Entered: 09/29/2016)
09/29/2016	64	CLERK'S JUDGMENT: That for the reasons stated in the Court's Memorandum Decision and Order dated September 29, 2016, Defendant's motion for summary

11/21/2016

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		judgment is granted; Plaintiff's first cause of action for violation of Title VII and second cause of action for violation of the ADRA are dismissed with prejudice; Plaintiff's third cause of action for violation of the NYSHRL and fourth cause of action for violation of the NYCHRL are dismissed without prejudice; accordingly, the above-captioned action is closed. (Signed by Clerk of Court Ruby Krajick on 09/29/2016) (Attachments: # <u>1</u> Notice of Right to Appeal, # <u>2</u> Notice of Right to Appeal)(dt) (Entered: 09/29/2016)
10/21/2016	<u>65</u>	FILING ERROR - NO ORDER SELECTED FOR APPEAL - FIRST NOTICE OF APPEAL. Document filed by Frederick M. Carigan. Filing fee \$ 505.00, receipt number 0208-12904087. Form C and Form D are due within 14 days to the Court of Appeals, Second Circuit. (Goodman, Janice) Modified on 10/24/2016 (tp). (Entered: 10/21/2016)
10/24/2016		***NOTICE TO ATTORNEY REGARDING DEFICIENT APPEAL. Notice to attorney Goodman, Janice to RE-FILE Document No. <u>65</u> Notice of Appeal. The filing is deficient for the following reason(s): the order/judgment being appealed was not selected. Re-file the appeal using the event type Corrected Notice of Appeal found under the event list Appeal Documents - attach the correct signed PDF - select the correct named filer/filers - select the correct order/judgment being appealed. (tp) (Entered: 10/24/2016)
10/24/2016	<u>66</u>	CORRECTED NOTICE OF APPEAL re: <u>65</u> Notice of Appeal, <u>64</u> Clerk's Judgment,, Document filed by Frederick M. Carigan. (Goodman, Janice) (Entered: 10/24/2016)
10/24/2016		Appeal Fee Paid electronically via Pay.gov: for <u>66</u> Corrected Notice of Appeal. Filing fee \$ 505.00. Pay.gov receipt number 0208-12904087, paid on 10/21/2016. (tp) (Entered: 10/24/2016)
10/24/2016		Transmission of Notice of Appeal and Certified Copy of Docket Sheet to US Court of Appeals re: <u>66</u> Corrected Notice of Appeal. (tp) (Entered: 10/24/2016)
10/24/2016		Appeal Record Sent to USCA (Electronic File). Certified Indexed record on Appeal Electronic Files for <u>66</u> Corrected Notice of Appeal filed by Frederick M. Carigan were transmitted to the U.S. Court of Appeals. (tp) (Entered: 10/24/2016)

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Description:	Docket Report	Search Criteria:	1:15-cv-01084-GBD-HBP
Billable Pages:	10	Cost:	1.00

JUDGE DANIELS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

15 CV 01084

FREDERICK M. CARGIAN,

Plaintiff,

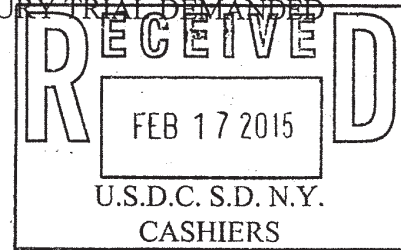
against

COMPLAINT

BREITLING USA, INC.,

Defendant.

JURY TRIAL DEMANDED



1. This is a proceeding brought to remedy the violations of rights secured to plaintiff by the Civil Rights Act of 1964, as amended, 42 U.S.C., § 2000e, *et seq.* ("Title VII"), the New York State Human Rights Law, New York Executive Law, § 296, *et seq.* ("State HRL"), and the New York City Human Rights Law, New York City Administrative Code, § 8-101, *et seq.* ("City HRL"), and to remedy age discrimination in the terms and conditions of employment in violation of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 *et seq.* ("ADEA") and the State and City HRLs.

2. Plaintiff seeks injunctive and declaratory relief, compensatory and punitive damages, liquidated damages and other appropriate legal and equitable relief pursuant to Title VII, the ADEA, and the State and City HRLs.

JURISDICTION

3. The jurisdiction of this court is invoked pursuant to 28 U.S.C. §§ 1331 and 1334(4) conferring original jurisdiction upon this court over any civil action to recover damages or to seek equitable relief under any act of Congress providing for the protection of civil rights, and pursuant to Title VII and the ADEA. The court's supplemental jurisdiction is invoked

pursuant to 28 U.S.C. § 1367 on the ground that the acts challenged herein are also in violation of the laws of the State and City of New York.

ADMINISTRATIVE PREREQUISITES

4. On January 9, 2015, more than 180 days having elapsed since the filing of his charge, plaintiff received a right to sue letter from the United States Equal Employment Opportunity Commission (“EEOC”).

5. On February 10, 2015, prior to filing this complaint, plaintiff served a copy of it on the New York City Commission on Human Rights, and the Corporation Counsel of the City of New York, pursuant to § 8-502(c) of the City HRL.

PARTIES

6. Plaintiff was an employee of defendant within the meaning of Title VII, the New York State and New York City HRLs.

7. Defendant is an employer within the meaning of Title VII, 42 U.S.C. § 2000e, *et seq.*, the ADEA, and the State and City HRL’s.

8. Defendant’s Corporate Headquarters are located at 206 Danbury Road, Wilton, Connecticut.

9. Defendant sells its watches throughout New York State and operates Breitling Stores at 5 East 57th Street, New York, New York, and Woodbury Commons, Central Valley, New York.

STATEMENT OF CLAIM

10. Plaintiff is a 54 year old gay man, having been born November 23, 1960.

11. Plaintiff was hired by Breitling USA, Inc. in February 1990 as the Training Manager.

12. At the time he was hired, Breitling, a Swiss manufacturer of high end watches, had a very small U.S. presence or brand recognition.

13. In 1990, there were approximately 6 or 7 North American employees of Breitling. It has grown to a present size of approximately 140 employees.

14. At all times relevant, while employed by Breitling, plaintiff, a New York City resident, worked from his home office which was his Breitling office for all purposes.

- (a) He paid New York City and State taxes on all employment income;
- (b) Almost all of the work related meetings that he had with his supervisors were held at a Breitling location in New York City;
- (c) The meeting at which plaintiff's employment was terminated was held in New York City;
- (d) His sales material was maintained at his home office;
- (e) He maintained and garaged a car, leased by Breitling, in New York City;

15. In 1992, plaintiff was promoted to Northeast Regional Sales Representative and was assigned to an area from Maine to Richmond, Virginia.

16. As a sales representative, plaintiff received a base salary plus bonus. The bonus was based on achievement of sales goals.

17. Plaintiff continued to perform the function of Training Manager for about two years, while he also performed his duties as the Northeast Regional sales representative.

18. Over the next 15 years Plaintiff was one of the leading sales reps. His production was outstanding and bonuses substantial.

19. Plaintiff was one of the employees who helped build Breitling into the iconic Brand in the U.S. that it is today. He played a not insignificant role in growing the brand from about \$2–4 million to over \$100 million in U.S. sales per year.

20. In recognition of his outstanding production, by 2010 plaintiff's salary was increased to \$230,000.
21. On information and belief, plaintiff's sales figures were higher than any other sales representative for almost every year until 2012.
22. From 2002 through 2008, plaintiff always met budget and outperformed his prior year sales.
23. The recession hit Breitling USA sales in 2008 and 2009, where its sales decreased by close to \$40 million in each year. As a consequence, no sales rep met his goals.
24. Despite the continued bad economy, in 2010 plaintiff increased his sales over the past year by 40% and was 94% of his sales goals.
25. In 2010 four (4) of the other sales reps had far lower production rates than plaintiff.
26. In about October 2010, Thierry Prissert ("Prissert") was hired as the new President of Breitling USA. He assumed his full responsibilities in January of 2011.
27. It was with Prissert's appointment that plaintiff began being harassed, treated differently than the other men on the sales team, and undermined in his work.
28. Prissert, by his actions, made it clear that he expected stereotypical male behavior. He gave preference to stereotypical straight men with sports backgrounds. For example:
 - (a) Prissert would regularly engage in sports talk with the male reps in the office, but never included plaintiff or the female reps.
 - (b) Prissert invited all of the male reps to his new New York apartment, but did not invite plaintiff or any of the female reps.

29. Because plaintiff is gay, he was treated with the same disdain as were the female staff members. For example:

- (a) In June 2013, all of the experienced male sales reps, except for plaintiff, were invited to the prestigious marketing event held with Bentley cars in Crew, England. No female sales reps were invited;
- (b) In July 2011 and July 2012 there was a marketing event in Bouchs, Switzerland at which Breitling entertained its best clients. Two male reps were invited to escort the clients, while plaintiff was not, even though some of his largest clients were in attendance.
- (c) Plaintiff, along with the female reps, was not invited to networking events such as golf outings at which clients were entertained.
- (d) There is an annual trip to Basel, Switzerland. Because of the limitation of hotel rooms, reps had to share. Plaintiff was assigned to share a room with a married female rep, Annie Sommer, rather than being assigned a single room or to share with a male partner.

30. In January 2013, Mr. Prissert promoted Isaac Schafrath (Schafrath”), who was about 33 years old at the time, to sales representative and gave him part of plaintiff’s territory.

31. For the six (6) prior years prior to promotion, Schafrath had been Manager of the Vault where Breitling kept its valuable watches. As such, Schafrath was primarily responsible for securing the property and filling orders.

32. On information and belief, at the time of his promotion, Schafrath had no previous sales experience.

33. Schafrath fulfilled the ideal man’s man that Mr. Prissert prized: not only was he married, but he had been a star lacrosse player while at college, and his father, Dick Schafrath, was a star football player at Ohio State University and a former NFL player.

34. At the time of the reduction of his territory, Prissert lowered plaintiff’s salary

from \$230,000 to \$196,000. Since his bonus base was also lowered, his total compensation was significantly reduced.

35. At the same time, sales representative, Annie Sommer had part of her territory redistributed. Her salary was also reduced from \$195,000 to \$165,000.

36. At the same time, Schafrath was given Virginia as part of his territory. That territory was previously serviced by Patrick Cawthorne. ("Cawthorne")

37. On information and belief, Cawthorne's salary, at that time was about \$210,000.

38. Cawthorne's salary was not reduced at the time Schafrath was given Virginia.

39. In 2013 not one of the sales reps made budget.

40. In 2013 at least two of the eight (8) sales reps had lower sales production than plaintiff.

41. On December 17, 2013, plaintiff was called to a meeting in New York City with Prissert and Sebastien Amstutz, Vice President of Finance, and told that he was being terminated effective December 31, 2013. He was removed from work effective immediately.

42. On information and belief, plaintiff's territory was redistributed between Schafrath and one of the female reps, Annie Sommer.

43. No other sales reps were terminated at the time.

FIRST CAUSE OF ACTION
(Title VII)

44. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of this Complaint with the same force and effect as if set forth herein.

45. Defendant has discriminated against plaintiff in the terms and conditions of his employment on the basis of his gender in violation of Title VII.

46. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of defendant's discriminatory practices unless and until this Court grants relief.

**SECOND CAUSE OF ACTION
(ADEA)**

47. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of this Complaint with the same force and effect as if set forth herein.

48. Defendant has discriminated against plaintiff in the terms and conditions of his employment on the basis of his age, in violation of the ADEA.

49. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of defendants' discriminatory practices unless and until this Court grants relief.

**THIRD CAUSE OF ACTION
(State HRL)**

50. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of this Complaint with the same force and effect as if set forth herein.

51. Defendant has discriminated against plaintiff in the terms and conditions of employment on the basis of his sexual orientation and age in violation of § 296 of the New York State Human Rights Law.

52. As a result of defendants' discriminatory acts, plaintiff has suffered and will continue to suffer monetary damages and damages for mental anguish and humiliation unless and until this Court grants relief.

**FOURTH CAUSE OF ACTION
(City HRL)**

53. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of this Complaint with the same force and effect as if set forth herein.

54. Defendant has discriminated against plaintiff in the terms and conditions of employment on the basis of his sexual orientation and age in violation of the New City Human Rights Law, Administrative Code, § 8-101, *et seq.*

55. As a result of defendant's discriminatory acts, plaintiff has suffered and will continue to suffer monetary damages and damages for mental anguish and humiliation unless and until this Court grants relief.

PRAYER FOR RELIEF

WHEREFORE, plaintiff respectfully requests that this Court enter a judgment:

A. Declaring that the acts and practices complained of herein are in violation of Title VII; the ADEA; the New York State Human Rights Law § 296, *et seq.*; and the New York City Administrative Code Section 8-101, *et seq.*

B. Enjoining and permanently restraining these violations;

C. Directing defendant to take such affirmative action as is necessary to ensure that the effects of these unlawful employment practices are eliminated and do not continue to affect plaintiff's employment opportunities;

D. Awarding plaintiff lost wages and fringe benefits together with pre-judgment interest for violation of the Title VII, the ADEA and the City and State HRLs;

E. Awarding plaintiff compensatory damages for mental anguish and humiliation;

- F. Awarding plaintiff punitive damages;
- G. Awarding plaintiff liquidated damages;
- H. Awarding plaintiff the costs of this action, including reasonable attorneys'

fee;

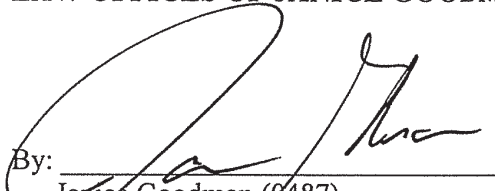
- I. Granting such other and further relief as this Court deems necessary and

proper.

Dated: February 10, 2015
New York, New York

Respectfully submitted,

LAW OFFICES OF JANICE GOODMAN

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Attorneys for Defendant Breitling USA, Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FREDERICK M. CARGIAN,

Plaintiff,

- against -

BREITLING USA, INC.,

Defendant.

ECF Case

No. 15-cv-01084 (GBD)

ANSWER AND
AFFIRMATIVE DEFENSES

Defendant Breitling USA Inc. (“Defendant”), by its attorneys, Fox Rothschild LLP, hereby answers the Complaint dated February 17, 2015 (“Complaint”) filed by Plaintiff Frederick M. Cargian (“Plaintiff”) as follows:

In response to all non-numbered paragraphs, and each and every substantive allegation of the Complaint, Defendant denies that it violated the law and/or that it harmed Plaintiff in any way.

1. Defendant denies the allegations set forth in Paragraph “1” of the Complaint, except it admits that Plaintiff purports to bring this action pursuant to the statutory provisions recited in Paragraph “1” of the Complaint.

2. Defendant denies the allegations set forth in Paragraph “2” of the Complaint, except admits that Plaintiff purports to bring claims to recover compensatory and punitive

damages, liquidated damages, and injunctive and declaratory relief, and Defendant specifically avers that Plaintiff is not entitled to any damages, injunctive or declaratory relief, or any other relief.

JURISDICTION

3. Defendant admits that Plaintiff has invoked the jurisdiction of the Court under the statutes referenced in Paragraph “3” of the Complaint. The remainder of the allegations in Paragraph “3” of the Complaint are legal conclusions to which no response is required; to the extent a response is required, Defendant denies the allegations.

ADMINISTRATIVE PREREQUISITES

4. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “4” of the Complaint.

5. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “5” of the Complaint.

PARTIES

6. Defendant admits that Plaintiff was an employee of Defendant. The remainder of the allegations in Paragraph “6” of the Complaint are legal conclusions to which no response is required; to the extent a response is required, Defendant denies the allegations.

7. The allegations in Paragraph “7” of the Complaint are legal conclusions to which no response is required; to the extent a response is required, Defendant denies the allegations.

8. Defendant admits the allegation set forth in Paragraph “8” of the Complaint.

9. Defendant denies the allegations set forth in Paragraph “9” of the Complaint, except admits that Defendant sells watches in New York State and operates stores at 5 East 57th

Street, New York, New York and in the Woodbury Common Premium Outlets in Central Valley, New York.

STATEMENT OF CLAIM

10. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph “10” of the Complaint.

11. Defendant denies the allegations set forth in Paragraph “11” of the Complaint, except admits that in February 1990 Plaintiff was hired by Defendant.

12. Defendant denies the allegations set forth in Paragraph “12” of the Complaint.

13. Defendant denies the allegations set forth in Paragraph “13” of the Complaint.

14. Defendant denies the allegations set forth in Paragraph “14” of the Complaint and all of its subparts, except Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations in subparts “a” and “e”, and Defendant admits the allegations set forth in subpart “c”.

15. Defendant denies the allegation set forth in Paragraph “15” of the Complaint, except Defendant admits that in 1992 Plaintiff became a Sales Representative.

16. Defendant admits the allegation set forth in Paragraph “16” of the Complaint.

17. Defendant denies the allegation set forth in Paragraph “17” of the Complaint.

18. Defendant denies the allegations set forth in Paragraph “18” of the Complaint.

19. Defendant denies the allegations set forth in Paragraph “19” of the Complaint.

20. Defendant denies the allegations set forth in Paragraph “20” of the Complaint, except admits that in 2010 Plaintiff’s base salary was \$230,000.

21. Defendant denies the allegations set forth in Paragraph “21” of the Complaint.

22. Defendant denies the allegations set forth in Paragraph “22” of the Complaint.

23. Defendant denies the allegations set forth in Paragraph “23” of the Complaint.

24. Defendant denies the allegations set forth in Paragraph “24” of the Complaint.

25. Defendant denies the allegations set forth in Paragraph “25” of the Complaint.

26. Defendant denies the allegations set forth in Paragraph “26” of the Complaint, except admits that in 2010 Thierry Prissert was hired as President of Breitling USA.

27. Defendant denies the allegations set forth in Paragraph “27” of the Complaint.

28. Defendant denies the allegations set forth in Paragraph “28” of the Complaint and subparts “a-b” that follow Paragraph “28” of the Complaint.

29. Defendant denies the allegations set forth in Paragraph “29” of the Complaint and subparts “a-d” that follow Paragraph “29” of the Complaint.

30. Defendant denies the allegations set forth in Paragraph “30” of the Complaint, except admits that in 2013 Isaac Schafrath was promoted to Sales Representative and he was responsible for a newly created sales territory.

31. Defendant denies the allegations set forth in Paragraph “31” of the Complaint, except admits that Schafrath had been working at Breitling since 2006 as the safe manager.

32. Defendant denies the allegations set forth in Paragraph “32” of the Complaint.

33. Defendant denies the allegations set forth in Paragraph “33” of the Complaint.

34. Defendant denies the allegations set forth in Paragraph “34” of the Complaint, except admits that in 2013, Plaintiff’s base salary was \$196,000.

35. Defendant denies the allegations set forth in Paragraph “35” of the Complaint, except admits that in 2013 Sommer’s base salary was \$165,000 and in 2013 part of her territory was redistributed.

36. Defendant denies the allegations set forth in Paragraph “36” of the Complaint.

37. Defendant denies the allegations set forth in Paragraph “37” of the Complaint.

38. Defendant denies the allegations set forth in Paragraph “38” of the Complaint, as the allegations assume facts that do not exist.

39. Defendant denies the allegations set forth in Paragraph “39” of the Complaint.

40. Defendant denies the allegations set forth in Paragraph “40” of the Complaint.

41. Defendant denies the allegations set forth in Paragraph “41” of the Complaint, except admits that at a meeting in New York City in December 2013 with Thierry Prissert and Sebastien Amstutz Plaintiff was informed that his employment at Breitling was terminated effective December 31, 2013.

42. Defendant denies the allegations set forth in Paragraph “42” of the Complaint.

43. Defendant admits the allegations set forth in Paragraph “43” of the Complaint.

FIRST CAUSE OF ACTION

(Title VII)

44. In response to Paragraph “44” of the Complaint, Defendant repeats and restates each of the above responses as if fully set forth herein.

45. Defendant denies the allegations set forth in Paragraph “45” of the Complaint.

46. Defendant denies the allegations set forth in Paragraph “46” of the Complaint.

SECOND CAUSE OF ACTION

(ADEA)

47. In response to Paragraph “47” of the Complaint, Defendant repeats and restates each of the above responses as if fully set forth herein.

48. Defendant denies the allegations set forth in Paragraph “48” of the Complaint.

49. Defendant denies the allegations set forth in Paragraph “49” of the Complaint.

THIRD CAUSE OF ACTION

(State HRL)

50. In response to Paragraph “50” of the Complaint, Defendant repeats and restates each of the above responses as if fully set forth herein.

51. Defendant denies the allegations set forth in Paragraph “51” of the Complaint.

52. Defendant denies the allegations set forth in Paragraph “52” of the Complaint.

FOURTH CAUSE OF ACTION

(City HRL)

53. In response to Paragraph “53” of the Complaint, Defendant repeats and restates each of the above responses as if fully set forth herein.

54. Defendant denies the allegations set forth in Paragraph “54” of the Complaint.

55. Defendant denies the allegations set forth in Paragraph “55” of the Complaint.

PRAYER FOR RELIEF

56. In response to the paragraph and sub-paragraphs “A-I” that follow the phrase “WHEREFORE, plaintiff respectfully requests...” Defendant denies the allegations set forth in that paragraph and the sub-paragraphs and affirmatively avers that Plaintiff is not entitled to any of the relief requested or any other relief.

DEFENDANTS’ AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

57. The Complaint, and each claim purported to be alleged therein, fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

57. The Complaint is barred in whole or in part by the applicable statute of limitations.

THIRD AFFIRMATIVE DEFENSE

58. At all times material hereto, the actions of Defendant were justified under the circumstances and at all times material hereto Defendant acted in a manner that was proper, reasonable and lawful and in the exercise of good faith.

FOURTH AFFIRMATIVE DEFENSE

59. All actions taken by Defendant with respect to Plaintiff were taken in good faith for non-discriminatory and non-retaliatory legitimate business reasons and based on reasonable factors other than Plaintiff's gender, sex, sexual orientation, or age.

FIFTH AFFIRMATIVE DEFENSE

60. Subject to proof in discovery, the damages claims contained in the Complaint are barred, in whole or in part, by Plaintiff's failure to mitigate damages.

SIXTH AFFIRMATIVE DEFENSE

61. Plaintiff's alleged injuries, sufferings and damages, if any, were caused by Plaintiff's own acts, omissions, or conduct.

SEVENTH AFFIRMATIVE DEFENSE

62. The Court should not exercise supplemental jurisdiction over the counts in the Complaint that purport to arise under the New York State Human Rights Law, New York City Human Rights Law, or other state or local law.

EIGHTH AFFIRMATIVE DEFENSE

63. The Complaint is barred, in whole or in part, by the failure to perform all conditions precedent to suit or to exhaust all administrative remedies, or both.

NINTH AFFIRMATIVE DEFENSE

64. Any Title VII claims contained in the Complaint which were not also contained in Plaintiff's charge of discrimination filed with the EEOC must be dismissed for failure to exhaust administrative remedies

TENTH AFFIRMATIVE DEFENSE

65. The Complaint is barred, in whole or in part, because Defendant maintains an appropriate policy and program against discrimination and an effective complaint procedure that was known and available to all employees and Plaintiff unreasonably failed to take advantage of any preventive or corrective opportunities provided by Defendant or to otherwise avoid harm.

ELEVENTH AFFIRMATIVE DEFENSE

66. To the extent that Plaintiff has received other wages, benefits and/or awards attributable to an injury for which he seeks compensation in this case, such wages, benefits and/or awards should offset, in whole or in part, any award he receives here for the same injury.

TWELFTH AFFIRMATIVE DEFENSE

67. To the extent Plaintiff asserts claims for punitive damages, such damages are barred, in whole or in part, because any and all actions taken by Defendant were undertaken in good faith and with reasonable grounds for believing such actions were not in violation of federal, state, or local law.

THIRTEENTH AFFIRMATIVE DEFENSE

68. Plaintiff's claims for punitive damages are barred by the United States and New York Constitutions because the asserted entitlement for punitive damages is vague and arbitrary and the procedure for assessment of punitive or liquidated damages violates Defendant's rights to due process of law, to equal protection of the law, the right to be free from the unlawful taking of property, the right to be free of excessive fines and all other substantive procedural protections of the Constitutions applicable to punitive and liquidated damages.

FOURTEENTH AFFIRMATIVE DEFENSE

69. To the extent that Plaintiffs seek recovery for injuries, physical and/or emotional, allegedly incurred in the course of or arising out of employment with Defendant, such recovery is barred by the exclusivity of remedies under the New York Workers' Compensation Law.

FIFTEENTH AFFIRMATIVE DEFENSE

70. The relief that Plaintiff seeks in the Complaint is barred, in whole or in part, because Plaintiff lacks standing to obtain such damages and relief.

SIXTEENTH AFFIRMATIVE DEFENSE

71. Defendant reserves the right to assert such other additional and/or affirmative defenses that may become known to it through discovery.

DEFENDANT'S PRAYER FOR RELIEF

Except as expressly admitted and alleged herein, Defendant denies each and every allegation set forth in the Complaint and denies Plaintiff is entitled to any relief whatsoever.

WHEREFORE, having fully answered and responded to the allegations of the Complaint, Defendant respectfully requests that:

- A. Plaintiff's claims be dismissed with prejudice in their entirety;
- B. Each and every request for relief in the Complaint be denied;
- C. Judgment be entered against Plaintiff and for Defendant;
- D. Defendant be awarded its costs, including reasonable attorneys' fees and expenses in an amount and manner permitted by applicable law; and
- E. Defendant be granted such other and further relief as this Court may deem just and proper.

Dated: New York, New York
April 3, 2015

FOX ROTHSCHILD LLP

/s/

By: _____
Glenn Grindlinger
Zev Singer
100 Park Avenue, Suite 1500
New York, New York 10017
(212) 878-7900

Attorneys for Defendant Breitling USA, Inc.

FOX ROTHSCHILD LLP
Glenn S. Grindlinger, Esq.
Zev Singer, Esq.
100 Park Avenue, Suite 1500
New York, NY 10017
Tel: (212) 878-7900
Fax: (212) 692-0940

Attorneys for Breitling USA

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FREDERICK M. CARGIAN,

Plaintiff,

- against -

BREITLING USA, INC.,

Defendant.

ECF Case

No. 15-cv-01084 (GBD)

**NOTICE OF MOTION FOR
SUMMARY JUDGMENT**

PLEASE TAKE NOTICE that, upon defendant's Local Rule 56.1 Statement of Undisputed Material Facts, dated February 29, 2016; the Declaration of Zev Singer, dated February 29, 2016, and the declarations and exhibits annexed thereto, the accompanying Memorandum of Law in Support of Defendant's Motion for Summary Judgment, dated February 29, 2016, and upon all other pleadings and proceedings herein, Defendant Breitling USA, Inc. ("Defendant") will move this Court, at the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, New York, 10007, before the Honorable George B Daniels, on a date and time designated by the Court for an order pursuant to Rule 56 of the Federal Rules of Civil Procedure granting Defendant summary judgment and dismissing all claims in this action.

PLEASE TAKE FURTHER NOTICE that, in accordance with the briefing schedule set by the Court, the Plaintiff is to serve his opposition papers no later than March 28, 2016, and Defendant's reply papers are to be served no later than April 11, 2016.

Dated: February 29, 2016
New York, New York

FOX ROTHSCHILD LLP

/s/ Zev Singer

By: _____
Glenn S. Grindlinger
Zev Singer

100 Park Avenue, Suite 1500
New York, New York 10017
(212) 878-7900

ATTORNEYS FOR BREITLING USA, INC.

TO: All attorneys of record (via ECF)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FREDERICK M. CARGIAN,

Plaintiff,

- against -

BREITLING USA, INC.,

Defendant.

ECF Case

No. 15-cv-01084 (GBD)

**DECLARATION OF ZEV
SINGER IN SUPPORT OF
DEFENDANT'S MOTION
FOR SUMMARY
JUDGMENT**

ZEV SINGER declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I am in attorney with Fox Rothschild, LLP, attorneys for defendant Breitling USA, Inc. ("Defendant" or "Breitling") in the above-referenced action.

2. I submit this declaration in support of Breitling's Motion for Summary Judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure in order to place before the Court declarations and certain documents relied upon by Breitling in its Motion for Summary Judgment and accompanying Memorandum of Law.

3. Annexed hereto as Exhibit "A" is a copy of the Complaint, dated February 17, 2015, filed by plaintiff Fred Cargian ("Plaintiff" or Cargian") in this action.

4. Annexed hereto as Exhibit "B" is the Declaration of Thierry Prissert, sworn to on February 29, 2016.

5. Annexed hereto as Exhibit "C" is the Declaration of Charles Anderson, sworn to on February 29, 2016.

6. Annexed hereto as Exhibit "D" is excerpts from the transcript of the deposition of Plaintiff, taken on September 17, 2015.

7. Annexed hereto as Exhibit "E" is excerpts from the transcript of the deposition of Thierry Prissert, taken on January 6, 2016.

8. Annexed hereto as Exhibit "F" is excerpts from the transcript of the deposition of Sebastien Amstutz, taken on December 9, 2015.

9. Annexed hereto as Exhibit "G" is excerpts from the transcript of the deposition of Annie Sommer, taken on January 21, 2016.

10. Annexed hereto as Exhibit "H" is excerpts from the transcript of the deposition of Charles Anderson, taken on November 24, 2015.

11. Annexed hereto as Exhibit "I" are copies of Plaintiff's employment agreements from 2011-2013, Bates Stamped 0000063-0000066, BREITLING_575-579, and BREITLING_581-585, which were produced by the parties during discovery.

12. Annexed hereto as Exhibit "J" are a sampling of periodic sales data emails sent to Breitling sales representatives and Plaintiff, Bates Stamped BREITLING_1679, BREITLING_593, BREITLING_1663, BREITLING_9118, BREITLING_597-598, and BREITLING_610-611, which were produced by Defendant during discovery.

13. Annexed hereto as Exhibit "K" are slides from a PowerPoint presentations that were created by Charles Anderson and presented to the sales representatives at sales meetings, Bates Stamped BREITLING_9022, BREITLING_9031, BREITLING_934, BREITLING_940, BREITLING_944, BREITLING_950-952, BREITLING_9061, BREITLING_9062-9063, BREITLING_9065, and BREITLING_9073, which were produced by Defendant during discovery.

14. Annexed hereto as Exhibit "L" is an email exchange dated October 19, 2010 between Marie Bodman and Plaintiff, Bates Stamped BREITLING_1469-1470, which was produced by Defendant during discovery.

15. Annexed hereto as Exhibit "M" is an email exchange dated June 14, 2011 between Thierry Prissert and Plaintiff, Bates Stamped BREITLING_1405-1407, which was produced by Defendant during discovery.

16. Annexed hereto as Exhibit "N" is an email dated February 15, 2012, from Chuck Anderson to Plaintiff, Bates Stamped BREITLING_9116-9117, which was produced by Defendant during discovery.

17. Annexed hereto as Exhibit "O" is an email dated July 16, 2012, from Chuck Anderson to Plaintiff, Bates Stamped BREITLING_593, which was produced by Defendant during discovery.

18. Annexed hereto as Exhibit "P" is an email dated July 23, 2012, from Thierry Prissert to Plaintiff, Bates Stamped BREITLING_8770, which was produced by Defendant during discovery.

19. Annexed hereto as Exhibit "Q" is an email dated August 18, 2012, from Chuck Anderson to Plaintiff, Bates Stamped BREITLING_1663, which was produced by Defendant during discovery.

20. Annexed hereto as Exhibit "R" is an email dated September 26, 2012, from Thierry Prissert to Plaintiff, Bates Stamped BREITLING_9118, which was produced by Defendant during discovery.

21. Annexed hereto as Exhibit "S" is an email dated October 5, 2012, from Chuck Anderson to Plaintiff, Bates Stamped BREITLING_597-598, which was produced by Defendant during discovery.

22. Annexed hereto as Exhibit "T" is an email dated March 5, 2013, from Chuck Anderson to Plaintiff, Bates Stamped BREITLING_9121-9122, which was produced by Defendant during discovery.

23. Annexed hereto as Exhibit "U" is an email exchange dated May 20, 2013 and May 24, 2013, between Chuck Anderson and Plaintiff, Bates Stamped BREITLING_606-608, which was produced by Defendant during discovery.

24. Annexed hereto as Exhibit "V" is an email dated June 4, 2013, from Thierry Prissert to Plaintiff, Bates Stamped BREITLING_610-611, which was produced by Defendant during discovery.

25. Annexed hereto as Exhibit "W" is an email dated September 11, 2013, from Thierry Prissert to Plaintiff, Bates Stamped BREITLING_8772-8773, which was produced by Defendant during discovery.

26. Annexed hereto as Exhibit "X" is Plaintiff's 2011 Mid-year review, Bates Stamped BREITLING_587, which was produced by Defendant during discovery.

27. Annexed hereto as Exhibit "Y" is Plaintiff's 2011 Year-end review, Bates Stamped BREITLING_589, which was produced by Defendant during discovery.

28. Annexed hereto as Exhibit "Z" is Plaintiff's 2012 Year-end review, Bates Stamped BREITLING_591, which was produced by Defendant during discovery.

29. Annexed hereto as Exhibit "AA" is Plaintiff's 2012 Self-evaluation form, Bates Stamped BREITLING_604, which was produced by Defendant during discovery.

30. Annexed hereto as Exhibit “BB” is an email dated September 18, 2012, from Thierry Prissert to Plaintiff, with the subject “Written Warning”, Bates Stamped 0000215, which was produced by Plaintiff during discovery.

31. Annexed hereto as Exhibit “CC” is an email dated April 9, 2012, from Thierry Prissert to Plaintiff, with the subject “Gift to your Colleagues in the office,” Bates Stamped BREITLING_600, which was produced by Defendant during discovery.

32. Annexed hereto as Exhibit “DD” is the 2011 Northeast 1 territory’s sales results chart (for the territory Plaintiff covered in 2011), Bates Stamped BREITLING_8804, which was produced by Defendant during discovery.

33. Annexed hereto as Exhibit “EE” is an email (with attachment) dated December 20, 2011, from Plaintiff to Thierry Prissert and Chuck Anderson, with the subject “Projection 2012,” Bates Stamped BREITLING_9082-9084, which was produced by Defendant during discovery.

34. Annexed hereto as Exhibit “FF” is an email dated July 23, 2012, from Thierry Prissert to Plaintiff, in which Mr. Prissert lowers Plaintiff’s 2012 sales goal, Bates Stamped BREITLING_9091, which was produced by Defendant during discovery.

35. Annexed hereto as Exhibit “GG” is the 2012 month-by-month sales results chart for Breitling sales representatives, Bates Stamped 0000293, which was produced by Plaintiff during discovery.

36. Annexed hereto as Exhibit “HH” is the 2012 Northeast 1 territory’s sales results chart (for the territory Plaintiff covered in 2012), Bates Stamped BREITLING_8808, which was produced by Defendant during discovery.

37. Annexed hereto as Exhibit "II" is an email dated September 11, 2013, from Thierry Prissert to Plaintiff, in which Mr. Prissert lowers Plaintiff's 2013 sales goal, Bates Stamped BREITLING_8772-8773, which was produced by Defendant during discovery.

38. Annexed hereto as Exhibit "JJ" is the 2013 month-by-month sales results chart for Breitling sales representatives, Bates Stamped BREITLING_633, which was produced by Defendant during discovery.

39. Annexed hereto as Exhibit "KK" is an email dated March 15, 2011, from Plaintiff to Monika Pieren, with the subject "A Special Request?," Bates Stamped 0000406, which was produced by Defendant during discovery.

Dated: February 29, 2016
New York, New York

By: 
ZEV SINGER, ESQ.

EXHIBIT A

JUDGE PANELS

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

15 CV 01084

FREDERICK M. CARGIAN,

Plaintiff,

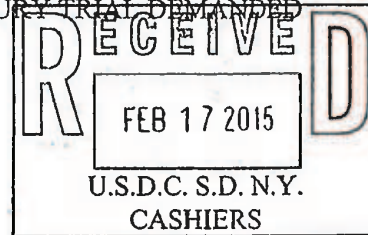
against

COMPLAINT

BREITLING USA, INC.,

JURY TRIAL DEMANDED

Defendant.



1. This is a proceeding brought to remedy the violations of rights secured to plaintiff by the Civil Rights Act of 1964, as amended, 42 U.S.C., § 2000e, *et seq.* ("Title VII"), the New York State Human Rights Law, New York Executive Law, § 296, *et seq.* ("State HRL"), and the New York City Human Rights Law, New York City Administrative Code, § 8-101, *et seq.* ("City HRL"), and to remedy age discrimination in the terms and conditions of employment in violation of the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 *et seq.* ("ADEA") and the State and City HRLs.

2. Plaintiff seeks injunctive and declaratory relief, compensatory and punitive damages, liquidated damages and other appropriate legal and equitable relief pursuant to Title VII, the ADEA, and the State and City HRLs.

JURISDICTION

3. The jurisdiction of this court is invoked pursuant to 28 U.S.C. §§ 1331 and 1334(4) conferring original jurisdiction upon this court over any civil action to recover damages or to seek equitable relief under any act of Congress providing for the protection of civil rights, and pursuant to Title VII and the ADEA. The court's supplemental jurisdiction is invoked

pursuant to 28 U.S.C. § 1367 on the ground that the acts challenged herein are also in violation of the laws of the State and City of New York.

ADMINISTRATIVE PREREQUISITES

4. On January 9, 2015, more than 180 days having elapsed since the filing of his charge, plaintiff received a right to sue letter from the United States Equal Employment Opportunity Commission (“EEOC”).

5. On February 10, 2015, prior to filing this complaint, plaintiff served a copy of it on the New York City Commission on Human Rights, and the Corporation Counsel of the City of New York, pursuant to § 8-502(c) of the City HRL.

PARTIES

6. Plaintiff was an employee of defendant within the meaning of Title VII, the New York State and New York City HRLs.

7. Defendant is an employer within the meaning of Title VII, 42 U.S.C. § 2000e, *et seq.*, the ADEA, and the State and City HRL’s.

8. Defendant’s Corporate Headquarters are located at 206 Danbury Road, Wilton, Connecticut.

9. Defendant sells its watches throughout New York State and operates Breitling Stores at 5 East 57th Street, New York, New York, and Woodbury Commons, Central Valley, New York.

STATEMENT OF CLAIM

10. Plaintiff is a 54 year old gay man, having been born November 23, 1960.

11. Plaintiff was hired by Breitling USA, Inc. in February 1990 as the Training Manager.

12. At the time he was hired, Breitling, a Swiss manufacturer of high end watches, had a very small U.S. presence or brand recognition.

13. In 1990, there were approximately 6 or 7 North American employees of Breitling. It has grown to a present size of approximately 140 employees.

14. At all times relevant, while employed by Breitling, plaintiff, a New York City resident, worked from his home office which was his Breitling office for all purposes.

- (a) He paid New York City and State taxes on all employment income;
- (b) Almost all of the work related meetings that he had with his supervisors were held at a Breitling location in New York City;
- (c) The meeting at which plaintiff's employment was terminated was held in New York City;
- (d) His sales material was maintained at his home office;
- (e) He maintained and garaged a car, leased by Breitling, in New York City;

15. In 1992, plaintiff was promoted to Northeast Regional Sales Representative and was assigned to an area from Maine to Richmond, Virginia.

16. As a sales representative, plaintiff received a base salary plus bonus. The bonus was based on achievement of sales goals.

17. Plaintiff continued to perform the function of Training Manager for about two years, while he also performed his duties as the Northeast Regional sales representative.

18. Over the next 15 years Plaintiff was one of the leading sales reps. His production was outstanding and bonuses substantial.

19. Plaintiff was one of the employees who helped build Breitling into the iconic Brand in the U.S. that it is today. He played a not insignificant role in growing the brand from about \$2-4 million to over \$100 million in U.S. sales per year.

20. In recognition of his outstanding production, by 2010 plaintiff's salary was increased to \$230,000.

21. On information and belief, plaintiff's sales figures were higher than any other sales representative for almost every year until 2012.

22. From 2002 through 2008, plaintiff always met budget and outperformed his prior year sales.

23. The recession hit Breitling USA sales in 2008 and 2009, where its sales decreased by close to \$40 million in each year. As a consequence, no sales rep met his goals.

24. Despite the continued bad economy, in 2010 plaintiff increased his sales over the past year by 40% and was 94% of his sales goals.

25. In 2010 four (4) of the other sales reps had far lower production rates than plaintiff.

26. In about October 2010, Thierry Prissert ("Prissert") was hired as the new President of Breitling USA. He assumed his full responsibilities in January of 2011.

27. It was with Prissert's appointment that plaintiff began being harassed, treated differently than the other men on the sales team, and undermined in his work.

28. Prissert, by his actions, made it clear that he expected stereotypical male behavior. He gave preference to stereotypical straight men with sports backgrounds. For example:

- (a) Prissert would regularly engage in sports talk with the male reps in the office, but never included plaintiff or the female reps.
- (b) Prissert invited all of the male reps to his new New York apartment, but did not invite plaintiff or any of the female reps.

29. Because plaintiff is gay, he was treated with the same disdain as were the female staff members. For example:

- (a) In June 2013, all of the experienced male sales reps, except for plaintiff, were invited to the prestigious marketing event held with Bentley cars in Crew, England. No female sales reps were invited;
- (b) In July 2011 and July 2012 there was a marketing event in Bouchs, Switzerland at which Breitling entertained its best clients. Two male reps were invited to escort the clients, while plaintiff was not, even though some of his largest clients were in attendance.
- (c) Plaintiff, along with the female reps, was not invited to networking events such as golf outings at which clients were entertained.
- (d) There is an annual trip to Basel, Switzerland. Because of the limitation of hotel rooms, reps had to share. Plaintiff was assigned to share a room with a married female rep, Annie Sommer, rather than being assigned a single room or to share with a male partner.

30. In January 2013, Mr. Prissert promoted Isaac Schafrath (Schafrath"), who was about 33 years old at the time, to sales representative and gave him part of plaintiff's territory.

31. For the six (6) prior years prior to promotion, Schafrath had been Manager of the Vault where Breitling kept its valuable watches. As such, Schafrath was primarily responsible for securing the property and filling orders.

32. On information and belief, at the time of his promotion, Schafrath had no previous sales experience.

33. Schafrath fulfilled the ideal man's man that Mr. Prissert prized: not only was he married, but he had been a star lacrosse player while at college, and his father, Dick Schafrath, was a star football player at Ohio State University and a former NFL player.

34. At the time of the reduction of his territory, Prissert lowered plaintiff's salary

from \$230,000 to \$196,000. Since his bonus base was also lowered, his total compensation was significantly reduced.

35. At the same time, sales representative, Annie Sommer had part of her territory redistributed. Her salary was also reduced from \$195,000 to \$165,000.

36. At the same time, Schafrath was given Virginia as part of his territory. That territory was previously serviced by Patrick Cawthorne. ("Cawthorne")

37. On information and belief, Cawthorne's salary, at that time was about \$210,000.

38. Cawthorne's salary was not reduced at the time Schafrath was given Virginia.

39. In 2013 not one of the sales reps made budget.

40. In 2013 at least two of the eight (8) sales reps had lower sales production than plaintiff.

41. On December 17, 2013, plaintiff was called to a meeting in New York City with Prissert and Sebastien Amstutz, Vice President of Finance, and told that he was being terminated effective December 31, 2013. He was removed from work effective immediately.

42. On information and belief, plaintiff's territory was redistributed between Schafrath and one of the female reps, Annie Sommer.

43. No other sales reps were terminated at the time.

**FIRST CAUSE OF ACTION
(Title VII)**

44. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of this Complaint with the same force and effect as if set forth herein.

45. Defendant has discriminated against plaintiff in the terms and conditions of his employment on the basis of his gender in violation of Title VII.

46. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of defendant's discriminatory practices unless and until this Court grants relief.

**SECOND CAUSE OF ACTION
(ADEA)**

47. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of this Complaint with the same force and effect as if set forth herein.

48. Defendant has discriminated against plaintiff in the terms and conditions of his employment on the basis of his age, in violation of the ADEA.

49. Plaintiff is now suffering and will continue to suffer irreparable injury and monetary damages as a result of defendants' discriminatory practices unless and until this Court grants relief.

**THIRD CAUSE OF ACTION
(State HRL)**

50. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of this Complaint with the same force and effect as if set forth herein.

51. Defendant has discriminated against plaintiff in the terms and conditions of employment on the basis of his sexual orientation and age in violation of § 296 of the New York State Human Rights Law.

52. As a result of defendants' discriminatory acts, plaintiff has suffered and will continue to suffer monetary damages and damages for mental anguish and humiliation unless and until this Court grants relief.

**FOURTH CAUSE OF ACTION
(City HRL)**

53. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 43 of this Complaint with the same force and effect as if set forth herein.

54. Defendant has discriminated against plaintiff in the terms and conditions of employment on the basis of his sexual orientation and age in violation of the New City Human Rights Law, Administrative Code, § 8-101, *et seq.*

55. As a result of defendant's discriminatory acts, plaintiff has suffered and will continue to suffer monetary damages and damages for mental anguish and humiliation unless and until this Court grants relief.

PRAYER FOR RELIEF

WHEREFORE, plaintiff respectfully requests that this Court enter a judgment:

A. Declaring that the acts and practices complained of herein are in violation of Title VII; the ADEA; the New York State Human Rights Law § 296, *et seq.*; and the New York City Administrative Code Section 8-101, *et seq.*

B. Enjoining and permanently restraining these violations;

C. Directing defendant to take such affirmative action as is necessary to ensure that the effects of these unlawful employment practices are eliminated and do not continue to affect plaintiff's employment opportunities;

D. Awarding plaintiff lost wages and fringe benefits together with pre-judgment interest for violation of the Title VII, the ADEA and the City and State HRLs;

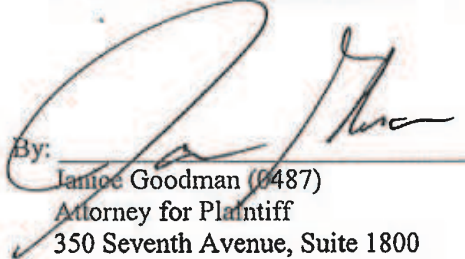
E. Awarding plaintiff compensatory damages for mental anguish and humiliation;

- F. Awarding plaintiff punitive damages;
- G. Awarding plaintiff liquidated damages;
- H. Awarding plaintiff the costs of this action, including reasonable attorneys' fee;
- I. Granting such other and further relief as this Court deems necessary and proper.

Dated: February 10, 2015
New York, New York

Respectfully submitted,

LAW OFFICES OF JANICE GOODMAN

By: 

Janice Goodman (0487)
Attorney for Plaintiff
350 Seventh Avenue, Suite 1800
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EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FREDERICK M. CARGIAN,

Plaintiff,

- against -

BREITLING USA, INC.,

Defendant.

ECF Case

No. 15-cv-01084 (GBD)

**DECLARATION OF
THIERRY PRISSERT,
PRESIDENT OF
BREITLING USA, IN
SUPPORT OF
DEFENDANT'S MOTION
FOR SUMMARY
JUDGMENT**

THIERRY PRISSERT declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I was born on July 1, 1968.
2. I have been employed by Breitling USA, Inc. ("Breitling") as President since I was hired for that position in September 2010.
3. Plaintiff Frederick M. Cargian ("Plaintiff" or "Cargian") was a sales representative, employed by Breitling until December 31, 2013. I have personal knowledge of Plaintiff, his work performance, and his work assignments. I make this declaration based upon my personal knowledge of the facts described herein and based upon the books and records maintained by Breitling. I submit this declaration in support of defendant's motion for summary judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure.
4. I understand based on the allegations of the complaint that Plaintiff is alleging, among other things, that I discriminated against him based upon his gender, age, and sexual orientation by reducing his salary and terminating him because of his membership in those

protected classes. These assertions are patently false. As set forth herein, all decisions I made with respect to Plaintiff's employment with Breitling were made in the best business interests of Breitling. At no time did I take any action or make any decision with respect to the terms and conditions of Plaintiff's employment based on his gender, age, or sexual orientation. Furthermore, at no point did I treat Plaintiff differently than any other Breitling sales representative, based upon his gender, age, or sexual orientation.

5. Breitling is in the business of, among other things, selling and distributing "Breitling" brand watches in the USA.

6. During Plaintiff's employment at Breitling (and currently), Breitling employed sales representatives. The sales representatives' duties included: increasing sales in his/her assigned geographic region(s); achieving their sales goals as set by Breitling at the beginning of each calendar year; selling wholesale Breitling watches to retail dealers; traveling to each account/point of sale in the geographic region and meeting with the retail agents; helping work on displays and presentation of Breitling product in retail stores; helping train retail agents on the Breitling brand, products, and history; opening new points of sale for Breitling watch sales; providing weekly activity reports to management; and ensuring each account in the geographic region(s) had the correct product and inventory.

7. Each sales representative at Breitling was assigned a designated geographic territory for which he/she would be responsible for sales and performing the aforementioned duties within the designated area. Each such geographic territory was divided into a specific number of retail accounts, or "points of sale" or "doors."

8. For approximately the first three to six months of my employment with Breitling, I had a transition period/tryout period with Breitling. during which time Marie Bodman, the

President of Breitling at the time I joined the company, stayed employed as President of Breitling and shared some of the Presidential duties with me.

9. During this transition period, I spent time shadowing Ms. Bodman. She educated me on various business practices at Breitling, including, among other things, the methods by which the sales representatives' goals were set.

10. After Ms. Bodman left her employment at Breitling in 2011, I became the sole President and top executive at Breitling. After Mr. Bodman left Breitling, Plaintiff's direct supervisors until his employment ended at Breitling effective December 31, 2013 were Mr. Charles Anderson, the national sales manager for Breitling, and myself.

11. Throughout Plaintiff's employment as a sales representative at Breitling, the sales representatives' compensation included two components: the first component was the sales representatives' base salary and the second component was the sales representatives' bonus, which was tied to achieving specified sales goals and qualitative criteria.

12. Throughout Plaintiff's employment as a sales representative at Breitling, the sales representatives (including Plaintiff) and Breitling were parties to a series of one-year employment agreements. These agreements set forth the basic terms and conditions of the sales representatives' (including Plaintiff's) employment, supplemented by the Breitling handbook. These agreements contained, among other things, each sales representative's sales goals for the year, each sales representative's bonus potential for the year (and the formula by which the bonus, if any, would be calculated), and the sales representative's base annual salary.

13. While the bonus potential for the sales representatives and the formula by which it was calculated fluctuated from year to year, it was always based on, at least partially, the sales representatives' (including Plaintiff's) ability to meet the sales goals that were established for

their respective territories. If a sales representative met or surpassed his or her sales goals, he/she would receive his/her full quantitative bonus potential; if he/she failed to meet the sales goals, he/she would receive a bonus that was less than the full potential bonus.

14. In addition to the quantitative portion of the bonus, there was also a qualitative portion. The criteria for this qualitative portion of the bonus changed from year to year, but it generally included criteria such as how many sales visits a sales representative had made for the year, how many trainings the sales representative performed, how many of the weekly activity reports (“call reports”) the sales representative sent to management.

15. For the years 2011, 2012, and 2013, I, in consultation with Mr. Anderson, was the person who made the final decision regarding what part of the qualitative bonus each sales representative would receive.

16. In 2012, in addition to the sales representative’s bonuses, they received based upon the quantitative and qualitative formulas found in their employment agreements for that year, each sales representative received a “Special 2012 Extra Bonus.” The Special 2012 Extra Bonus was paid to all sales representatives that year because it had been a particularly profitable year for Breitling. This Special 2012 Extra Bonus was paid to the sales representatives based upon their performance, with the special bonus being a percentage of each sales representative’s base monthly salary, and the percentage dependent on the sales representative’s overall performance (in both sales and qualitative categories).

17. In addition to annual sales goals being contained in the sales representatives’ annual employment contracts, the sales representatives would be presented with their annual sales goal at their yearly review meeting which usually occurred in January or February. Also at

the yearly review meeting, the sales representatives received a performance evaluation for the prior year and their new goals for the upcoming year.

18. The general process by which the sales representative's annual sales goals were determined and set was passed along to me from Ms. Bodman and Mr. Anderson during the transition period at the beginning of my employment with Breitling.

19. The general process by which Ms. Bodman (and myself, after Ms. Bodman left Breitling) determined the sales representatives' yearly sales goals is: (i) each sales representative would generally submit their own individual proposed yearly goal for themselves; (ii) the President (myself) and the sales manager, Mr. Anderson, would meet to go over and consider each sales representative's proposal along with considering the business/sales that was generated the year before in that sales representative's same territory, how many "doors" (accounts) there were in that territory, the trend in those doors/accounts, and the growth of new potential accounts/doors in that territory, and based on those factors make a determination as to the sales representative's yearly goals; and then (iii) those goals were presented to the sales representative at their annual review for the prior year (usually occurring in January or February) and those goals would be written into the sale's representative's yearly employment agreement (the goals were tied to each representative's performance assessment and bonus).

20. In 2011, Breitling employed seven sales representatives.

21. In January or February 2011, the sales representatives' goals for the year 2011 were set and given to the representatives at their annual performance review meetings. I sat in with Ms. Bodman at the 2011 performance review meetings with each of the sales representatives, at which time the sales representatives' sales goals for the year were given to them.

22. Prior to the 2011 annual performance review meetings for the sales representatives, Ms. Bodman and Mr. Anderson had consulted with me during their internal discussions regarding the sales representatives' 2011 goals and explained to me and showed me the process by which they had determined the sales representatives' goals. However, it was Ms. Bodman, and not myself, who ultimately made the decision regarding what the sales representatives 2011 sales goals were, including Plaintiff's.

23. In 2012, Breitling employed seven sales representatives. In 2013, Breitling employed eight sales representatives.

24. For both the years 2012 and 2013, I was the one who made the ultimate determination as to what the sales representatives' sales goals would be for those years, including Plaintiff's, after I consulted with Mr. Anderson and participated in the process described in ¶21, above.

25. As President of Breitling, I have (and had) the authority to set compensation for the sales representatives.

26. In 2011, Plaintiff was the highest paid sales representative at Breitling and his base salary was \$230,000.

27. In 2011, the sales representative with the next highest salary after Plaintiff was making \$210,000 in base salary. In 2011, the sales representative at Breitling with the lowest base salary was a heterosexual male, and he was making \$152,500 in base salary.

28. In 2012, Plaintiff was the highest paid sales representative at Breitling and his base salary was \$230,000.

29. In 2012, the sales representative with the next highest salary after Plaintiff was making \$215,000 in base salary. In 2012, the sales representative at Breitling with the lowest base salary was a heterosexual male, and he was making \$170,500 in base salary.

30. In 2013, Plaintiff was the third- highest paid sales representative at Breitling and his base salary was \$196,000.

31. In 2013, the sales representative at Breitling with the lowest base salary was a heterosexual male, and he was making \$85,000 in base salary.

32. At the beginning of 2011, Plaintiff was given additional territory for which he would be responsible as a sales representative; he received approximately 20 additional “doors” or accounts to cover (including the doors in Southern Virginia). Because Plaintiff had been assigned this additional territory, Breitling increased his bonus potential from \$45,000 to \$55,000.

33. During 2011, Plaintiff then requested that Southern Virginia territory be assigned to a different sales representative, and in the first half of 2011, the Southern Virginia territory was reassigned to sales representative Rick Lambert. When the Southern Virginia territory was reassigned to Mr. Lambert, Plaintiff’s bonus potential was not reduced and Mr. Lambert’s salary and bonus potential were not increased.

34. At the end of 2012/beginning of 2013, I decided to reduce the territories for which Plaintiff and sales representative Annie Sommer would be responsible for covering for the year 2013, removing some territory from each of them that they had previously covered in 2012. Before making this decision, I discussed it with Mr. Anderson and Mr. Amstutz.

35. The reasons I decided to reduce the territories of Ms. Sommer and Plaintiff, and restructure the sales territories, were: (i) the sales performance of these two sales representatives

for 2012 was below expectations, as they had not met their sales goals (they were the bottom two sales representatives out of seven with regard to percentage of sales as compared to their goals); (ii) they were not handling the larger territory in the right manner and sales in the two territories were not where they need to or should be (Ms. Sommer and Plaintiff were the only two sales representatives whose territories sold less in 2012 than they had the year before in 2011); and (iii) I wanted to give both individuals a chance to succeed in meeting their sales goals and sales production in a smaller territory

36. In 2013, at the time that I decided to reduce Plaintiff and Ms. Sommer's territories, I also decided to reduce their base salaries since the territory they would be covering was significantly reduced from the year before, and they would be responsible for fewer doors/accounts and thus fewer visits, less time commitment, and overall less responsibility.

37. At the time I decided to reduce Plaintiff's salary for 2013, I was 44 years old.

38. Because I had reduced Plaintiff's and Ms. Sommer's sales territory, I determined that Breitling needed to add an additional sales representative to cover the accounts/doors in the territory that I had removed from Plaintiff's and Ms. Sommer's responsibility.

39. I decided to promote Isaac Schafrath, who had previously been the Vault Manager at Breitling, to sales representative. From 2010 through December 31, 2013, Mr. Schafrath was the only sales representative who was added to Breitling.

40. The reasons I decided to promote Mr. Schafrath to the sales representative position and to give him a chance to succeed in that position were: (i) I preferred to promote someone from within the company and Mr. Schafrath had worked for Breitling for many years; (ii) Mr. Schafrath was performing very well in his current job, (iii) Mr. Schafrath had expressed a desire to do something else within the company (specifically, he had expressed interest in

becoming a sales representative); (iv) Mr. Schafrath knew the brand very well, and (vi) Mr. Schafrath knew the product very well.

41. Mr. Schafrath's gender, age, and sexual orientation played no role in my decision to promote him to sales representative. In fact, after Mr. Schafrath worked for two years as a sales representative in 2013 and 2014 without much success and without meeting expectations, I realized it had been a mistake to promote Mr. Schafrath to sales representative, and Mr. Schafrath was demoted to a different position within Breitling. I decided not to terminate Mr. Schafrath's employment after he had not succeeded as a sales representative because it had been my original decision to promote him and I did not want to penalize him for that mistaken decision.

42. During Plaintiff's last three years at Breitling, 2011, 2012, and 2013, he did not achieve his yearly sales goals that were set for him, even after they were reduced in 2012 and 2013.

43. In 2011, 2012, and 2013, on a regular basis both in writing and verbally, myself and Mr. Anderson gave Plaintiff specific feedback and constructive criticism regarding his performance at Breitling, including: needing to increase the number of visits he was making to his accounts in his territory, needing to achieve more sales (both in comparison to his sales goals and in comparison to how the territory he was covering performed the year prior), needing to use Breitling's tools more efficiently, and needing to open more new doors.

44. During the entire time that I supervised Plaintiff at Breitling, I always desired for him to succeed in achieving his goals and increasing his sales performance. In fact, on many occasions, I expressed my wishes for him to succeed directly to Plaintiff.

45. In April 2012, I learned that Plaintiff had been giving envelopes with cash to some of his colleagues during the holiday season. I had a discussion with Plaintiff, at which time he confirmed to me that he had done this. This practice was not acceptable, as it is wholly inappropriate for Plaintiff to give cash to people who may affect his employment performance, such as the Inside Sales Director at Breitling, who could determine what discounted watches Plaintiff could have access to. On April 9, 2012, I sent Plaintiff an email informing him that his actions had violated company policy and that he was to refrain from continuing his practice of giving cash to his Breitling colleagues.

46. On September 16, 2012, during Breitling's yearly business trip to Reno, Plaintiff approached me during a bowling outing and, in front of Breitling guests and colleagues, yelled at me and used the word "fuck" to me.

47. Because of Plaintiff's behavior at the bowling alley in Reno, I decided to issue him a written warning, which was sent to him via email on September 18, 2012. In the warning, I informed Plaintiff that if he was warned again in the future, we would have no choice but to address the issue with him which could lead to Breitling taking action against him up to and including his termination from Breitling.

48. In November 2013, I made the decision that Plaintiff would be terminated from Breitling.

49. The reasons that I decided to terminate Plaintiff's employment at Breitling include: (i) Plaintiff's sales results in his region were poor and had been below expectations for 3 straight years (both with regard to his sales as compared to his goals/budget set by Breitling as well as his sales in relation to how his territory had performed each year prior); (ii) Plaintiff had consistently exhibited negative attitude toward management and toward his work, including (a)

Plaintiff had openly yelled at and cursed at me in front of colleagues and customers at the Reno bowling alley; (b) some of his sales accounts/customers had expressed to Breitling management that Plaintiff was bitter and unhappy with his job at Breitling; (c) Plaintiff had publicly exclaimed at a meeting in front of the other sales representatives that he would only work “9 to 5” (despite the job of a sales representative requiring significantly more time); (d) Plaintiff had regularly resisted any kind of constructive criticism and had expressed to me and to others numerous times that he knew how to do his job and needed no guidance or performance criticism (despite declining sales numbers); (e) Plaintiff had failed to consistently visit all of his accounts and resisted suggestions that he should make more visits to his accounts; (f) Plaintiff wrote in a self-evaluation that he would better be suited as President of the Company; and (g) Plaintiff resisted using new tools and methodology Breitling required him to use, such as the Ipads and the tracking system that Breitling had required all sales representatives to use.

50. At the time that I decided to terminate Plaintiff’s employment from Breitling, and at the time I informed Plaintiff that he would be terminated from Breitling, I was 45 years old.

51. At the time Plaintiff’s employment was terminated from Breitling in December 2013, there were seven other sales representatives working at Breitling, and their names and ages were: Annie Sommer, 47 years old, Beth Haddad, 45 years old, Brian Criddle, 48 years old, Josh Haley, 40 years old, Patrick Cawthorne, 49 years old, Rick Lambert, 47 years old, and Isaac Schafrath, 33 years old.

52. At no point did I ever assign Plaintiff to share a room with Annie Sommer at any event or trip. My understanding is that Plaintiff and Ms. Sommer are very close friends and for many years prior to my joining Breitling, Plaintiff and Ms. Sommer had chosen to share a hotel room on the annual trip to Basel, Switzerland (and that they had also shared hotel rooms on

vacations together). They continued to share rooms on the Basel trip, by their own choice, after I became President of Breitling.

53. I never invited any of the sales representatives at Breitling to my apartment in New York City. On one occasion, I was accompanying two of the sales representatives (who both happened to be male) to a dinner with one of Breitling's customers/clients. On the way to the dinner, I decided to stop off for a few minutes at my apartment to put my children to sleep. The two sales representatives I was with entered my apartment with me and waited for a few minutes for me to finish putting my children to sleep, at which time we left to go to the client dinner. Other than that, no sales representative – male or female – has ever been to my New York City apartment.

54. In 2013, Breitling uncovered the fact that sales representative Brian Criddle had misrepresented his customer visits, submitted false expense reports to Breitling for personal expenses, and misused his Breitling credit card. When Mr. Anderson confirmed to me he had the clear evidence that that Mr. Criddle had in fact misrepresented this information to Breitling, I decided to give Mr. Criddle a written warning, regardless of Mr. Criddle's explanation and whether Mr. Criddle admitted his wrongdoing or not.

55. At times, I made the decision to invite certain sales representatives to various Breitling or client/customer events and functions. For example, while Plaintiff was working at Breitling, I invited him to participate in at least three golf outings/golf events.

56. All decisions I made with regard to which sales representatives were invited to which trips or events were made for legitimate business purposes, such as which clients of which sales representatives were attending the trip/event, what the potential for new business was, and what relationships the sales representatives had with the clients attending the trip or event. For

example, in 2013, Breitling organized a trip to Crewe, England, where loyal Breitling customers/jewelers were taken to tour the Bentley car factory and experienced a day of aviation and being further exposed to the Breitling brand. Breitling had space for only a few of the sales representatives to attend this trip, and the sales representatives that were invited were the ones with clients attending the trip with the highest potential for new Breitling/Bentley business. While almost all of the sales representatives had clients attending the trip who sold Breitling/Bentley watches, the sales representatives who were invited to go to the Crewe trip had customers attending who had the highest potential for growth in their Breitling/Bentley business.

57. Lisa Roman was Breitling's Marketing Director from February 2002 until she was terminated in January 2015.

58. All decisions I made with respect to Ms. Roman's employment with Breitling were made in the best business interests of Breitling. At no time did I take any action or make any decision with respect to the terms and conditions of Ms. Roman's employment based on her gender or age.

59. Ms. Roman was terminated because of her failure to follow company procedures, her unprofessional attitude toward her colleagues at work (including mistreatment of a new employee), her error regarding a larger than \$100,000 overpayment that she refused to take responsibility for (and blamed someone else), her insubordination, and the fact that she had received numerous performance warnings. In fact, one on occasion, Ms. Roman crumpled up a warning she had received and threw it on the desk of the Director of Human Resources at Breitling.

60. At no time prior to Ms. Roman's termination did she make any complaint of discrimination.

61. On numerous occasions, after Ms. Roman received warnings, performance write-ups, and the aforementioned feedback from me or human resources, she responded in writing, addressing the warnings and feedback, and denying some of the underlying facts mentioned in the warnings or mentioned in the feedback she received. All of Ms. Roman's submissions to Breitling prior to her termination addressed the specific behaviors she had taken part in, and none of Ms. Roman's written responses that she submitted prior to her termination made any reference or mention of an allegation that she was being treated differently because of any protected class, and none of them contained any complaints of discrimination.

62. Breitling uses (and has always used) various marketing graphics to assist selling its watches, such as images of planes, cars, military symbols, and the art of a specific artist named Kevin Kelly.

63. Breitling primarily markets its watches to men.

64. Breitling gives (and has given) out "collateral" items to its customers and contacts, such as mousepads, luggage tags, and Ipad covers. These items are given out as sales support tools, with the purpose of spreading, enhancing, and marketing the Breitling brand.

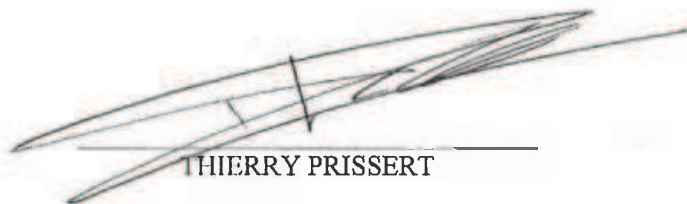
65. Some of Breitling's collateral marketing items that it distributed had the image of a "bomb girl", which shows a woman sitting or lying on a bomb. This depiction comes from a well-known World War II (1940's) era vintage pin up girl image. Breitling uses other historical, military, and artistic images as well for its collateral and marketing campaigns.

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CARGIAN V. BREITLING- PRISSERT DECLARATION SIGNATURE PAGE

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated: New York, New York
February 29, 2016



THIERRY PRISSERT

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

FREDERICK M. CARGIAN,

Plaintiff,

- against -

BREITLING USA, INC.,

Defendant.

ECF Case

No. 15-cv-01084 (GBD)

**DECLARATION OF
CHARLES ANDERSON,
SALES MANAGER AT
BREITLING USA, IN
SUPPORT OF
DEFENDANT'S MOTION
FOR SUMMARY
JUDGMENT**

CHARLES ANDERSON declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I have been employed by Breitling USA, Inc. ("Breitling") since 2003.
2. Plaintiff Frederick M. Cargian ("Plaintiff" or "Cargian") was a sales representative, employed by Breitling until December 31, 2013. I have personal knowledge of Plaintiff, his work performance, and his work assignments. I make this declaration based upon my personal knowledge of the facts described herein and based upon the books and records maintained by Breitling. I submit this declaration in support of defendant's motion for summary judgment pursuant to Rule 56 of the Federal Rules of Civil Procedure.
3. I understand based on the allegations of the complaint that Plaintiff is alleging, among other things, that I discriminated against him based upon his gender, age, and sexual orientation by reducing his salary and terminating him because of his membership in those protected classes. These assertions are patently false. As set forth herein, all decisions I made and input I contributed with respect to Plaintiff's employment with Breitling were made in the best

business interests of Breitling. At no time did I take any action or give any input with respect to the terms and conditions of Plaintiff's employment based on his gender, age, or sexual orientation. Furthermore, at no point did I treat Plaintiff differently than any other Breitling sales representative, based upon his gender, age, or sexual orientation.

4. I was hired by Breitling in approximately 2003 as a sales representative. In 2008, I was promoted to National Sales Manager. From when I began as sales manager until the end of 2010, I remained a sales representative for Breitling as well -- in addition to my supervisory responsibilities, I was responsible for outside sales for a specific geographic territory, as were the other Breitling sales representatives at that time.

5. When I was hired in 2003, my direct supervisor was Ms. Marie Bodman, President of Breitling at that time. The sales territory that Ms. Bodman reassigned me to cover as a sales representative included Delaware, Maryland, Washington, DC, and Virginia. These territories had been covered by Plaintiff immediately prior to my employment at Breitling. In addition, Ms. Bodman assigned me to cover some of the territory that had been covered by another sales representative immediately prior to my hire at Breitling, other than Plaintiff.

6. This practice of re-assigning territory to me when I began my employment at Breitling was not a rare occurrence. From time to time, Breitling management would shift territory among the sales representatives or assign territory to a newly hired sales representative. In fact, it was Breitling's practice that there could be changes in sales territories and sales representatives could be added or taken away from the team, depending on the needs of the business.

7. At the beginning of 2011, Breitling decided to change the structure of my position with the company. Starting in 2011, I was no longer responsible for covering a particular territory (I was no longer a sales representative), and I became solely the full-time sales manager.

8. My duties as sales manager for Breitling include tracking sales data, supervising the sales representatives in all aspects of their job, ensuring their reporting is timely and accurate, assisting them to maximize sales and the achievement of their goals in their respective territories, observing and reviewing the sales representatives work, and generally supporting the sales team in an effort to maximize sales and profitability for the company.

9. When I became solely the sales manager in 2011, some of the territory that I had previously been responsible for covering as a sales representative (from 2003 to 2010) was re-assigned back to Plaintiff.

10. Part of the territory that was added to Plaintiff's responsibility in 2011 included Southern Virginia.

11. During 2011, after beginning the year with Southern Virginia in his sales territory, Plaintiff requested that the Southern Virginia territory be reassigned to a different sales representative. During the first half of 2011, the Southern Virginia territory was reassigned to sales representative Rick Lambert.

12. When Mr. Lambert's was assigned the Southern Virginia territory, his salary and bonus potential were not increased.

13. Throughout Plaintiff's employment as a sales representative at Breitling, the sales representatives (including Plaintiff) and Breitling were parties to a series of one-year employment agreements. These agreements set forth the basic terms and conditions of the sales

representatives' (including Plaintiff's) employment, supplemented by the Breitling handbook. These agreements contained, among other things, each sales representative's sales goals for the year, each sales representative's bonus potential for the year (and the formula by which the bonus, if any, would be calculated), and the sales representative's base annual salary.

14. While the bonus potential for the sales representatives and the formula by which it was calculated fluctuated from year to year, it was always based on, at least partially, the sales representatives' (including Plaintiff's) ability to meet the sales goals that were established for their respective territories. If a sales representative met or surpassed his or her sales goals, he/she would receive his/her full quantitative bonus potential; if he/she failed to meet the sales goals, he/she would receive a bonus that was less than the full potential bonus.

15. As a part of the process of the sales representatives' sales goals being set and before their yearly review meeting, the sales representatives would submit their own proposed sales goals for the upcoming year. During the years I have been sales manager at Breitling, these proposals were usually emailed to me in advance of the sales representative's yearly review meetings.

16. During my time employed at Breitling, the general process by which the sales representatives' yearly sales goals are generally determined always was and is: (i) each sales representative would generally submit their own individual proposed yearly goal for themselves; (ii) the President and the sales manager (me) would meet to go over and consider each sales representative's proposal along with considering the business/sales that was generated the year before in that sales representative's same territory, how many "doors" (accounts) there were in that territory, the trend in those doors/accounts, and the growth of new potential accounts/doors in that territory, and based on those factors make a determination as to the sales representative's

yearly goals; and then (iii) those goals were presented to the sales representative at their annual review for the prior year (usually occurring in January or February) and those goals would be written into the sales representative's yearly employment agreement (the goals were tied to each representative's performance assessment and bonus).

17. "Tourneau" is the name of a specific watch retailer that the Breitling sales representatives were responsible for servicing. Tourneau sales were sometimes counted separately from the other sales in a sales representative's territory because Tourneau was considered a "house" account, separate from the individual sales territories/regions, and the sales representatives could not control how many watches Tourneau bought from Breitling.

18. In any given year, if a sales representative's sales goals included goals for Tourneau sales, that sales representative would be given credit for Tourneau sales for that year in calculating the sales representative's sales in relation to their sales goals.

19. The sales representatives' actual sales they receive credit for (toward their annual sales goal) are tracked through Breitling computer system. For each sale that is made within a sales representative's territory, the invoice for that sale is submitted to Breitling, inputted in Breitling's computer system, and attributed to the respective sales representative and his/her region.

20. After the invoices were entered into the computer system and attributed to a particular sales representative or territory, some manual adjustments would be made to ensure that the correct sales representative would receive credit for the sales in his/her territory. Some of Breitling's customers have stores or "points of sale" in numerous territories, but all of the sales to those specific stores would be attributed in the computer system to one single territory even if all of the sales to that customer did not take place in that territory. Thus, those sales

would be manually separated by territory to ensure the correct sales representative received credit for sales in that respective region.

21. Since at least 2010 through the conclusion of Plaintiff's employment at Breitling, all of the sales representatives would regularly receive emails (sometimes monthly, sometimes semi-annually) from myself, the President, or the inside sales manager at Breitling informing them of their monthly and/or year-to-date sales for their territory. Furthermore, at the sales representatives' annual review meetings, they were always presented with a sales results chart for their territory for the prior year. Examples of such charts for Plaintiff's territory for 2011 and 2012 are attached to the Declaration of Zev Singer, dated February 29, 2016, as Exhibits "DD" and "HH", respectively.

22. In addition, since I have been at Breitling, the sales representatives at Breitling had access to the Breitling computer system (discussed above) that tracked the invoices and tracked their sales by territory. At any time, if a sales representative had a question or doubt about his/her sales numbers, he or she could log into the computer system to look up their sales data.

23. From 2010-2013, Breitling management held annual sales meetings to, among other things, review the sales representatives' sales numbers for the year, discuss the progress of the company, the business goals of the company moving forward, and other business matters.

24. From 2010-2013, all of the sales representatives were required to (and in fact did) attend these annual sales meetings.

25. At these annual sales meetings, the sales representatives, as a group, were presented with a PowerPoint presentation that I created. In the PowerPoint presentations that I created and that was presented at the annual sales meeting, there were slides that showed, among

other things, the sales representatives' performance and sales numbers for the prior year. All of the slides contained in Exhibit "K" annexed to the Declaration of Zev Singer, dated February 29, 2016, were created by me.

26. All of the data I used to create the PowerPoint slides presented at the sales meetings (and in Exhibit K) came from Breitling's computer systems, the sales representatives' employment agreements, and from Breitling's inside sales manager who also tracked sales data for the company.

27. During the year in 2011, Plaintiff's sales goal was reduced to \$23,760,000.

28. In 2011, Plaintiff's sales at Breitling were approximately \$18,767,811, including Tourneau sales. Plaintiff's 2011 sales were approximately \$4,992,189 less than the sales goals that had been set for him that year (including Tourneau sales goals), and he achieved only 79% of his set sales goal.

29. In 2011, Plaintiff was the sales representative who achieved the lowest percentage of his sales goals.

30. Plaintiff's 2011 sales were approximately \$850,645 more than Breitling had sold to the same territory the year prior (an increase of 5%). This 5% increase was the lowest percentage increase of sales, as compared to the same territory the prior year, out of the seven sales representatives.

31. Mr. Prissert was the person who ultimately made the decision in setting Plaintiff's 2012 sales goal, and in doing so, he consulted with me.

32. In 2012, Plaintiff's sales at Breitling were approximately \$12,899,581 (excluding Tourneau sales). Plaintiff's 2012 sales were approximately \$2,500,419 less than the sales goals that had been set for him that year, and he achieved only 83.76% of his sales goal.

33. In 2012, Plaintiff was the sales representative who achieved the lowest percentage of his sales goals.

34. Plaintiff's 2012 sales were approximately \$938,000 less than Breitling had sold to the same territory the year prior (a decrease of approximately 6.8%). This 6.8% decrease was the largest percentage decrease in sales, as compared to the same territory the prior year, out of the seven sales representatives.

35. Mr. Prissert was the person who ultimately made the decision in setting Plaintiff's 2013 sales goal, and in doing so, he consulted with me.

36. In 2013, Plaintiff's sales at Breitling were approximately \$8,452,072 (excluding Tourneau sales). Plaintiff's 2013 sales were approximately \$2,187,928 less than the sales goals that had been set for him that year (he achieved only 79% of his sales goal).

37. In 2013, Plaintiff was tied for achieving the second lowest percentage of his sales goals.

38. Plaintiff's 2013 sales were approximately \$1,357,393 less than Breitling had sold to the same territory the year prior (a decrease of approximately 13.8%).

39. Since I began my employment at Breitling, the yearly watch and jeweler show in Basel, Switzerland that the sales representatives attended was so crowded that there was a shortage of hotel rooms and the Breitling sales representatives who attended had to share rooms.

40. For the last three years of Plaintiff's employment at Breitling, he failed to meet his sales goals and was consistently one of the lowest sales performers among all of the sales representatives.

41. For the last three years of Plaintiff's employment as a sales representative at Breitling, he consistently exhibited negative attitude toward management and toward his work. Examples of this negative attitude included: (i) some of his sales accounts/customers having expressed to Breitling management that Plaintiff was bitter and unhappy with his job at Breitling; (ii) Plaintiff publicly exclaimed at a meeting in front of the other sales representatives that he would only work "9 to 5"; (iii) Plaintiff regularly resisted any kind of constructive criticism and expressed that he knew how to do his job and needed no guidance or performance criticism (despite declining sales numbers); (iv) Plaintiff failed to consistently visit all of his accounts and he resisted suggestions that he should make more visits to his accounts; (v) Plaintiff wrote in a self-evaluation that he would better be suited as President of the Company; and (vi) Plaintiff resisted using new tools and methodology Breitling required him to use.

42. On numerous occasions, Plaintiff expressed to me that he supported and recommended the promotion of Isaac Schafrath to sales representative.

43. None of the sales representatives ever complained to me that they felt they were being treated negatively because of their gender, age, or sexual orientation.

44. One on occasion Ms. Beth Haddad, a sales representative, sent me an email complaining about Mr. Prissert's actions toward her and she mentioned the word "boys club" in the email. I did not, and do not, believe this was a complaint of discrimination or differential treatment based on gender, but rather a gripe against Mr. Prissert for a particular incident that was wholly unrelated to gender.

[SPACE INTENTIONALLY LEFT BLANK]

CARGIAN V. BREITLING- ANDERSON DECLARATION SIGNATURE PAGE

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Dated: New York, New York
February 29, 2016

A handwritten signature in black ink, appearing to read 'Charles Anderson', written over a horizontal line.

CHARLES ANDERSON

EXHIBIT D

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----X
3 FREDERICK M. CARGIAN,
4 Plaintiff,
5 -against-
6 BREITLING USA,
7 Defendant.
8 Civil Action No. 15-cv-01084
-----X

9
10 100 Park Avenue
11 New York, New York
12 September 17, 2015
13 10:10 a.m.

14 DEPOSITION of FREDERICK CARGIAN,
15 taken before Alexis Perez Jenio, a Shorthand
16 Reporter and Notary Public of the State of New
17 York.

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23 ELLEN GRAUER COURT REPORTING CO. LLC
24 126 East 56th Street, Fifth Floor
25 New York, New York 10022
212-750-6434
REF: 110752

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CARGIAN

was Regina?

A Yes.

Q I refer you to the bottom of the page,
in the "Breitling" section --

A Um-hmm.

Q -- the "Key Accomplishments."

A Um.

Q Do you see that?

A Yes.

Q Is that related to Breitling?

A Yes.

Q So that bullet point, or the dash point
with two sentences, that relates to Breitling?

A Yes.

Q And it says you always achieved or
surpassed sales goals. Is that true?

A Where are you looking now? I'm sorry.

Q The very last sentence on this
document.

A Oh, "Always achieved or surpassed sales
goals." Um...

And, I'm sorry, what's the question?

Q Is that true?

A Ah...

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CARGIAN

(An interruption occurred.)

MR. GRINDLINGER: Off the record.

(An off-the-record conversation was held.)

Q Is this the second page of that résumé?

THE COURT REPORTER: Excuse me Counsel, I should let you know, for the sake of a clean record, we had an open pending question before the interruption.

MR. GRINDLINGER: Oh, yes.

Q I'm sorry, there's an open question.

MR. GRINDLINGER: What is the open question?

(The last question was read back by the court reporter.)

Q Could you please answer that question first?

A Ah... no.

Q Is there anything else that's not accurate on that first page of your résumé?

(Pause)

A I'm sorry, what was the question?

MR. GRINDLINGER: Can you repeat

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CARGIAN

income?

A No.

Q When were you hired at Breitling?

A February 1st, 1980 -- 1990. I'm sorry.

Q I'm sorry, I missed the year.

A 1990.

Q 1990?

A Right.

Q Okay. And can you briefly describe the process that you went about in getting hired?

Did you interview with anybody?

A Yes, Marie Bodman.

Q What was her position at that time?

A President.

Q And she was the president of Breitling USA until when?

A Early 2011.

Q Did you interview with anyone else?

A No.

Q Who hired you?

A Marie Bodman.

Q What position were you originally hired for?

A Training manager.

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CARGIAN

also got the training.

Q And how did you learn about the position?

A I knew Marie as an acquaintance.

Q And how did you know Marie?

A Marie used to be president of ETA, which was part of the Swatch Group, which was not called the Swatch Group then, and I worked for Swatch, so I would run into her in the halls and things like that.

Q How long were you a training manager at Breitling?

A Five or six years.

Q So in 1995, 1996 your position changed?

A It changed -- it changed earlier than that. But, yeah, I was not formally the training manager. Ms. Sommer, Ann Sommer, took over as the training manager.

Q What did you mean by your position changed before that?

A I became the training manager in 1990. Around 1992, I also started being a rep, so I had two jobs. A sales rep.

Q And you stopped being the training

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CARGIAN

manager in '95, '96?

A Yes.

Q And you continued as a sale rep until your employment with Breitling ended on December 31, 2013?

A Yes.

Q Do you know who made the decision to give you the sales rep position back in 1992?

A Marie Bodman and Thedy Schneider.

Q How was Thedy Schneider involved?

A The company was very small at that point, so he was involved in most of the decision making.

Q Who informed you that you would be doing sales rep work in 1992?

A Marie Bodman informed me.

Q Was this something that you sought, to become a sales rep?

MS. GOODMAN: Objection to form.

A I loved working at Breitling, so I wanted to do -- to move up and to do whatever I could; so not specifically sought, but was happy to take on the added responsibility.

Q Did you view becoming a sales rep as a

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CARGIAN

from 1995, '96, when you became a sales rep,
until she left in 2011?

A With Thierry Prissert, starting in
2011.

Q Well, let me --

A Okay.

Q -- let me -- from 1995, '96, when you
became solely a sales rep, until December 31,
2010, did you report directly to Ms. Bodman?

A Yes.

Q Starting on January 1, 2011 --

A Yes.

Q -- you were reporting to Ms. Bodman and
Ms. Prissert at that time -- Mr. Prissert?

A Mr. Prissert, yes.

Q My apologies. Mr. Prissert.

A Yes.

Q And when did you stop reporting to
Ms. Bodman?

A April -- well, I don't...

April 2011.

Q And starting in, sometime in
April 2011, until your employment ended, who did
you report directly to?

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CARGIAN

A Mr. Chuck Anderson was the national sales manager, so he was the first person, and then Mr. Prissert.

Q When did you start reporting directly to Mr. Anderson?

A Ah... well, he took -- I don't -- sometime in 2011. I can't recall exactly.

Q And from 2011 until your employment terminated, you reported directly to Mr. Anderson, and then -- and Mr. Anderson reported directly to Mr. Prissert?

A I reported directly to both of them, depending on what the instance was.

Q Just to make sure I understand it, and I'm just going to truncate some of these years, so 2000 through 2010, you're reporting to Ms. Bodman, correct?

A Yes. And we -- I --

Q I know there's stuff before that.

A Yes. And we had a vice president, also, so it just depends on what. But for sales, yes, Ms. Bodman.

Q What do you mean by you had a vice president so there were other things?

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CARGIAN

Q Was it before Mr. Prissert joined Breitling?

A Yes.

Q When you were working as a sales rep, what were your job duties?

A I'm sorry, can you repeat that?

MS. GOODMAN: Objection to form.

Q When you were working as a sales rep for Breitling, what were your job duties?

MS. GOODMAN: Objection to form.

A I was responsible for sales goals, selling to retailers, making sure the stores looked well, working with the display department, implementing marketing and advertising programs, training on a smaller level, um... analysis, sell-through information, product introductions.

Q Would it be fair to say that one of your main job duties and responsibilities when you were a sales rep at Breitling was to increase sales of Breitling products?

A Yes.

Q And would it be fair to say that was the most important job duty and responsibility?

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CARGIAN

MS. GOODMAN: Objection to form.

A One of the most important.

Q Starting in approximately 2013 through the end of your employment, can you describe your daily schedule?

MS. GOODMAN: Objection to form.

A I --

MR. GRINDLINGER: Let me withdraw that question.

THE WITNESS: Okay.

Q When you first became solely a sales rep --

A Yes.

Q -- what did you do on a day-to-day basis?

A I would travel throughout my region, servicing my accounts, making sure they had the correct product, making sure it was displayed properly; making sure that the staff understood Breitling history; explained about the new product; wrote orders; um, did returns; interceded in problems, like repair problems that were not resolved; traveled, you know, by car, extensively. Um...

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CARGIAN

Q Did that change at any point in time while you were a sales rep at Breitling?

A There was slight changes, procedures that would change year to year that were implemented that you would follow, but the bulk of it was the same.

Q And the bulk of it was the same until your employment with Breitling terminated in December of 2013?

A Yes.

Q When you started as -- solely as a sales rep, what was your territory?

A It was Maine down to Virginia.

Q Just because that can -- depending on how you divide things, that can be a little confusing, so we'll just go by what I believe is state by state in that region.

So you covered all of Maine?

A Yes.

Q All of New Hampshire?

A Yes.

Q All of Vermont?

A Yes.

Q All of Massachusetts?

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A Yes.

Q The District of Columbia?

A Yes.

Q And all of Virginia?

A All of Virginia.

Q And that was your territory from 1995 through '96ish?

A Um-hmm. Yes.

Q Until when?

A I don't know exactly. Until... until... '99, as far as I can recollect.

Q What happened in '99?

A Ms. Sommer was promoted to a sales rep.

Q And when Ms. Sommer was promoted to sales rep, was part of your territory given to Ms. Sommer?

A Yes.

Q And that was done by Ms. Bodman?

A Ah... yes... Yes, yes.

Q And what part of your territory was given to Ms. Sommer?

A New England.

Q And by "New England," you mean Maine, New Hampshire, Vermont, Massachusetts,

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CARGIAN

Pennsylvania, Maryland, Delaware, D.C., and Virginia?

A Yeah, I don't know if it was exactly '99 or if it was 2000, but yes.

Q Approximately 1999?

A Yes.

Q And approximately how long did you have that territory?

A I had that territory till -- from what I can recollect, 2007, maybe.

Q What happened in 2007?

A Or 2008. No, 2007.

Oh, Marie hired Chuck Anderson.

Q Okay. And what happened with respect to your territory as a result of Ms. Bodman hiring Mr. Anderson?

A Yes, he took Delaware south and picked up some of Josh Haley's accounts in the southern East Coast.

Q So Mr. Anderson was given Delaware?

A Um-hmm. Yes.

Q Maryland?

A Yes.

Q D.C.?

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CARGIAN

said "2007ish."

Q 2007, 2008, you had Pennsylvania, New York --

A Right.

Q -- and south Jersey?

A Right.

Q Did your territory ever change after that?

A Yes, in 2011.

Q In 2011, how did your territory change?

A I was added back in Delaware, Maryland, Washington D.C., and northern Maryland -- I'm sorry, northern Virginia.

Q And who made that decision?

A Um...

MS. GOODMAN: Objection to form.

Q To your knowledge.

A Marie Bodman.

Q Are you sure that it was Marie Bodman?

MS. GOODMAN: Objection to form.

A Ah... I would think, yes.

Q So starting in 2011, you now have New York, south Jersey, Pennsylvania, Delaware, Maryland, D.C., and northern Virginia, correct?

1 CARGIAN

2 MS. GOODMAN: Objection to form.

3 This is...

4 A Um... where we had to share another...

5 Not that I recollect, no.

6 Q So when you went, that one time you
7 went to the air show in Switzerland in -- pardon
8 me, I'm sure I'm going to butcher this name --
9 Buochs?

10 A "Bwaux," yes.

11 Q "Bwaux"?

12 A Yes.

13 Q Okay.

14 -- in Buochs, I assume you had to stay
15 in a hotel when you were there?

16 A Yes.

17 Q Did you share a room with anyone?

18 A No.

19 Q Can you describe your relationship with
20 Ms. Sommer?

21 MS. GOODMAN: Objection to form.

22 A She's a good friend.

23 Q Have you been friends since she joined
24 the company?

25 A Yes.

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CARGIAN

Q Have you been good friends since she joined the company?

A Shortly after, yes.

Q Do you socialize with Ms. Sommer outside of work?

A Yes.

Q Have you been to each other's homes?

A Yes.

Q Would you consider Ms. Sommer your closest friend at Breitling?

A Ah... yes.

Q Do you consider Ms. Sommer a close friend of yours?

A Yes.

Q Do you still keep in touch with Ms. Sommer?

A Yes.

Q How often do you speak with Ms. Sommer?

A Once a week.

Q And how long have you been speaking with Ms. Sommer once per week?

MS. GOODMAN: Objection to form.

Before or after he left Breitling?

Q Let's take it from the year that you

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CARGIAN

(One-page e-mail of March 15, 2001,
Bates stamped 0000406, was marked
Exhibit B-5 for identification.)

Q I've handed to you an e-mail that's
been marked as B-5 and has the Bates stamp at
the bottom of 406, and this e-mail was produced
by your attorney. Do you recognize this
document?

A Yes. Yes, I do.

Q And what is it?

A It's an e-mail to -- I just need one
more second just to read. I'm sorry.

(Pause)

Okay. I'm sorry, what was the
question?

Q Do you recognize this document?

A Yes.

Q And what is this document?

A It's a document that I wrote to Monika
Pieren at Breitling Switzerland.

Q And who is Monika Pieren?

A I don't know her exact title, but she's
the head of all events. Not necessarily
marketing events, but meeting events.

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CARGIAN

either you to us or we gave to you.

MR. GRINDLINGER: Or are privileged
or work product?

MS. GOODMAN: Or are privileged or
work product.

MR. GRINDLINGER: Is there anything
else?

MS. GOODMAN: No. Thank you.

EXAMINATION CONTINUED

BY MR. GRINDLINGER:

Q All right. I just want to remind you,
Mr. Cargian, you are still under oath.

A Yes.

Q We have just came back from a lunch
break.

Other than your attorney, did you speak
to anyone during the lunch break about your
deposition or the substance of your testimony
today?

A No.

Q During your time when you were employed
by Breitling, did you ever receive any negative
feedback from anyone about your performance?

A Yes.

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CARGIAN

Q From whom?

A Mr. Prissert, Mr. Anderson, and
Ms. Bodman.

Q What negative feedback did you receive
from Ms. Bodman?

A She had said -- she had questioned my
schedule, and -- mostly about my schedule, is
what she would write about.

Q Was this more than once?

A 21 years, yes.

Q How often?

A Oh, um, I can't recollect. I don't
know how many times it would be.

Q Was it numerous times during the course
of your employment with Breitling when she was
still at Breitling?

MS. GOODMAN: Objection to form.

A Ah, not numerous times, but some time
would go on quite a bit without it and, you
know, she might mention something. I can't
recollect exactly.

Q Was it in writing or oral?

A Writing.

Q In an e-mail? In a memo? How was it?

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CARGIAN

A E-mail.

Q Has Breitling been using e-mail throughout -- or, when you were employed with Breitling, throughout your employment with Breitling, did Breitling use e-mail?

A Not in the early years, no, they didn't.

Q So do you recall when they began using e-mail?

A In the late '90s.

Q After you had become a sales rep?

A Yes.

Q Or I should say, after you had become only a sales rep as opposed to having that dual job --

A Yes.

Q -- before you became a sales rep solely.

A Yes.

Q Okay.

A Yes.

Q Other than questioning your schedule, did Ms. Bodman give you any other negative feedback?

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CARGIAN

A Um... maybe trying to get a certain account's numbers up and asking why that specific account wasn't doing better.

Q And was this oral or in writing?

A Writing. And some oral on those accounts, right.

Q Any other way that Ms. Bodman gave you negative feedback about your performance?

A Not that I can recollect, no.

Q And do you recall when Ms. Bodman told you -- gave you negative feedback concerning getting your accounts up and your accounts should be doing better?

MS. GOODMAN: Objection --

Q Do you recall when she said that --

MS. GOODMAN: Objection to form.

Q -- or wrote that to you?

A I don't know the -- I can't recollect those dates.

Q How did Mr. Anderson, what negative feedback did he give you?

A He had questioned my schedule, how many visits I had, and also was concerned when he did write about certain accounts that were not

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CARGIAN

performing.

Q So he criticized your performance in the same way Ms. Bodman did?

MS. GOODMAN: Objection to form.

A Not the exact same way, no, but similar topics.

Q So the negative feedback that Ms. Bodman provided -- that Mr. Anderson provided was along the same issues that Ms. Bodman provided?

A Ah, no.

Q What was different?

A They were different stores, different times, different, you know, economic climates, so it was completely different.

Q But they both gave you negative feedback about your schedule and getting your accounts up?

MS. GOODMAN: Objection to form.

A Occasionally, yes.

Q Any other way that Mr. Anderson provided negative feedback to you? Or, any other negative feedback that Mr. Anderson provided to you?

1 CARGIAN

2 MS. GOODMAN: Which question are
3 you asking, the first or the second
4 one?

5 MR. GRINDLINGER: The second one.

6 A No.

7 Q And how did Mr. Anderson provide that
8 feedback to you, was it oral or written?

9 A Written, e-mails.

10 Q E-mails.

11 And you also mentioned Mr. Prissert?

12 A Yes.

13 Q What negative feedback did Mr. Prissert
14 give to you?

15 A Again, about the numbers per account,
16 certain accounts that were not performing. And
17 my schedule, he questioned the times.

18 Q Anything else?

19 A Um... as far as work related? In, is
20 it just work-related stuff?

21 Q Any negative feedback that Mr. Prissert
22 provided to you.

23 A There was an occurrence in Reno, so he
24 had written some -- he had a lot written
25 regarding that. And then that's it.

1 CARGIAN

2 Q Did anyone ever tell you that your
3 performance was lacking?

4 MS. GOODMAN: Objection to form.

5 Using those exact words or...

6 A Yeah, I don't --

7 MS. GOODMAN: Objection.

8 A -- recollect that.

9 Q Did anyone ever ask you to do more
10 sales visits?

11 A Yes.

12 Q Who?

13 A Mr. Anderson. Mr. Prissert.

14 Q Ms. Bodman never said that?

15 A No.

16 Q When Ms. Bodman would question your
17 schedule, what was she questioning?

18 A Maybe some dates that I hadn't filled
19 out on my schedule, where I had been, why it
20 rolled out the way it did.

21 Q So Mr. Anderson -- but Mr. Anderson
22 asked you to do more sales visits?

23 A Yes, he asked. Yes.

24 Q And do you recall when he asked you to
25 do that?

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CARGIAN

Q Did he ask you to make more sales visits on more than one occasion?

A I can't recall.

Q When you were -- during the time that you were solely a sales representative at Breitling, did anyone point out to you that your sales numbers were low?

A You'll have to repeat that again. I'm sorry.

Q During the time that you were solely a sales representative at Breitling, did anyone tell you that your sales numbers were low?

MS. GOODMAN: Objection to form.

A Um, yes.

Q Who?

A Mrs. Bodman, Mr. Prissert, and Mr. Anderson.

Q When did Ms. Bodman tell you that your sales numbers were low?

A I don't remember. I don't know.

Q Do you recall if it was on more than one occasion?

A No, I can't recall.

Q Do you recall if it was oral or in

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CARGIAN

where else I can get anymore time to see anymore stores.

Q Did you ever recall attending a sales meeting in Georgia?

A Yes.

Q In what year was that sales meeting?

MS. GOODMAN: Objection to form.

Have we established there's only one sales meeting in Georgia, or do you want to set a time on this?

Q Do you recall attending a sales meeting in Georgia with all other Breitling USA sales reps?

A Yes.

MS. GOODMAN: Objection to form.

Q How many times do you recall attending a meeting in Georgia with all other sales reps, Breitling sales reps?

A Once.

Q And when was that?

A That was...

I'm not sure which year it was.

Um, 2012, from what I recollect.

Q And do you recall anything that you

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CARGIAN

said during that sales meeting?

A I talked a lot during the meeting. We all did.

Q Do you recall saying that you were only going to work till 5 o'clock?

A Yes. I actually changed it to 6 o'clock, but, yes, I do remember saying that.

Q In front of all the other sales reps?

A Yes, because I had just been given my budget, and mine was 4 percent more than everybody else's sitting at the table --

Q That's not what I asked.

MS. GOODMAN: Well, that's not what --

Q I asked the question if you recall -- I asked the question if you recall --

MS. GOODMAN: Please don't cut him off. I want him to finish his answer. You asked a question -- you ask open-ended questions -- he's entitled to give you an open-ended answer.

MR. GRINDLINGER: That was not --

MS. GOODMAN: Please --

MR. GRINDLINGER: -- an open-ended

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CARGIAN

question.

MS. GOODMAN: Please finish your --
we're not going on until he's allowed
to finish his answer.

MR. GRINDLINGER: We'll go on if I
say we go on; it's my deposition.

MS. GOODMAN: Allow the witness to
finish his answer.

Could you read back the answer that
Mr. Cargian started?

And if you could, Mr. Cargian,
finish your answer. Go ahead.

(The last question and partial
answer were read back by the court
reporter.)

MS. GOODMAN: You may finish your
answer.

A And we were also told we were -- our
comp time was taken away, and one of our
vacation weeks was taken away, so I said it
sarcastically, that I would just work 9:00 to
6:00 instead of 9:00 to 10:00, as usual.

Q And so my question was, You did say
that in front of all the other sales reps,

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CARGIAN

correct?

A Yes.

Q You can give that back.

MR. GRINDLINGER: Mark this B-7.

(Two-page e-mail chain, Bates stamped Breitling_610 and 611, was marked Exhibit B-7 for identification.)

Q The document in front of you has been marked as B-7.

A Yes.

Q It's a two-page e-mail chain. Do you recognize the e-mail from you -- excuse me, from Mr. Prissert to you from June 4, 2013 at 9:27 a.m.?

A Yes.

Q Do you recall receiving this e-mail?

A Yes.

Q And this e-mail says -- that e-mail says, "...I am concerned in the trend of your numbers"?

MS. GOODMAN: Objection to form.

A I'm sorry, the question was what?

Q The second line --

A Yes.

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CARGIAN

Please refrain from speaking
objections. You know the rules.

A Okay. Again?

Q Is it, in this e-mail, Mr. Prissert is
telling you that he believes you used the word
"fuck" and were yelling at him in front of
guesses and colleagues?

A He believed that, yes.

Q Did you lose your temper that day?

A Yes.

Q And did you raise your voice?

A Hmm... I don't recall.

Q So it's possible you did raise your
voice?

MS. GOODMAN: Objection to form.

A I don't think I did, no.

Q Do you think it's appropriate to raise
your voice to the president of the company?

MS. GOODMAN: Objection to form.

A No.

Q Do you think your behavior was
appropriate that day?

MS. GOODMAN: Objection to form.

A Ah...

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CARGIAN

a curse word in front of your colleagues?

A Yes, as many -- we always did, amongst ourselves.

Q Do you think it was appropriate to use a curse word in front of guests?

A No, and I didn't.

Q Do you think it's appropriate to raise your voice to the president of the company?

A If I was blatantly being taken advantage of, yes.

Q Do you think it's appropriate to raise your voice to the president of the company in front of guests?

A No, and I never have.

Q Do you consider --

MS. GOODMAN: We're not -- there was no question pending.

MR. GRINDLINGER: Oh, and I'm not saying there was.

Just off the record.

(An off-the-record conversation was held.)

Q Would it be fair to characterize this e-mail as a written warning?

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CARGIAN

MS. GOODMAN: Objection.

A Um... as it says, yes.

MR. GRINDLINGER: Please mark this
as B-11.

(One-page e-mail chain, Bates
stamped Breitling_600, was marked
Exhibit B-11 for identification.)

Q The document in front of you is marked
B-11. Have you ever seen this document before?

A Yes, I have.

Q Is this an e-mail that Mr. Prissert
wrote to you?

A Ah, yes.

MS. GOODMAN: Objection.

THE WITNESS: Sorry.

MR. GRINDLINGER: Your objection is
noted.

A Yes.

Q And it's an e-mail from Mr. Prissert to
you from April 2012 at 9:07 p.m.?

A Yes.

Q And in this e-mail Mr. Prissert is
questioning giving cash envelopes to several
Breitling employees?

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CARGIAN

and then they included the sports staff in their process.

Q But you all had to complete a --

A Yes.

Q -- form, once it started?

A Yes.

MR. GRINDLINGER: I'd like this marked as B-12.

(One-page document titled "2012 Breitling USA, Inc., 2012 - Personnel Evaluation Form," Bates stamped Breitling_604, was marked Exhibit B-12 for identification.)

Q In front of you is a document marked B-12. Do you recognize this document?

A Yes. I was the one who put this system in effect.

Q Is this your 2012 self-evaluation?

A Yes, it looks like it. Yes.

Q And you filled this out?

A Yes.

Q If it says "2012," was this completed for year-end 2011 or was it completed for year end --

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CARGIAN

MR. GRINDLINGER: Well, let me withdraw that question.

Q When would you fill out these self-evaluations?

A We would do them in January for the year prior to, so I don't know which one this one is for.

Q So you don't know whether this is for January in 2012 or January 2013?

A No, no date on it.

Q If I showed you to the bottom left --

A Yes.

Q -- it says, "Date, 12/3/2012" --

A Oh, okay. Yes.

Q -- would that refresh your recollection?

A Oh, yes. I'm sorry, yes. So I filled it -- so it was -- okay.

Q So this was for calendar year 2012?

A Correct.

Q This evaluation?

A Yes.

Q And you gave yourself -- there was a rating system from 1 to 5?

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CARGIAN

A Yes. It's along the top there, the criteria.

Q And 5 being the best, and 1 being the worst?

A Yes, superior to excellent.

Q And you gave yours a 5 in every category?

A Yes.

Q Do you see -- I'll draw your attention to the section titled "Other Remarks."

A Yes.

Q Do you see the second question, "Would she/he be better in another position?"

A Yes.

Q And did you write in, "Yes, president"?

A Yes.

Q Do you think that would be an appropriate to thing to write in --

A Yes.

Q -- on a self-evaluation?

A Yes.

Q Why do you think that's appropriate?

A Because these -- other than the first year that they came out, which was many years

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CARGIAN

"Breitling Performance Review" for Fred Cargian, Bates stamped Breitling_589, was marked Exhibit B-14 for identification.)

Q What's been marked as document B-14, Bates stamped Breitling_589, do you recognize this document?

A Yes, it looks like my review. Yes.

Q Is this your review for year-end 2011?

A Yes.

Q And you received this review, correct?

A Yes.

Q And that's your signature on the bottom left-hand side?

A Yes.

Q And whose signature is -- who signed on behalf of Breitling USA?

A I think that's Sèbastien Amstutz. I'm not 100 percent.

Q And do you know whose handwriting is in this document, other than your signature and Mr. Amstutz's signature?

A No. Maybe Mr. Amstutz. I don't know.

Q In 2011, every year, you were given a

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CARGIAN

Q That you can read. And we established that you could not read the last sentence of the goals.

MS. GOODMAN: Well, he --

A Right. I did point out I didn't agree with --

Q Yes.

A -- plan -- okay. Yes, then.

Q You can return that.

MR. GRINDLINGER: And let's do B-15.

(One-page document titled "Breitling Performance Review" for Fred Cargian, Bates stamped Breitling_591, was marked Exhibit B-15 for identification.)

Q Marked in front of you is B-15 with the Bates stamp Breitling_591. Do you recognize this document?

A Yes.

Q And this is your performance review for year ending 2012?

A Yes.

Q And that is your signature on the

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CARGIAN

bottom left?

A Yes.

Q And to the right of your signature, you believe that is Sèbastien Amstutz's signature?

A Yes.

Q Would you agree that it says in Section 1 sales were down in 2012?

A Yes.

Q Is that true?

A I --

MS. GOODMAN: Objection to form.

Q Were your sales down in 2012?

MS. GOODMAN: Down from what?

A I don't know, unless I had some record of my numbers. I don't know off the top of my head.

Q To your recollection, did you achieve your goals for 2012, your sales goals for 2012?

A I don't recollect at this minute.

Q Were your sales lower in 2012 than they were in 2011, to the best of your recollection?

A I don't recollect.

Q In the areas of improvement, is there any of those areas that you cannot -- in that

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CARGIAN

MR. GRINDLINGER: Withdraw that.

Q Do you have any reason to believe that the figures set forth in the chart that's on -- that is set forth in B-18 is inaccurate?

A Again, the numbers that I was presented in discovery and my numbers were different, so I have no idea if these are correct or not.

Q You don't know if they're correct or incorrect?

MS. GOODMAN: Objection to form.

Go ahead.

A No, I do not. Neither.

MR. GRINDLINGER: Mark this as B-19.

Q You can return 18.

A Okay.

(One-page Excel spreadsheet containing individual sales representative sales totals, Bates stamped Confidential Breitling_633, was marked Exhibit B-19 for identification.)

Q The document marked B-19, which appears to be a series of charts, have you ever seen

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CARGIAN

this document before?

A Yes, I have.

Q When did you see this document?

A In discovery.

Q Have you seen it before, while you were an employee at Breitling?

A Not...

Q Do you have any reason --

A Not this year, no, because I left before the end of the year.

Q I'm sorry, you --

MR. GRINDLINGER: What did he just say, the very end of it?

(The last answer was read back by the court reporter.)

Q Do you have any reason to believe that the numbers and figures set forth in these charts are inaccurate?

A I think these are accurate.

Q And why do you believe these are accurate but the figures in B-17 and B-18 may not be accurate?

A I had never seen those. This I had seen in discovery (indicating), and this is the

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CARGIAN

A -- but she may have had others, but I don't remember.

Q And in 2010, to your knowledge, who set your sales goals?

A Ms. Bodman and Mr. Anderson.

Q 2011, who set your sales goals?

A Marie Bodman and Mr. Prissert.

Q 2012, who set your sales goals?

A Mr. Prissert and Mr. Anderson.

Q 2013, who set your sales goals?

A Mr. Prissert and Mr. Anderson.

Q How were your sales goals communicated to you?

MS. GOODMAN: Objection to form.

A They were -- it was a process. We would come up with goals of our own, and they would come up with goals of theirs. We would meet, and they would have the final say, say whatever numbers that were the numbers that they wanted, so...

Q And when was that established? In what part of the year?

MS. GOODMAN: Objection to form.

A In January.

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CARGIAN

Q When you were an employee at Breitling, were you given an employment agreement every year?

A Yes.

Q And then, when were you given -- at what time of the year were you given that employment agreement?

A In one year, we didn't get it, all the way until July, but it typically would be the first quarter.

Q And were your sales goals set forth in that employment agreement?

A Yes.

MR. GRINDLINGER: I would like this marked as Exhibit 20.

(Three-page document containing sales information by representative, Bates stamped 0000242 through 0000244, was marked Exhibit B-20 for identification.)

Q Marked as a three-page document, what's been marked as B-20, Bates stamped 242 through 244, do you recognize this document?

A Yes.

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CARGIAN

Q Placed before you is a document marked B-21, which is Bates stamped 293 through 297.

MS. GOODMAN: I'm sorry, what number is this? Oh, B-21.

THE WITNESS: 21.

MS. GOODMAN: Sorry, sorry.

Q This is Bates stamped 293 through 297. Do you recognize this document?

MS. GOODMAN: Again, I have to object, because it's not one document, so if you can put it in the plural.

Q Do you recognize these -- the pages 293 through 297 are charts, correct?

A Yes.

Q Do you recognize these charts?

A They look like the ones that they supplied us, yes.

Q And do you have any reason to believe that the figures contained in these charts are inaccurate?

A I don't know. I don't remember having a blank year-to-date on the ones that I had, so I don't know if these are exactly the same. It's the ones that I had record of. This is a

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CARGIAN

different year in the back.

These are the same, right? I don't know.

Q You produced these documents.

A Oh, okay.

Q Are these some of the backup documents that you used to create the chart that was B-20?

A I don't know if I used these specific sheets. These were updated quite a bit, quite a few times, and I don't know if I used it.

Q Do you know who created these documents?

A Mr. Anderson and Ms. McDonald.

Q Do you know why sometimes the percentage -- on the first page --

A Yes.

MS. GOODMAN: That's on 293?

MR. GRINDLINGER: Yes.

A Okay.

Q They appear to be sales by month, comparing the month, 2011, versus the month, 2012.

A Yes.

Q There's four columns. Is that right,

1 CARGIAN

2 Q Yes.

3 A With all of them?

4 Q Yes, all of them.

5 A Oh, okay.

6 Q So let's turn back to your sales goals.

7 And I think you just described the process: You

8 would come up with figures; the company would

9 come up with figures; you would meet; and

10 whatever the company determined the sales goals

11 were, were the sales goals for that year. Is

12 that a fairly accurate --

13 A Yes.

14 Q -- description?

15 Is there anything that I said that was

16 inaccurate in that description?

17 MS. GOODMAN: Can you read that

18 back? And then also what Mr. Cargian

19 said.

20 (The requested portion of the

21 record was read back by the court

22 reporter.)

23 A No.

24 Q When you would meet with the company to

25 come up with the final sales goals each year,

1 CARGIAN
2 who were you meeting with in 2013?
3 A Mr. Anderson and Mr. Prissert.
4 Q In 2012?
5 A Mr. Anderson, Mr. Prissert.
6 Q 2011?
7 A Mrs. Bodman, Mr. Prissert.
8 Q 2010?
9 A And Mr. Anderson, in 2011.
10 Q Oh, I'm sorry.
11 A Okay.
12 Q 2010?
13 A Ms. Bodman, Mr. Anderson.
14 Q And 2009?
15 A Ms. Bodman...
16 Ms. Bodman is all I can recollect.
17 Q And all these meetings were in person,
18 some were by telephone?
19 A A mixture of both.
20 Q Was there someone always present with
21 you?
22 MR. GRINDLINGER: Let me withdraw
23 that question.
24 Q What do you mean by, "A mixture of
25 both"?

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CARGIAN

A Just that he was going to lower the sales goals in general.

Q But he didn't specifically tell you he was lowering it for everybody?

A Oh, no, he did. He did verbally. Let's say this was in July, so maybe the midyear meeting. I don't exactly remember when.

Q And when did Mr. Anderson tell you?

A The same day.

MR. GRINDLINGER: Mark this as B-24.

THE WITNESS: Done with this?

MR. GRINDLINGER: Yes.

(Two-page e-mail of 9/11/13, Bates stamped Breitling_8772 and 8773, was marked Exhibit B-24 for identification.)

Q Placed before you is a document marked B-24. Have you ever seen this e-mail before?

A I don't remember it, but it looks like I received it.

Q There's an e-mail from Mr. Prissert to you dated September 11, 2013.

A Yes.

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CARGIAN

Q And in this e-mail, he's lowering your 2013 sales goals?

A Yes. Again, he did the whole company's.

Q But you didn't believe your 2013 sales goals were set unfairly high?

A No, I said I would have to look back at those numbers. I said I didn't know.

Q In this e-mail, Mr. Prissert says he's wishing you to succeed?

A Yes.

Q Did you believe him?

A Well, yes, because his salary is based on how well we do, so I would think he would want me to.

Q So he would want you to achieve your sales goals?

A Ah, well... I... I don't know. I don't think he really would, because he was, that year, constantly treating me different than all the straight guys that worked at the company, so I don't know. Maybe at that instance he did, but I don't think overall he did.

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CARGIAN

MS. GOODMAN: Objection to form.

MR. GRINDLINGER: Withdraw the question.

THE WITNESS: Okay.

Q Is there any other way that Mr. Anderson discriminated against you, whether based on sexual orientation, gender, or age?

A Again, just, I wasn't part of the macho boys' club that was set up amongst the straight males. And I was definitely on the outside and regarded as one of the girls, so.

Q And how did he treat you differently because of that?

A Oh, you know, ignored me when the men were around. You know, I was definitely persona non grata.

And, you know, also at social events, if we were just working at social events he would hang around with them more, and more of their clients, so therefore they would get better representation, where my clients would be with me and somewhat ignored. You know, so...

Q You mentioned that Mr. Anderson told jokes about your age?

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CARGIAN

A Yes.

Q What jokes did he tell?

A You know, Oh, you're so old, you wouldn't remember that -- you probably didn't remember that. You know, I don't remember all the jokes, but...

Q You're so old you probably wouldn't remember that?

A No, no. No, he said, You're so old, you probably can't remember that.

Q When did he tell this joke?

A It was in -- it was in Vegas, the Las Vegas show.

Q What year?

A I don't recall.

Q Any other jokes that he told about your age?

A No.

Q It's all that one joke?

A That's all I can recall. I can't recall anything else.

Q Mr. Prissert?

A Yes.

Q How did he treat you differently

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CARGIAN

MS. GOODMAN: Object to the form.

A In what page -- we're looking at that
1.5?

Q We're looking at Breitling page -- it's
the Bates stamp that says "Breitling_777."

A Oh, okay.

Q Makes it easier.

Do you see the non-harassment policy?

A I do. I'm reading it over here.

Yes.

Q Did you ever complain to anyone at
Breitling that you were being harassed or
treated differently because of your age, sexual
orientation, or gender?

A No, because it would go right back to
the person that harassed me, so there was no
complaint process.

Q But you never made a complaint to human
resources, did you?

A No.

Q You can give that back.

A Surely.

Q Did Mr. Schneider Sr. --

A Yes.

1 CARGIAN

2 Q Did Mr. Anderson ever make any comments
3 about your sexual orientation?

4 A Yes.

5 Q What comments did he make about your
6 sexual orientation?

7 A He would say, if we were talking about
8 something and I didn't get it right, whatever we
9 happened to be talking about, whether it was
10 numbers or something we ate at dinner, or
11 whatever, he was like, Oh, because you're gay
12 you didn't get that, so...

13 Q How many times did he make that
14 comment?

15 A Not many.

16 Q Do you recall when he made that
17 comment?

18 A No.

19 Q Do you recall who was present when he
20 made that comment?

21 A There was other people there, but I
22 don't recall who was there.

23 Q Any other comments about your sexual
24 orientation?

25 A No.

1 CARGIAN

2 Q Any comments about your gender by
3 Mr. Anderson?

4 A He did say that I was one of the girls.

5 Q When did Mr. Anderson say that you were
6 one of the girls?

7 A It was in Vegas, but I don't recall the
8 year.

9 Q Was anyone present when he made that
10 comment?

11 A From what I remember, there was
12 somebody. I don't know who it was, though, or
13 how many.

14 Q Any other comments by Mr. Anderson?

15 A No.

16 Q About your gender?

17 A No.

18 Q Did Mr. Prissert ever make a comment
19 about your age?

20 A No.

21 Q Did Mr. Prissert ever make a comment
22 about your sexual orientation?

23 A No.

24 Q Did Mr. Prissert ever make a comment
25 about your gender?

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CARGIAN

A He -- well, he called me "darling" one time at dinner, which I was a little shocked at, like I was one of the girls.

Q Other than that one comment about calling you "darling," any other comments about your gender?

A No.

Q When was that comment made?

A I don't know what year it was. I know who was there, but I don't know. It was a restaurant in New York City.

Q Who else was there?

A Ms. Haddad and Mr. Anderson.

Q Have you explained to me all the ways that Mr. Prissert allegedly discriminated against you?

A Yes.

MR. GRINDLINGER: I would like this marked as B-27.

(Complaint was marked Exhibit B-27 for identification.)

Q Do you recognize this document?

A Yes.

Q What is it?

A-129

EXHIBIT E

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----X
3 FREDERICK M. CARGIAN,
4 Plaintiff,
5 -against-
6 BREITLING USA, INC.,
7 Defendant.
8 Civil Action No. 15-cv-01084
-----X
9

10 233 Broadway
11 New York, New York
12 January 6, 2016
13 9:59 a.m.

14 DEPOSITION of THIERRY PRISSERT, taken
15 before Alexis Perez Jenio, a Shorthand Reporter
16 and Notary Public of the State of New York.

17
18
19
20
21
22
23 ELLEN GRAUER COURT REPORTING CO. LLC
24 126 East 56th Street, Fifth Floor
25 New York, New York 10022
212-750-6434
REF: 111262

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PRISSERT

Q Happy birthday.

And where were you born?

A Happy birthday. Ha.

I was born in Paris, France.

Q Are you a citizen of the United States?

A No, I'm a permanent resident.

Q Is that a green card?

A Yes.

Q When were you first hired by Breitling
USA?

A September 2010.

Q And before you were hired by Breitling,
did you have any association with Breitling SA
or any one of its subsidiaries?

A No.

Q Can you just give me a brief history of
your employment prior to being hired by
Breitling?

A Certainly.

I worked for 11 years for a sportswear
line named --

THE WITNESS: Ready to spell it?

A -- V-I-L-E-B-R-E-Q-U-I-N, Vilebrequin,
a swimwear and sportswear line from France that

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PRISSERT

previously, the term was on the letter.

Q And that went directly to you, not through the headhunter?

A Directly to me.

Q Prior to taking it on, when you first took on the --

MS. GOODMAN: I'll withdraw that.

Q Did you say yes to the offer or was there a negotiation about the terms?

A We had a few points to discuss and then I accepted the offer.

Q What were the points to discuss?

A Um... the employment starting date and the -- some terms about the tryout period.

Q You had a tryout period?

A Yeah.

Q How long was that?

A If I recall correctly, it's three months. It might have been six. I'm not so sure.

Q When you took on the position, either just before accepting it or upon assuming the position, did you and Ms. Bodman go over the staffing of the company in the United States?

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PRISSERT

Q Well, you're --

A About the economy then or the economy now, we can debate hours about this. I don't agree with your statement, that we were coming out of the recession.

Q Was it still in recession?

A My interpretation is the economy has been in a recession for many years.

Q Okay. So you feel is that there's still a recession, which is why Breitling is having problems now?

A No --

MR. SINGER: Objection -- objection to the form. You can answer.

A No, that's not what I think at all.

Q The job you were hired for was president of Breitling USA, correct?

A Yes.

Q And what are the job duties as president of Breitling USA?

A To manage and grow the brand in the US.

Q And you oversee how many employees?

A I'm responsible for the all organization.

10:46:21 1

PRISSERT

10:46:23 2

these problems with Mr. Lambert, who -- Rick

10:46:27 3

Lambert?

10:46:27 4

A She might have -- no, not Mr. Lambert

10:46:30 5

in particular, no.

10:46:32 6

She showed me the performance of the

10:46:33 7

team, with Chuck Anderson, the sales director.

10:46:40 8

No, she didn't mention any -- you used

10:46:45 9

an interesting word, but she didn't mention

10:46:49 10

any -- I don't know what you exactly said, but

10:46:52 11

she didn't point out anyone in particular.

10:47:02 12

Q When you first came on as president

10:47:07 13

in 2010, or late 2010, and then started working

10:47:11 14

in 2011 --

10:47:13 15

A Um-hmm.

10:47:13 16

Q -- did you meet individually with the

10:47:16 17

various salespeople to, you know, say, Okay,

10:47:20 18

here I am; this is the way I operate?

10:47:23 19

A I was introduced to the team in Reno in

10:47:27 20

September 2010, when I started with the company.

10:47:30 21

Marie Bodman introduced me to the team.

10:47:34 22

Then Marie Bodman stayed at the helm of

10:47:38 23

the company for many more months, so we were

10:47:41 24

both at the office together.

10:47:42 25

And then, in January 2011, during the

10:47:42 1

PRISSERT

10:47:45 2

review process and the sales meeting, I sat in

10:47:50 3

meetings with Marie Bodman and the team.

10:47:52 4

Q Okay.

10:47:52 5

A But I didn't start by meeting with

10:47:56 6

anyone the first month I arrived.

10:47:58 7

Q Well, at any point did you make any

10:48:02 8

effort to individually get to know the various

10:48:05 9

sales --

10:48:05 10

A I traveled with all of them.

10:48:07 11

Q When? When was the first time you

10:48:09 12

traveled with all of them?

10:48:11 13

A Probably -- I mean, I don't travel with

10:48:15 14

all of them at the same time. I travel with

10:48:19 15

them one by one.

10:48:20 16

Q Okay.

10:48:21 17

A So I started doing that at the end of

10:48:23 18

the year 2010 with Chuck Anderson and sometimes

10:48:26 19

Marie Bodman, actually.

10:48:27 20

Q Okay.

10:48:27 21

After you traveled with each, did you

10:48:29 22

come back with any impressions about the various

10:48:34 23

salespeople that you had traveled with?

10:48:45 24

A Impression? What do you mean by -- can

10:49:07 25

you rephrase it? I mean, can you repeat your

10:51:57 1 PRISSERT

10:51:59 2 under oath.

10:52:00 3 You're saying that at no time do you

10:52:03 4 guys just talk about, you know, your --

10:52:04 5 A No.

10:52:05 6 Q -- social encounters of --

10:52:05 7 MR. SINGER: Hold on. Let her

10:52:07 8 finish.

10:52:08 9 Q -- of the night before?

10:52:12 10 MR. SINGER: Objection. Objection

10:52:13 11 to the form. You can answer.

10:52:15 12 A No.

10:52:15 13 Q You do know that Mr. Cargian is gay, do

10:52:19 14 you not?

10:52:20 15 A Yes, I know.

10:52:21 16 Q And do you recall the first time you

10:52:23 17 learned that?

10:52:23 18 A I have zero recollection of that.

10:52:54 19 Q Moving on to a different subject, in

10:52:59 20 2013, it was uncovered, was it not, that

10:53:02 21 Mr. Criddle, Brian Criddle, had substantially

10:53:06 22 misrepresented his customer visits and claimed

10:53:09 23 expenses for personal travel, claimed business

10:53:12 24 expenses for personal travel? You're aware of

10:53:15 25 that, are you not?

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PRISSERT

MR. SINGER: Objection to the form.

You can answer.

A Yes.

Q Now, he did such things as on his report he would say he was meeting with or visiting stores in California but the expense report would show that he was actually in Las Vegas. Is that correct?

A I'm not sure that the two cities you're mentioning are the correct ones.

Q But he would say he was in city A visiting customers when in fact the expense report showed city B?

A We realized that, yes.

Q And how did that first come to your attention?

A It was reported to me by Chuck Anderson having a doubt on those exact schedules.

Q And when was that?

A I don't remember the date.

You're right about the year. I don't remember the date.

Q Was it in the spring or summer of 2013?

A I don't remember the date.

10:55:18 1 PRISSSERT

10:55:18 2 Figueroa, dated 8/23/14, Bates stamped

10:55:18 3 Breitling_ 7591, was marked Exhibit

10:55:33 4 Prissert-1 for identification.)

10:55:33 5 Q I'm showing you what's now been marked

10:55:38 6 as Prissert Exhibit 1, and it's a letter to

10:55:46 7 Mr. Criddle from Ms. Figueroa about the misuse

10:55:50 8 of company credit cards and misrepresentations

10:55:53 9 about whereabouts, Breitling 7511. Do you

10:56:00 10 recognize this letter?

10:56:01 11 A I'm sure I've seen it at the time, yes.

10:56:04 12 Q Did you direct that this warning letter

10:56:09 13 be sent out to Mr. Criddle?

10:56:15 14 A What do you mean by "directed"?

10:56:19 15 Q Well, did you -- what don't you

10:56:23 16 understand about that question?

10:56:25 17 A I don't understand what you -- you said

10:56:28 18 "directed." There was an incident. We have an

10:56:32 19 HR department. They come to me, we discuss the

10:56:35 20 matters with the sales director, and then we

10:56:40 21 decide to issue a warning. And he got a warning

10:56:43 22 because his behavior was not correct, so he got

10:56:47 23 a warning.

10:56:48 24 Q Well, were you the one who made the

10:56:51 25 decision that he should get a warning or did

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PRISSERT

somebody else make that decision?

A I make the decision that people get a warning.

Q So you directed it. Is that correct?

MR. SINGER: Objection to the form.

Q Is that correct?

MR. SINGER: Okay. You can answer.

A Yes. Yes.

Q Okay.

Now, it says in this letter -- the warning letter is dated August 23rd, and it says in that, that you met with Mr. Criddle on August 15, 2013. Do you see that?

A There was a conversation, that it says here. It doesn't say "meeting."

Q Okay. So you talked with Mr. Criddle?

A Yeah.

Q You had a phone conversation with him?

A That's what the letter says, so I guess I recall -- yeah, that it was a conversation.

I met with Mr. Criddle in September in Reno following that warning.

Q But before, before the warning was issued, you had a conversation with him,

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PRISSERT

mentioning, so I -- like, I don't recall what happened in August 2013. I assume that -- there's a good chance that's what happened, because that's what the letter says.

Q And are you saying that in the various conversations that were held between -- either individually or together, between you, Amstutz, Anderson, and Criddle, that in those conversations Mr. Criddle continued to not tell the truth about the -- about his reports?

A No.

Q What are you saying?

What did he say in those conversations, August 15, 2013?

MR. SINGER: Objection; asked and answered three times.

You can answer it again.

A Brian Criddle admitted that he lied to us about the scheduling.

Q Okay.

A Therefore, he got a written warning.

Q Okay.

A But whether he admitted it or not, we decided to give a written warning anyway because

11:01:04 1

PRISSERT

11:01:08 2

we realized the facts were not right, so he got

11:01:08 3

a written warning.

11:01:09 4

But I also remember that he admitted to

11:01:12 5

it. And he said he was sorry. And that's it.

11:01:15 6

Q But was that in the August 15th or was

11:01:18 7

that later?

11:01:18 8

A Again, I don't remember the

11:01:21 9

conversation in August 2013. I don't have such

11:01:23 10

memory.

11:01:24 11

Q But prior to the written warning, you

11:01:28 12

had spoken -- you do agree that prior to the

11:01:34 13

written warning you did speak with Mr. Criddle?

11:01:37 14

A That's what the letter says, so I

11:01:39 15

assume it's correct.

11:01:58 16

Q Now, did Mr. Anderson, in your

11:02:07 17

conversations with Mr. Anderson, when he brought

11:02:10 18

to your attention these inconsistencies that he

11:02:14 19

saw that looked like deception, did he tell you

11:02:17 20

that when he first spoke with Brian Criddle,

11:02:20 21

that Mr. Criddle denied that he had --

11:02:23 22

A I don't remember those conversations,

11:02:24 23

madam. I don't remember the conversations.

11:02:26 24

I remember an incident, a discussion,

11:02:29 25

and then a warning, but I don't remember what

11:19:07 1 PRISSERT

11:19:18 2 MS. GOODMAN: That's fine.

11:19:35 3 (A recess was taken.)

11:24:26 4 EXAMINATION CONTINUED

11:24:35 5 BY MS. GOODMAN:

11:24:35 6 Q Ready, Mr. Prissert?

11:24:38 7 A Yes, I am.

11:24:39 8 Q Moving on to a different subject, when

11:24:42 9 is it that you decided to split the northeast

11:24:47 10 territories that were covered by Ms. Sommer and

11:24:51 11 Mr. Cargian?

11:24:52 12 A At the end of the year, toward the end

11:24:53 13 of the year before, just as we split it in

11:24:55 14 January.

11:24:56 15 Q Of what year?

11:25:03 16 A 2013.

11:25:05 17 Q So you decided at the end of 2012. Is

11:25:07 18 that what --

11:25:09 19 A Yes --

11:25:09 20 Q -- you're saying?

11:25:10 21 A -- if I'm -- if I recall right, that's

11:25:12 22 the year, yes.

11:25:13 23 Q Who did you discuss this realignment

11:25:15 24 with?

11:25:15 25 A With my sales director. And at the

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PRISSERT

end, with Sébastien Amstutz.

Q What do you mean by, quote, "at the end"?

A Because I discuss matters about sales with Mr. Amstutz first. He's the sales director.

MR. SINGER: You mean Mr. Anderson?

A Oh, sorry. Mr. Anderson.

Q Okay.

A I rephrase. Mr. Anderson, the sales director.

So the territory concerns the sales department, so I discussed that with the him.

Q And why did you decide to realign that territory?

A You mean to split it.

Q Okay, split it.

A Because the reps were not performing at all at the end of the year of 2012, and I wanted to give them a chance to succeed on a smaller territory in order to be successful because they were not handling the larger territory in the right manner.

Q And the reps that you're referring to

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PRISSERT

are Ms. Sommer and Mr. Cargian?

A Yes.

Q And you claim that they were not performing up to what you considered proper?

A Yes.

Q Now, which came first, the decision to add a sales rep or the decision to split territories?

A That's not -- I didn't make that decision like you're describing it.

Q How did you make the decision?

A That the two territories that you're mentioning were not successful; the sales were not where we needed them to be, which means the salespeople were not achieving goals and were not performing; therefore, I needed to restructure the territory in order to be successful.

Then it meant I needed to add somebody. And then, at the same -- it was a decision that was at the same time. You need to split to make some territory shorter to give a chance to some people to be successful and continue doing business in the company, but then it means you

11:27:29 1

PRISSERT

11:27:31 2

have to cover some more territories, so then you

11:27:35 3

need somebody else.

11:27:36 4

Q Well, why did you decide to split two

11:27:39 5

territories and make three territories out of

11:27:41 6

them?

11:27:42 7

A Because I needed to reduce two of

11:27:45 8

those, and then you are left with some accounts.

11:27:45 9

Q Oh.

11:27:48 10

A If you reduce two territories, you

11:27:53 11

still -- you don't close the accounts. You

11:27:55 12

still have the accounts remaining, so somebody

11:27:58 13

has to take care of them.

11:28:00 14

Q So describe for me how you decided to

11:28:02 15

realign, to, you know, establish the new

11:28:05 16

territories, who got what.

11:28:08 17

MR. SINGER: Just to clarify,

11:28:10 18

you're asking how he decided who would

11:28:13 19

get what?

11:28:14 20

MS. GOODMAN: Yeah.

11:28:15 21

A Well, I tried to look at geographically

11:28:18 22

what makes sense and the traveling

11:28:22 23

possibilities, like I do for every time we

11:28:26 24

reconfigure a territory, but I don't exactly

11:28:30 25

remember how I decided.

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PRISSERT

You can answer.

A I had expected, by doing that, that Mr. Cargian and Ms. Sommer would be successful in their new reduced territory, and I would expect that Mr. Isaac would be performing in his territory. When you put somebody at any position in the company, you hope and you expect that they are going to be successful.

Q Well, since you were concerned about growth and that these areas were not producing at a level that you thought that they should, why did you decide to promote Mr. Schafrath, who had absolutely no sales experience before, rather than make a search for an experienced salesperson?

A Retrospectively -- that's a good word to say? -- it was a mistake.

Q I'd like to know why you decided, not -- I understand you --

A Because I wanted to give -- I wanted to give a chance to an employee of the company that was inside the company for many years, that was performing in his own department, and that had expressed at many reviews that I sat out during

11:31:48 1

PRISSERT

11:31:52 2

the years 2011 and 2012 that he wanted to do

11:31:54 3

something else within the company, so I tried to

11:31:56 4

give a chance to an employee to promote him to a

11:31:59 5

position where I had hoped, and he had hoped,

11:32:02 6

because he was very excited about the position,

11:32:04 7

to be successful. It's that simple.

11:32:07 8

Q But here you're concerned about growth

11:32:09 9

of your sales. Why do you think that somebody

11:32:12 10

with absolutely no sales experience could have

11:32:14 11

performed at a higher level than what

11:32:17 12

Mr. Cargian and Ms. Sommer had previously been

11:32:21 13

performing at?

11:32:26 14

A You seem to be more sure than I am

11:32:30 15

about what's the best profile for a person to be

11:32:34 16

a sales rep today. I thought that somebody who

11:32:37 17

had the knowledge of the line as Mr. Schafrath,

11:32:40 18

because he worked in the vault for many years,

11:32:42 19

he knew the brand very well, he knew the product

11:32:46 20

perfectly, which are two assets that are very

11:32:49 21

important to be a good sales rep, so I thought

11:32:52 22

he would be a good candidate. And promoting

11:32:55 23

people from the inside is always something that

11:32:56 24

I prefer to do than going to hire people from

11:33:00 25

the outside. I thought he would be successful.

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PRISSERT

I made a mistake, because he was not successful.

Q Now, Ms. Sommer and Mr. Cargian both had extensive knowledge of the product and had been with the company for 20 some-odd years, correct? Is that correct? Yes or no.

THE WITNESS: Can you repeat the question?

(The last question was read back by the court reporter.)

A Yes.

Q Did you discuss the promotion of Mr. Schafrath with Mr. Anderson?

A Yes.

Q And what did Mr. Anderson say?

A He thought it was an idea that -- a good idea, that we should give it a shot, that we should try.

Q Did you discuss the promotion with Mr. Amstutz?

A Yes.

Q What did he think?

A Well, why not? Let's give it a shot.

Q Did you discuss the promotion with Ms. Figueroa?

11:41:45 1

PRISSERT

11:41:46 2

MR. SINGER: Objection to the form

11:41:48 3

and the characterization of the prior

11:41:49 4

testimony. You can answer.

11:41:52 5

A Not more reason than over any other

11:41:55 6

territory.

11:41:56 7

Q Well, isn't it in 2012 the sales reps

11:42:02 8

no longer got credit for sales to Tourneau? Is

11:42:07 9

that correct?

11:42:08 10

A No, that's not -- that's not correct.

11:42:09 11

Q Well, they did not -- didn't Tourneau

11:42:13 12

become a house account but the sales reps --

11:42:16 13

although the sales reps had to service them,

11:42:20 14

they did not get sales credit for it?

11:42:22 15

A That's not correct.

11:42:24 16

Q Okay. Tell me what the situation was.

11:42:27 17

A Tourneau is all over the country, so

11:42:29 18

it's in many different territories. And for

11:42:33 19

some years before I arrived, the Tourneau

11:42:36 20

business, the number, what we call the sell-in,

11:42:40 21

was into the region's dollars; but actually,

11:42:44 22

that sell-in is not created or influenced by the

11:42:48 23

rep, because it's bought centrally. So we

11:42:53 24

decided, for a logical reason, that we were

11:42:56 25

going to exclude Tourneau for one year. I think

11:42:56 1 PRISSERT

11:43:00 2 it was at the end of 2011.

11:43:03 3 Q Right.

11:43:03 4 A But then we put it back in 2012 for
11:43:06 5 management reasons, because we wanted the rep to
11:43:10 6 service Tourneau and to be included in what we
11:43:12 7 call the sell-out, which is selling the watch to
11:43:12 8 consumers.

11:43:13 9 So these are business reasons why we
11:43:15 10 included Tourneau in and some years we included
11:43:19 11 it out. But we always readjusted the goal when
11:43:22 12 we did this. So when we add Tourneau in, we
11:43:22 13 counted Tourneau as a goal, but when we add
11:43:24 14 Tourneau out, we took it out. So every region
11:43:24 15 was the same way.

11:43:24 16 Q I understand. I'm not asking you about
11:43:31 17 the goals. I'm saying that, in 2012, isn't it
11:43:34 18 true that the sales reps did not get sales
11:43:37 19 credit for the Tourneau sales made in their
11:43:46 20 region?

11:43:47 21 A I don't recall what exact year you're
11:43:49 22 mentioning. I think, actually, it might be the
11:43:53 23 opposite. I think in 2012, the goal in the
11:43:54 24 actual sales was including Tourneau. We can
11:43:55 25 check that, because it's easy to check.

12:31:28 1

PRISSERT

12:31:31 2

you, they tell you to get into the company,

12:31:34 3

learn the company and take your time to assess

12:31:36 4

things, take your time to digest.

12:31:39 5

It's a privately-owned company, so we

12:31:42 6

are not, you know, rushed to do things. So

12:31:44 7

that's why they make sure that Madam Bodman,

12:31:46 8

that was at the helm of the company for more

12:31:48 9

than 20 years, was here for the first full year

12:31:51 10

to be able to keep the company on track while I

12:31:53 11

was getting familiar with the business.

12:31:58 12

Q What responsibilities did you have in

12:32:00 13

2011?

12:32:02 14

A I had shared -- I had responsibilities.

12:32:06 15

I was responsible that the company, learning the

12:32:10 16

brand the first few months, and then, after

12:32:13 17

that, I traveled with the team. I was

12:32:16 18

co-responsible with Madam Bodman. We were

12:32:18 19

meeting together in Switzerland. So I was in

12:32:20 20

charge of the business with her, but not at the

12:32:23 21

beginning of the year. She allowed me the time

12:32:26 22

to adapt myself and make myself familiarized

12:32:29 23

with the business.

12:32:29 24

Q So you sat in on the meetings that were

12:32:32 25

held with each sales rep when they were given

12:32:32 1
12:32:35 2
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12:33:21 21
12:33:24 22
12:33:26 23
12:33:28 24
12:33:33 25

PRISSERT

their --

A Yes, I did.

Q Let me finish.

MR. SINGER: You have to let her finish. Do you want to...

(The last partial question was read back by the court reporter.)

Q -- when they were given their sales quota for the coming year. You sat in for the giving of the sales quote for 2011. You sat in on each one of those meetings?

A Yes, madam.

Q But you did not say anything?

A I don't recall exactly how that meeting went with anyone, but I was clearly in the meeting.

Q And who else besides you was --

A Mr. Anderson and Madam Bodman and Mr. Amstutz, with the reps.

Q Okay --

A I'm not certain about Mr. Amstutz. But I'm 100 percent certain of Chuck Anderson, Mrs. Bodman, myself, and the rep.

Q Okay.

12:43:49 1

PRISSERT

12:43:55 2

Q Are there any other sales reps you can

12:44:00 3

think of who ever had that 92-percent increase

12:44:03 4

in his goal?

12:44:05 5

MR. SINGER: Objection to the form.

12:44:07 6

You can answer.

12:44:07 7

A Yeah, the form, the way you --

12:44:11 8

MR. SINGER: Just answer the

12:44:12 9

question.

12:44:12 10

A No, because the territory has never

12:44:15 11

changed so tremendously, when you add 20 doors

12:44:19 12

to a territory. We've never added 20 doors to a

12:44:24 13

territory over the years. It's a fact.

12:44:25 14

Q Why did they decide to add -- if that's

12:44:28 15

such a big addition, why was it decided to add

12:44:32 16

20 new doors to Mr. Cargian's territory?

12:44:36 17

MR. SINGER: Objection to the form.

12:44:38 18

You can answer.

12:44:42 19

A Mr. Cargian -- from what I recollect

12:44:45 20

from those conversations is that Mr. Cargian had

12:44:47 21

a territory in New York City that didn't imply a

12:44:51 22

lot of travel for him. He was driving his car

12:44:54 23

to many appointments in his region and he didn't

12:44:56 24

have any travel. He had previously serviced the

12:44:59 25

Washington, D.C. area, which is the

12:50:52 1

PRISSERT

12:50:55 2

Breitling. Then, it would make sense to have

12:50:58 3

them. That's what I heard and remember hearing.

12:51:00 4

I might be wrong about this --

12:51:01 5

Q Okay.

12:51:02 6

A -- but that's what I remember. It's

12:51:05 7

easy to check if Mr. Cargian ever had Virginia

12:51:07 8

and D.C. under his control. It's very easy to

12:51:11 9

check that.

12:51:11 10

Q So the new areas that Mr. Cargian was

12:51:17 11

given was Virginia, D.C. What else?

12:51:20 12

A I don't remember the exact. It was

12:51:22 13

called the Mid-Atlantic portion of the --

12:51:26 14

Mr. Anderson's territory, and I think I said

12:51:29 15

that it was between 15 and 20 doors.

12:51:31 16

Q Okay.

12:51:32 17

A So it was -- it's -- it's available,

12:51:35 18

the number of doors that Mr. Cargian --

12:51:35 19

Q Okay.

12:51:37 20

A -- took from Mr. Anderson. It's

12:51:40 21

available, and you probably have it already.

12:52:36 22

(Pause)

12:52:36 23

Q Do you recall any discussion about

12:52:39 24

Ms. Sommer -- well, let's just go back.

12:52:42 25

Ms. Sommer's goal was raised by

12:52:42 1

PRISSERT

12:52:45 2

\$6 million, which is about 70, 75 percent above

12:52:49 3

her prior goal. Do you recall any discussion

12:52:51 4

about why she had a 75-percent increase in her

12:52:56 5

goal?

12:52:56 6

MR. SINGER: Objection to the form.

12:52:58 7

You can answer.

12:53:00 8

You're talking about the time of

12:53:01 9

2011, correct?

12:53:04 10

MS. GOODMAN: Yes.

12:53:04 11

A What I remember is that 2010 was a very

12:53:07 12

good year for Breitling overall, and all the

12:53:11 13

reps, if I recall right, in 2010, that most of

12:53:16 14

the reps had a very good year. And I don't

12:53:19 15

remember why X, Y or Z rep, meaning the seven

12:53:22 16

reps we had, were given that much of an increase

12:53:26 17

because I was not part of their raise -- of

12:53:29 18

their increase in goals.

12:53:31 19

Again, what I remember is that

12:53:33 20

Mr. Anderson and Madam Bodman reviewed the goals

12:53:37 21

based on the accounts and the volume not based

12:53:40 22

on whoever has the territory. We do a

12:53:42 23

mathematical -- they do a mathematical look of

12:53:44 24

the business of doors that are in the territory.

12:53:49 25

I don't remember how they looked at -- I'm

12:53:49 1

PRISSERT

12:53:51 2

pretty positive they never looked differently,

12:53:55 3

whether it's Mrs. Sommer, Mrs. Haddad,

12:54:00 4

Mr. Cargian, or Mr. Haley, they have the same

12:54:02 5

approach for every territory.

12:54:02 6

Q But you don't know because you were not

12:54:06 7

part of the discussions that --

12:54:06 8

A I know how we do it since 2011.

12:54:10 9

Q Okay. But you don't know how

12:54:11 10

Ms. Bodman and Mr. Anderson --

12:54:11 11

A I know -- I know Mr. Anderson is the

12:54:13 12

same guy that he was in 2010 when --

12:54:14 13

Q Yeah, but you don't know how he was --

12:54:16 14

how he and Ms. Bodman were together, right?

12:54:18 15

A He told me -- when they showed me how

12:54:20 16

they calculate the goal in the future years,

12:54:23 17

when I participated in making those goals, they

12:54:27 18

taught me how they do it. They showed me the

12:54:30 19

methodology. So I was not part in that, meaning

12:54:31 20

I didn't have any input in 2011, but I was

12:54:33 21

part -- I show how they do it, they showed me.

12:54:34 22

That's part of my training, so I know their

12:54:37 23

methodology.

12:54:38 24

Q So that was...

12:54:56 25

(Pause)

14:30:28 1
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14:31:33 25

PRISSERT

Q Can you tell me what it is?

A It's the similar document for the year 2013 than the one you just showed me before called Prissert, or Amstutz Exhibit 5 and 7. It's the same one for the following year, 2013.

Q And this is a document that's created each month and then summarized and created at the year end, correct?

A Yes.

Q Where does the underlying document come from, the underlying information come from?

A From our accounting software.

Q And how is that accounting software -- what's the documentation for the accounting software?

A Invoice.

Q Invoices?

A Um-hmm.

MR. SINGER: Yes?

A Sorry. Yes.

Q And who inputs that?

A The invoice or those data?

Q The data.

A Susan McDonald is in charge of a

14:31:33 1

PRISSERT

14:31:35 2

department called inside sales, so she created

14:31:38 3

that document every month -- she still does --

14:31:42 4

and she takes the document from our accounting

14:31:45 5

software. And that document is the input of

14:31:47 6

that accounting software of the invoice

14:31:51 7

generated by accounting, so the actual sales for

14:31:53 8

every door of the territory for the current

14:31:56 9

year.

14:31:56 10

Q And is there a check to make sure that

14:32:01 11

these documents are accurate?

14:32:05 12

A There is one -- there is one great

14:32:07 13

check that is done every month.

14:32:09 14

Q Okay.

14:32:10 15

A Is the rep gets that document, and the

14:32:13 16

first thing he does, he has access to the same

14:32:16 17

software document, and if there is a mistake,

14:32:19 18

the reps are very good at saying, No, I am not

14:32:23 19

at 803 this month, I'm at 805 --

14:32:27 20

Q Okay.

14:32:27 21

A -- because they have exact access --

14:32:27 22

they have the exact same access to that software

14:32:31 23

that Susan McDonald has to create that document,

14:32:33 24

and there are some reps that are very good at

14:32:36 25

checking where their number is every month so

14:32:36 1

PRISSERT

14:32:40 2

they know to the penny what they sold.

14:32:43 3

Q Okay.

14:32:44 4

14:32:49 5

14:32:51 6

So that you feel confident that the information in Breitling 633, you know, is accurate?

14:32:51 7

A We're at Document 280 now, right?

14:32:56 8

14:32:58 9

Q No, 633 is what we were just talking about.

14:32:58 10

A Sorry. I was looking at the last one.

14:32:58 11

Q Okay.

14:33:01 12

A My mistake. I apologize.

14:33:03 13

14:33:07 14

14:33:10 15

Okay, 633, for the year 2013, I'm pretty positive -- I don't see why for the year 2013 it would not be correct, yes.

14:33:11 16

14:33:14 17

14:33:16 18

Q And how about for the prior year, the document you wanted to look at before, Prissert-7, which is the --

14:33:18 19

14:33:21 20

14:33:24 21

14:33:28 22

14:33:30 23

A I think I need to explain again what I just said before. If we have changed territory between 2012 and 2013, in that document named 633, the 2012 numbers would not be the exact same for the performance of the rep.

14:33:32 24

14:33:35 25

Q Well, why don't you say that about -- or are you saying that about 633, that the

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15:30:29 7
15:30:31 8
15:30:33 9
15:30:36 10
15:30:36 11
15:30:37 12
15:30:39 13
15:30:41 14
15:30:43 15
15:30:45 16
15:30:49 17
15:30:51 18
15:30:53 19
15:30:57 20
15:30:58 21
15:31:00 22
15:31:03 23
15:31:04 24
15:31:05 25

PRISSERT

in your hand.

MR. SINGER: Right. Let's keep these together, yes.

So '10, '11, '12...

So the question she's asking, she asked which documents were the 2010 numbers, if you know.

Q I just want to know what the underlying documents are --

A Sure, sure.

Q -- I don't want an explanation.

Do you know what underlying documents are? Do you recall what underlying documents you used?

A Similar document in all those for the years 2010 and 2011, which is the sheet, that document. Chuck Anderson created a document like this (indicating) for every sales meeting.

Q So you used --

A Every sales meeting, there's a PowerPoint presentation by Chuck Anderson.

MS. GOODMAN: Can we have the PowerPoint --

A That would be great.

A-161

EXHIBIT F

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----X
3 FREDERICK M. CARGIAN,
4 Plaintiff,
5 -against-
6 BREITLING USA, INC.,
7 Defendant.
8 Civil Action No. 15-cv-01084
-----X
9

10 233 Broadway
11 New York, New York
12 December 9, 2015
13 10:05 a.m.

14 DEPOSITION of SÉBASTIEN AMSTUTZ, taken
15 before Alexis Perez Jenio, a Shorthand Reporter
16 and Notary Public of the State of New York.

17
18
19
20
21
22
23 ELLEN GRAUER COURT REPORTING CO. LLC
24 126 East 56th Street, Fifth Floor
25 New York, New York 10022
212-750-6434
REF: 111263

1 AMSTUTZ

10:09:31 2 A No.

10:09:31 3 Q What is your visa status?

10:09:36 4 A I'm a green card holder.

10:09:39 5 Q When were you first hired by Breitling
10:09:41 6 USA?

10:09:42 7 A First of January 2005.

10:09:46 8 Q And before you were hired by Breitling
10:09:49 9 USA, did you have any association with
10:09:53 10 Breitling SA or any one of its subsidiaries?

10:09:58 11 A I worked for a couple of months with
10:10:01 12 Breitling SA.

10:10:02 13 Q What do you mean, you worked for a
10:10:05 14 couple of months with Breitling SA?

10:10:05 15 A The preparation of -- of -- you know,
10:10:06 16 to prepare the transition to come here to the
10:10:11 17 US.

10:10:12 18 Q So you were originally hired by
10:10:14 19 Breitling SA?

10:10:15 20 A No.

10:10:15 21 Q Who hired you?

10:10:17 22 A Breitling USA.

10:10:19 23 Q But who, what person, what human being
10:10:22 24 said, "You're hired"?

10:10:23 25 A It was, at the time, Marie Bodman.

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AMSTUTZ

10:10:25 2 Q And who sent you to work with
10:10:30 3 Breitling SA in preparation?

10:10:33 4 A At the time, it was Mr. Fecker.

10:10:36 5 Q And who's Mr. Fecker?

10:10:40 6 A Mr. Fecker is a consultant for
10:10:44 7 Breitling SA.

10:10:46 8 Q What kind of consultant?

10:10:49 9 A He does consulting in HR, in finance.

10:11:04 10 Q Since you were in Switzerland, not in
10:11:13 11 the United States, how did your hiring at
10:11:15 12 Breitling USA come about? I mean, was there a
10:11:19 13 job posting someplace?

10:11:21 14 A There was a job posting by Breitling SA
10:11:26 15 for Breitling USA in Switzerland.

10:11:28 16 Q And how was that posted?

10:11:30 17 A It was posted in a newspaper in
10:11:33 18 Switzerland.

10:11:34 19 Q And was there any posting in the United
10:11:36 20 States?

10:11:36 21 A I would not be able to tell you.

10:11:38 22 Q And what was the posting for, what job?

10:11:41 23 A Vice president of Breitling USA.

10:11:44 24 Q And who was the first person who
10:11:46 25 interviewed you for the position?

1

AMSTUTZ

11:47:33 2 (An off-the-record conversation was
11:47:38 3 held.)

11:47:38 4 A Okay.

11:47:38 5 Q If you'll see that in Amstutz-3, it
11:47:42 6 shows that Fred Cargian's total sales in 2012
11:47:46 7 was \$12,899,581. Do you see that?

11:47:56 8 A Yes.

11:47:56 9 Q And then, if you look at Amstutz-8, it
11:48:00 10 will show that Fred's total in 2012 was
11:48:03 11 \$9,809,464. Can you --

11:48:08 12 MR. SINGER: 465.

11:48:09 13 MS. GOODMAN: 465, okay. I
11:48:16 14 couldn't read it I, guess.

11:48:17 15 Q Can you explain the disparity between
11:48:20 16 those two charts that supposedly reflect sales
11:48:25 17 for 2012?

11:48:27 18 A No, I can't.

11:49:10 19 (Pause)

11:50:13 20 Q Again, if you look at -- no.

11:50:27 21 (Pause)

11:50:31 22 MS. GOODMAN: I might come back to
11:50:32 23 this one.

11:50:51 24 Q I would like to better understand how
11:50:53 25 the bonus system works for the sales

1 AMSTUTZ

11:50:56 2 representatives. And you're the officer who

11:50:58 3 signs off on all the employment contracts for

11:51:02 4 the sales reps. Is that correct?

11:51:04 5 A Yes.

11:51:10 6 MS. GOODMAN: This is 11.

11:51:15 7 MR. SINGER: 12.

11:51:16 8 (Five-page employment contract

11:51:16 9 letter dated March 1, 2011, from

11:51:16 10 Breitling to Fred Cargian, Bates

11:51:16 11 stamped Breitling_007 through 11, was

11:51:16 12 marked Exhibit Amstutz-12 for

11:51:28 13 identification.)

11:51:28 14 Q I'm showing you the employment contract

11:51:30 15 for Fred Cargian for 2011, Breitling 007 through

11:51:40 16 011. If you look at the third page, Breitling

11:51:49 17 009, now, is that your signature?

11:51:54 18 A Yes.

11:51:54 19 Q And you signed this contract for

11:51:58 20 Mr. Cargian's employment in 2011, correct?

11:52:02 21 A Correct.

11:52:02 22 Q If you look at the third page, which is

11:52:17 23 009 -- Breitling 009, Appendix A --

11:52:24 24 A Yes.

11:52:24 25 Q -- it says that the first part of the

1 AMSTUTZ

11:52:29 2 bonus is based on objective sales quotas,

11:52:33 3 correct?

11:52:33 4 A Yes.

11:52:34 5 Q Now, I understand that the numbers for

11:52:38 6 the potential bonus and sales budgets are

11:52:42 7 different for each sales rep, but in 2011, is

11:52:46 8 the formula for calculating the incentive

11:52:52 9 formula based on meeting sales goals the same

11:52:55 10 for all reps?

11:52:56 11 A Yes.

11:52:56 12 Q Were there ever any variations?

11:53:00 13 A No.

11:53:00 14 Q Is that true for every year? In other

11:53:04 15 words, was the formula used the same for every

11:53:10 16 sales rep?

11:53:11 17 A Yes.

11:53:11 18 Q Was there any year where there were any

11:53:16 19 variations for any sales rep?

11:53:25 20 A Not that I recall.

11:53:27 21 Q Okay. Now, it says that the

11:53:31 22 achievement sales goals accounted for 75 percent

11:53:36 23 of the entire projected potential bonus,

11:53:39 24 correct?

11:53:40 25 A Correct.

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AMSTUTZ

11:56:42 2 bonus, correct.

11:56:44 3 Q Okay.

11:56:44 4 Now, the second part of the bonus is
11:56:54 5 based on achieving marketing and administrative
11:56:57 6 goals. Is that correct?

11:57:02 7 A Correct.

11:57:02 8 Q And in 2011, 25 percent of the
11:57:05 9 potential bonus was based on whether he achieved
11:57:08 10 the marketing and administrative goals, correct?

11:57:15 11 A Yes.

11:57:15 12 Q How was that -- how was it determined
11:57:18 13 whether in fact a sales rep met his or her
11:57:22 14 marketing and administrative goals?

11:57:29 15 A The sales -- and I mean, when I talk
11:57:37 16 about sales, I would say our sales director and
11:57:40 17 Thierry Prissert would evaluate the number of
11:57:44 18 visits, would evaluate the number of trainings,
11:57:48 19 would evaluate the number of call reports made
11:57:58 20 on time, call reports sent after a
11:58:01 21 visit -- after a store visit, and based on that,
11:58:04 22 would evaluate if yes or no, we would attribute
11:58:14 23 the 25 percent, or part of it.

11:58:16 24 Q Now, were there absolute standards? In
11:58:23 25 other words, you had to make a certain number of

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AMSTUTZ

11:59:26 2 Q At those reviews, was it Mr. Prissert
11:59:31 3 who would direct them?

11:59:33 4 A Not always. The sales -- the figures
11:59:38 5 were presented by Mr. Anderson, and Mr. Prissert
11:59:43 6 would jump in when needed or when he felt that a
11:59:49 7 comment was needed.

11:59:50 8 Q So when they talked about who would --
12:00:04 9 to what extent, if at all, the individual sales
12:00:07 10 rep was going to get some part of that
12:00:10 11 qualitative bonus, who would make that
12:00:13 12 presentation?

12:00:19 13 A It would be both Mr. Anderson and
12:00:22 14 Thierry Prissert.

12:00:22 15 Q And is it Mr. Prissert who would tell
12:00:27 16 them, okay, based on all these facts we're going
12:00:30 17 to give you 10 percent of your qualitative
12:00:33 18 bonus?

12:00:39 19 A Yes, he would make the final -- the
12:00:43 20 final decision.

12:00:43 21 Q And did he have any writings to show,
12:00:46 22 okay, Fred Cargian only made 10 door visits and
12:00:51 23 only five trainings, therefore I'm only going to
12:00:56 24 give him 25 percent of whatever that bonus is?
12:01:02 25 Would there be any writing about that?

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AMSTUTZ

16:26:34 2 head what's in the reviews.

16:26:36 3 Q If she's such a good rep, do you know
16:26:42 4 why she's one of the lowest paid reps?

16:26:45 5 MR. SINGER: Objection to the form.

16:26:46 6 You can answer if you know.

16:26:48 7 A I don't know.

16:26:48 8 Q Do you have any role in the setting of
16:26:52 9 the base salary for the reps?

16:26:54 10 A Yes.

16:26:55 11 Q What are the factors that you use to
16:26:59 12 set the base salary?

16:27:05 13 A It's -- I mean, for the sales reps,
16:27:09 14 it's -- you say "anciennete" when -- I mean the
16:27:21 15 time that you've worked in the company.

16:27:23 16 Q Seniority?

16:27:24 17 A Seniority.

16:27:24 18 Q Okay.

16:27:26 19 A So I guess it's mostly seniority.

16:27:29 20 Q Why would Ms. Sommers be paid less than
16:27:33 21 reps that came on after her?

16:27:37 22 A Because there are reps that came after,
16:27:43 23 came -- I mean, were reps that were making more
16:27:46 24 money at the time of hire, and basically were --
16:27:52 25 if we wanted to be sexy for the company to

1 AMSTUTZ

16:27:55 2 attract them, we had to hire them at the salary,

16:27:58 3 at least, that they were making before.

16:28:00 4 Q So if the salary they were making

16:28:03 5 before was discriminatory, you would continue

16:28:06 6 that salary?

16:28:07 7 MR. SINGER: Objection.

16:28:07 8 Don't answer that question.

16:28:14 9 MS. GOODMAN: I don't know why he

16:28:15 10 shouldn't answer that question.

16:28:16 11 MR. SINGER: Because it's

16:28:18 12 argumentative and improper.

16:28:19 13 MS. GOODMAN: It's not

16:28:20 14 argumentative and it's not improper.

16:28:24 15 But it's improper of you to direct him

16:28:26 16 not to answer.

16:28:27 17 MR. SINGER: You can rephrase it,

16:28:29 18 if you want.

16:28:30 19 MS. GOODMAN: But I'm not going to

16:28:32 20 push it.

16:28:32 21 Q Do you take part in reviewing the

16:28:35 22 salary increases?

16:28:37 23 A Yes.

16:28:37 24 Q And what tools do you use? What

16:28:42 25 criteria do you use to determine what kind of

A-172

EXHIBIT G

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----X
3 FREDERICK M. CARGIAN,
4 Plaintiff,
5 -against-
6 BREITLING USA, INC.,
7 Defendant.
8 Civil Action No. 15-cv-01084
-----X
9

10 630 Third Avenue
11 New York, New York
12 January 21, 2016
13 10:06 a.m.

14 DEPOSITION of ANNIE SOMMER, taken
15 pursuant to subpoena, before Alexis Perez Jenio,
16 a Shorthand Reporter and Notary Public of the
17 State of New York.

18
19
20
21
22
23 ELLEN GRAUER COURT REPORTING CO. LLC
24 126 East 56th Street, Fifth Floor
25 New York, New York 10022
212-750-6434
REF: 111528A

1

SOMMER

10:16:46 2 Q Is there any time in the last month or
10:16:51 3 two that Mr. Singer has spoken with you?

10:16:55 4 A An e-mail.

10:16:56 5 Q When did he send you an e-mail?

10:16:59 6 A After I was called -- subpoenaed.

10:17:02 7 Q Okay. And what did that e-mail say?

10:17:06 8 A He was offering his services to
10:17:10 9 represent me.

10:17:10 10 Q Did it say anything more than he was
10:17:14 11 offering his services?

10:17:15 12 A Not to my knowledge.

10:17:17 13 Q Do you still have a copy of that
10:17:19 14 e-mail, or can you get a copy of that e-mail?

10:17:23 15 A I cannot.

10:17:26 16 MS. GOODMAN: Mr. Singer, I'm going
10:17:29 17 to ask that you produce the e-mail that
10:17:31 18 you sent to Ms. Sommer.

10:18:02 19 Q On a different subject, going to your
10:18:05 20 work at Breitling, was there a show in Basel,
10:18:14 21 Switzerland, a jeweler show and a Breitling
10:18:16 22 sales conference annually?

10:18:20 23 A Yes.

10:18:21 24 Q And because it was so crowded, did reps
10:18:24 25 who went have to share rooms?

1

SOMMER

10:55:00 2 you?

10:55:00 3 A Yes.

10:55:00 4 Q And that counsel, you believe, I'm sure

10:55:04 5 he is, is negotiating on your behalf --

10:55:07 6 A Yes.

10:55:07 7 Q -- regarding that severance agreement.

10:55:09 8 Is that correct?

10:55:09 9 A Yes.

10:55:10 10 MS. GOODMAN: I have no further

10:55:13 11 questions.

10:55:13 12 EXAMINATION

10:55:15 13 BY MR. SINGER:

10:55:15 14 Q Good morning, Ms. Sommer.

10:55:17 15 A Good morning.

10:55:18 16 Q As you know, my name is Zev Singer.

10:55:21 17 I'm the attorney for Breitling in the lawsuit

10:55:22 18 that Mr. Cargian brought, and I'm just going to

10:55:26 19 be asking you some follow-up questions, okay?

10:55:28 20 A Yes.

10:55:28 21 Q If you don't understand anything or if

10:55:29 22 you need me to rephrase anything, let me know.

10:55:34 23 A Okay.

10:55:34 24 Q Do you believe that Fred Cargian was

10:55:36 25 treated any worse than anyone else at Breitling

1

SOMMER

10:55:40 2 because he's gay?

10:55:41 3 A No.

10:55:42 4 Q Do you believe that Fred Cargian was
10:55:45 5 treated any worse than anybody else at Breitling
10:55:48 6 because of his age?

10:55:51 7 MS. GOODMAN: Objection.

10:55:52 8 A I don't know.

10:55:59 9 Q You had just said to Ms. Goodman that
10:56:02 10 you and Mr. Cargian are good friends, correct?

10:56:06 11 A Yes.

10:56:06 12 Q How often over the last year,
10:56:09 13 approximately, if you can estimate by week, by
10:56:14 14 month, were you in contact with Mr. Cargian?

10:56:19 15 A Every other day.

10:56:22 16 Q And during that every other day over
10:56:26 17 the approximately year period, did you ever
10:56:29 18 discuss his lawsuit with him? Not just the
10:56:31 19 underlying facts, but the fact of the lawsuit.

10:56:36 20 A No.

10:56:41 21 Q You've been to Mr. Cargian's home?

10:56:43 22 A Yes.

10:56:44 23 Q And he's been to yours?

10:56:47 24 A Yes.

10:56:51 25 Q Before today, how many conversations

1

SOMMER

11:23:01

2

time that you've done that, and I would

11:23:04

3

appreciate if you would stop.

11:23:06

4

MS. GOODMAN: Learned it from you.

11:23:09

5

Q During -- over the last year, during

11:23:12

6

any of your conversations with Mr. Cargian, did

11:23:16

7

you ever inform him about Chuck Anderson's wife

11:23:21

8

having surgery?

11:23:22

9

A I don't recall.

11:23:26 10

Q During your conversations with

11:23:27 11

Mr. Cargian over the last year, did you ever

11:23:30 12

inform him about anyone at Breitling USA's

11:23:36 13

schedules other than yourself?

11:23:38 14

A I don't recall.

11:23:39 15

Q Do you recall Mr. Cargian ever asking

11:23:41 16

you about anybody at Breitling USA's schedules

11:23:46 17

over the last year?

11:23:48 18

A No.

11:24:02 19

MR. SINGER: Objection.

11:24:03 20

Just a minute.

11:24:06 21

(Pause)

11:24:11 22

Q Outside of work, have you ever taken

11:24:14 23

any vacations with Fred Cargian?

11:24:16 24

A Yes.

11:24:16 25

Q How many?

1 SOMMER

11:24:18 2 A I don't recall.

11:24:20 3 Q When was the last one?

11:24:23 4 A January 7, 2016.

11:24:29 5 Q And before that, when was the previous

11:24:33 6 vacation you took with Mr. Cargian?

11:24:37 7 A I don't recall.

11:24:38 8 Q Can you estimate over the last ten

11:24:41 9 years approximately how many vacations you've

11:24:45 10 taken with Mr. Cargian?

11:24:47 11 A I can't -- I cannot -- I can't recall.

11:24:49 12 Q Would it be approximately once a year?

11:24:58 13 A I don't -- I can't recall.

11:25:01 14 Q More than five times over the last ten

11:25:03 15 years?

11:25:09 16 A Maybe.

11:25:13 17 Q On any of the vacations that you've

11:25:16 18 ever taken with Fred Cargian, have you ever

11:25:20 19 shared a room with him?

11:25:22 20 A Yes.

11:25:22 21 Q How many times, if you can approximate?

11:25:25 22 A I can't recall.

11:25:27 23 Q On all of them?

11:25:29 24 A No.

11:25:32 25 Q The January 7th vacation with

1 SOMMER

11:29:52 2 answer.

11:29:53 3 MR. SINGER: I'm almost finished.

11:30:02 4 Q How do you recall Mr. Prissert treated

11:30:06 5 you during your time at Breitling USA?

11:30:10 6 A I don't know.

11:30:11 7 Q You don't know how you feel he treated

11:30:14 8 you?

11:30:17 9 A No.

11:30:23 10 Q Was he fair with you at times?

11:30:26 11 MS. GOODMAN: Objection.

11:30:34 12 A Yes.

11:30:35 13 Q Did he treat you well at times?

11:30:37 14 MR. LIPSKY: Objection to form;

11:30:39 15 vague. You can answer.

11:30:41 16 A I don't know.

11:30:48 17 MR. SINGER: Just one minute. I

11:30:51 18 think I'm finished.

11:30:53 19 I'm sorry, I do have one more other

11:30:56 20 thing.

11:30:59 21 Q Ms. Sommer, when you were a sales

11:31:02 22 representative at Breitling USA, you'd receive

11:31:07 23 e-mails on a regular basis updating you on how

11:31:12 24 you were doing with regard to your sales

11:31:14 25 numbers. Is that correct?

1

SOMMER

11:31:16

2

A Yes.

11:31:16

3

MR. LIPSKY: Objection -- sorry.

11:31:19

4

Objection to form; lack of foundation,

11:31:21

5

vague. You can answer.

11:31:22

6

Q And did you have any reason to believe

11:31:25

7

that those sales numbers that you were sent by

11:31:29

8

e-mail on a regular basis were incorrect?

11:31:38

9

THE WITNESS: Can you read back the

11:31:39

10

question?

11:31:39

11

(The last question was read back by

11:31:48

12

the court reporter.)

11:31:48

13

MR. LIPSKY: Objection to form;

11:31:50

14

vague. You can answer it.

11:31:52

15

A No.

11:31:53

16

Q At the yearly sales meetings you were

11:31:58

17

presented with slides that showed all of the

11:32:01

18

sales representatives' sales numbers. Is that

11:32:04

19

correct?

11:32:04

20

A Yes.

11:32:04

21

Q Did you have any reason to believe that

11:32:07

22

those numbers were incorrect?

11:32:09

23

A No.

11:32:10

24

MS. GOODMAN: Objection.

11:32:13

25

Q While you were a sales representative

1

SOMMER

11:32:15 2 at Breitling USA, did you have access to the
11:32:20 3 computer system that tracked sales data?

11:32:24 4 MR. LIPSKY: Objection to form;
11:32:26 5 lack of foundation. You can answer.

11:32:33 6 Q Do you understand what I'm asking?

11:32:35 7 A No, I don't.

11:32:36 8 Q Okay.

11:32:43 9 Breitling USA has a computer that
11:32:46 10 tracks all of the sales data, correct?

11:32:48 11 MS. GOODMAN: Objection. Can you
11:32:50 12 give some dates and times of it?

11:32:53 13 MR. SINGER: No.

11:32:56 14 MS. GOODMAN: No? So you're asking
11:32:58 15 at any time?

11:32:58 16 Q There's a system that tracks sales data
11:33:00 17 in place at Breitling's USA, correct?

11:33:04 18 A Yes.

11:33:04 19 Q And, as a sales representative, while
11:33:07 20 you worked at Breitling USA, over the last five
11:33:10 21 years, let's say, you yourself could go access
11:33:14 22 that system and see your sales numbers, correct?

11:33:17 23 A Correct.

11:33:17 24 Q So if you had a reason to believe that
11:33:19 25 the sales numbers that were presented to you,

1

SOMMER

11:33:22 2 whether by e-mail or on presentations, were
11:33:25 3 incorrect, you could have gone into that
11:33:28 4 computer system to check the numbers. Is that
11:33:30 5 correct?

11:33:31 6 MR. LIPSKY: Objection to form;
11:33:33 7 compound. You can answer.

11:33:35 8 A Correct.

11:33:39 9 MR. SINGER: I don't have any other
11:33:40 10 questions. Thank you.

11:33:41 11 MS. GOODMAN: We need about a 5- or
11:33:45 12 10-minute break --

11:33:46 13 MR. LIPSKY: Okay.

11:33:49 14 MS. GOODMAN: -- to see what
11:33:51 15 follow-up we have.

11:33:52 16 (A recess was taken.)

11:33:52 17 EXAMINATION CONTINUED

11:33:52 18 BY MS. GOODMAN:

11:45:35 19 Q Let me just ask you -- we're back on
11:45:41 20 the record, Ms. Sommer.

11:45:44 21 You talked about taking, you know, many
11:45:46 22 vacations with Mr. Cargian, and on some of those
11:45:48 23 you also shared a room, correct? That's what
11:45:54 24 you testified, I think, before.

11:45:57 25 A I believe so.

A-183

EXHIBIT H

1 UNITED STATES DISTRICT COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 -----X
4 FREDERICK M. CARGIAN,

5 Plaintiff,

6 -against-

7 BREITLING USA,

8 Defendant.

9 Civil Action No. 15-cv-01084
-----X

10 233 Broadway
11 New York, New York

12 November 24, 2015
13 10:00 a.m.

14 DEPOSITION of CHARLES ANDERSON,
15 taken before Alexis Perez Jenio, a Shorthand
16 Reporter and Notary Public of the State of New
17 York.

18
19
20
21
22
23 ELLEN GRAUER COURT REPORTING CO. LLC
24 126 East 56th Street, Fifth Floor
25 New York, New York 10022
212-750-6434
REF: 111261

1

ANDERSON

12:00:01 2 you have a long way to go." Do you see that?

12:00:03 3 A Yes.

12:00:04 4 Q And was any action taken against him as
12:00:06 5 a consequence of this?

12:00:08 6 A Not that I recall.

12:00:37 7 Q Now, did there come a time in 2013 when
12:00:40 8 it was discovered that Mr. Criddle was
12:00:44 9 misrepresenting his expense account?

12:00:48 10 A Yes.

12:00:48 11 Q And was the problem one that he was
12:00:53 12 charging personal expenses to the business as
12:00:56 13 business expenses, correct?

12:00:58 14 A Yes.

12:00:58 15 Q And was another part of the problem
12:01:01 16 that he was claiming to be at certain locations
12:01:05 17 when the expense report showed that in fact he
12:01:10 18 was at different locations?

12:01:11 19 A Yes.

12:01:12 20 Q So would you say that he was
12:01:17 21 scheduled -- that the report he submitted to you
12:01:20 22 would say he was in California but his expense
12:01:23 23 report showed he rented a car in Las Vegas on
12:01:25 24 that day. Is that correct?

12:01:27 25 A I don't recall the specifics.

1

ANDERSON

12:01:28 2 Q But was that the type of comment -- the
12:01:31 3 type of problem you found?

12:01:32 4 A Yes.

12:01:33 5 Q How did this major deception get
12:01:37 6 uncovered?

12:01:37 7 MR. SINGER: Objection to the form.

12:01:39 8 You can answer.

12:01:41 9 A Through an analysis of an expense
12:01:44 10 report.

12:01:44 11 Q Who did the analysis?

12:01:46 12 A Myself.

12:01:47 13 Q What led you to do that analysis?

12:01:52 14 A I don't recall what made me do the
12:01:55 15 analysis.

12:01:56 16 Q Do you always do an analysis of the
12:02:00 17 expense reports of your sales reps?

12:02:06 18 A I do a general review.

12:02:09 19 Q Okay.

12:02:12 20 What triggered your delving more deeply
12:02:18 21 into Mr. Criddle's 2013 expense report?

12:02:24 22 A I don't recall what triggered it.

12:02:29 23 Um... I don't recall why.

12:02:33 24 Q So you just haphazardly said, Oh,
12:02:40 25 gee --

1

ANDERSON

12:08:07 2

You can answer.

12:08:08 3

A Yeah, I guess it's more than that, yes.

12:08:19 4

Q After you pulled together all of the

12:08:21 5

material, what did you do?

12:08:27 6

A Provided it to Mr. Amstutz.

12:08:29 7

Q And then tell me about that the

12:08:31 8

conversation. Or, was there a conversation?

12:08:34 9

A I don't recall if there was a

12:08:35 10

conversation. If there was, it was likely

12:08:39 11

brief, because everything was in the evidence.

12:08:41 12

Q Okay.

12:08:42 13

A So I don't think there was much we had

12:08:44 14

to discuss.

12:08:45 15

Q And then what did you decide to do?

12:08:48 16

A He was given a warning.

12:08:50 17

Q No, no, did -- okay. Go ahead.

12:08:53 18

A That's what we decided to do.

12:08:55 19

Q And did you at any time meet with

12:08:58 20

Mr. Criddle to get his side of the story?

12:09:01 21

A No, I didn't meet with him.

12:09:03 22

Q Nobody ever met with Mr. Criddle?

12:09:05 23

A To get his side of the story?

12:09:10 24

Q Yeah.

12:09:11 25

A Prior to him being reprimanded?

1

ANDERSON

12:09:14 2 Q Yes.

12:09:15 3 A No.

12:09:17 4 Q So you were not concerned as to why he
12:09:19 5 was lying on his expense accounts?

12:09:22 6 MR. SINGER: Objection to the form.

12:09:23 7 You can answer.

12:09:25 8 A Yes, I was concerned.

12:09:25 9 Q Why would you not ask him, Why did you
12:09:29 10 do this?

12:09:33 11 A We had conversations with Brian during
12:09:35 12 our search.

12:09:36 13 Q Okay. So tell me about the first
12:09:40 14 conversation you had with Brian.

12:09:44 15 A It was short. We asked him where he
12:09:48 16 was. He told us where he was. I felt that it
12:09:52 17 wasn't accurate. I dug more, and then found all
12:09:57 18 of the other things that followed.

12:09:59 19 Q Was there a certain day that you called
12:10:07 20 him about and said, Where were you on that day?

12:10:09 21 A Yes.

12:10:10 22 Q What day was that?

12:10:11 23 A I have no recollection of what day that
12:10:13 24 was.

12:10:13 25 Q Where was he supposed to be?

1

ANDERSON

15:21:10

2

(The following question was read

15:21:10

3

back by the court reporter:

15:19:48

4

"QUESTION: So it is right, when I

15:19:50

5

look at these figures -- well, 2012 did

15:20:00

6

not -- does not say anything about

15:20:06

7

Tourneau. How come?")

15:22:04

8

Q Now, explain why the Tourneau sales are

15:22:08

9

not included -- well, whether the sales are

15:22:13 10

included in 2012.

15:22:19 11

A The Tourneau sales are in-house on this

15:22:25 12

2012 slide, separated from the regions.

15:22:53 13

Q So if -- so Mr. Cargian's \$12,000,899

15:22:57 14

in total sales does not include sales to -- for

15:23:03 15

Tourneau, correct?

15:23:04 16

A Yes.

15:23:04 17

Q And if it did include it, if you use

15:23:07 18

the prior year as the base, it would be another

15:23:10 19

\$4 million. Is that correct? About another

15:23:14 20

\$4 million.

15:23:14 21

A Depending on what Tourneau did that

15:23:18 22

year.

15:23:18 23

Q Right.

15:23:20 24

A But --

15:23:20 25

Q Give or take.

1

ANDERSON

16:02:58 2 opportunity to earn bonuses rather than not earn
16:03:01 3 bonuses.

16:03:01 4 Q Well, it gave who more of an
16:03:04 5 opportunity to earn bonuses?

16:03:05 6 A The sales teams, the sales reps.

16:03:07 7 Q But some sales reps had no Tourneau
16:03:11 8 business, or minimal, maybe only one Tourneau
16:03:13 9 store, correct?

16:03:14 10 A Correct.

16:03:14 11 Q And some had seven Tourneau stores?

16:03:16 12 A Correct.

16:03:17 13 Q And the person who had only one would
16:03:19 14 benefit by the system you're talking about, and
16:03:21 15 the person who had seven would not?

16:03:23 16 A The reason it was set that way is
16:03:27 17 because they controlled nothing of the buy.

16:03:29 18 Q Is it true, what I've just said?

16:03:33 19 MS. GOODMAN: Would you read my
16:03:34 20 question and then retype it, please?

16:03:36 21 Q I just want to know if what I said is
16:03:39 22 true. Not your rationale for it, but what I
16:03:43 23 said, whether that's true.

16:03:48 24 (The following question was read
16:03:48 25 back by the court reporter:

1

ANDERSON

16:06:19 2 A His sell-in dollar bonus was based on
16:06:24 3 \$14 million, not on 18. This was the
16:06:26 4 achievement of that (indicating).

16:06:28 5 Q "This" being?

16:06:29 6 A This, 13.

16:06:30 7 Q 13, all right.

16:06:32 8 I'm confused. Let's go over this.

16:06:39 9 You work on a bonus, right --

16:06:41 10 A Yes.

16:06:42 11 Q -- while you were a sales rep?

16:06:43 12 And part of your bonus was based upon
16:06:46 13 your sell-in, right?

16:06:47 14 A Yes.

16:06:47 15 Q What part was based upon sell-in?

16:06:50 16 A Everything except Tourneau.

16:06:55 17 Q So prior to -- even prior to 2012, you
16:06:59 18 did not get any bonus for sales you made at
16:07:02 19 Tourneau?

16:07:03 20 A Specifically for me?

16:07:05 21 Q Yes.

16:07:05 22 A When Tourneau was part of it, it was
16:07:08 23 part of our budget as well. So it was added to
16:07:10 24 your sales in total. It was part of a budget.

16:07:13 25 Q Okay.

1

ANDERSON

16:07:13 2 A When Tourneau was removed --

16:07:15 3 Q Let me just stop you there, because I
16:07:17 4 want to walk you through this. I want to go
16:07:20 5 through 2010.

16:07:21 6 A Okay.

16:07:21 7 Q Besides your managerial experiences,
16:07:25 8 you have territory. Did you have Tourneau
16:07:28 9 stores in that territory?

16:07:30 10 A I believe I had maybe two.

16:07:34 11 Q Okay. Now, in 2010 you had a bonus --
16:07:43 12 well, you had a sales goal, correct?

16:07:46 13 A Correct.

16:07:47 14 Q And that sales goal was for -- based on
16:07:50 15 total sales that you made, correct?

16:07:53 16 A Correct.

16:07:53 17 Q And those total sales that you made
16:07:56 18 included -- in 2010, included the sales to
16:07:58 19 Tourneau, correct?

16:07:59 20 A Correct.

16:07:59 21 Q So if you say one quarter of your
16:08:01 22 bonus -- I don't know just what it was -- one
16:08:04 23 quarter of a \$10,000 bonus is because of your
16:08:10 24 sales, then you would get one quarter of \$10,000
16:08:16 25 based on your total sales, which included your

1

ANDERSON

16:08:21 2 Tourneau sales?

16:08:22 3 A Yes, and which was also in my budget.

16:08:24 4 Q Okay. Now, in 2012, if you -- this was

16:08:35 5 no longer in your -- let's assume you still had

16:08:38 6 your territory, and you still had a sales

16:08:42 7 budget. You did not -- part of that sales

16:08:47 8 budget did not include Tourneau sales, correct?

16:08:52 9 A Correct.

16:08:53 10 Q Okay.

16:09:13 11 Although your budget no longer included

16:09:18 12 Tourneau sales, you still -- the sales rep still

16:09:21 13 had to service the Tourneau doors in their

16:09:26 14 district. Is that correct? Or their territory?

16:09:28 15 A Yes.

16:09:29 16 Q But they were not credited with any of

16:09:33 17 the sales made to Tourneau, correct?

16:09:35 18 A Correct.

16:09:43 19 Q Now, this policy of -- that started in

16:09:46 20 2012 of not crediting them with the sale made to

16:09:50 21 Tourneau affected all of the sales reps,

16:09:55 22 correct?

16:09:55 23 A Yes.

16:09:55 24 Q Would you agree, however, that the

16:09:59 25 impact on Mr. Cargian was greater than on other

1 ANDERSON
16:55:15 2 identification.)
16:55:15 3 (Exhibit Anderson-23 was retained
16:55:42 4 by Ms. Goodman.)
16:55:42 5 MR. SINGER: Hold on one second.
16:55:44 6 Before you ask him questions.
16:55:45 7 (An off-the-record conversation was
16:55:50 8 held.)
16:55:50 9 MR. SINGER: Okay. Go ahead,
16:55:52 10 Janice. Thank you.
16:55:52 11 BY MS. GOODMAN:
16:55:52 12 Q Okay. If you look at Ms. Haddad --
16:55:55 13 A Okay.
16:55:55 14 Q -- over these three years, her
16:56:00 15 increases -- I haven't got a copy --
16:56:02 16 MR. SINGER: Oh, sorry, go ahead.
16:56:04 17 You can use this. I'll share with him.
16:56:08 18 MS. GOODMAN: Okay. Thank you.
16:56:14 19 Q -- was only \$6,000. Is that correct?
16:56:20 20 A I can't find it on here. So I'm
16:56:26 21 looking to see. I found her name, but I don't
16:56:28 22 know what year.
16:56:29 23 Q Go across to -- I know it's very hard.
16:56:31 24 MR. SINGER: So you're starting
16:56:33 25 in 2010. That's when you want us to

1 ANDERSON

16:56:35 2 start?

16:56:35 3 MS. GOODMAN: No, 2011.

16:56:38 4 MR. SINGER: You want us to start

16:56:38 5 in 2011 and end in 2013?

16:56:41 6 MS. GOODMAN: Yes.

16:56:42 7 MR. SINGER: Okay. And I'm sorry,

16:56:44 8 just to clarify, you're talking bonus,

16:56:47 9 base?

16:56:47 10 MS. GOODMAN: No, just base.

16:56:49 11 MR. SINGER: Base.

16:56:50 12 MS. GOODMAN: I'm just talking

16:56:51 13 about base salary.

16:56:54 14 A I don't know.

16:56:54 15 MR. SINGER: Go ahead, take your

16:56:55 16 time.

16:56:56 17 A It's just too long.

16:56:59 18 Q I know, but this is how I got it.

16:57:02 19 You found Ms. Haddad, right?

16:57:04 20 A I did, yeah.

16:57:05 21 Q So --

16:57:07 22 A I can't go across that far.

16:57:10 23 Q It says in 2010 she was earning

16:57:12 24 \$185,000 and in 2011 she was earning 185. 2012,

16:57:23 25 she went up -- let me see... she went up to 190,

1

ANDERSON

16:57:37 2 and in 2013 she went up to 196.

16:57:49 3 MR. SINGER: I mean, he can answer,
16:57:51 4 but the document speaks for itself.

16:57:55 5 A I don't know what your question is.

16:57:56 6 Q Okay. Why did her salary only go up
16:57:59 7 \$11,000 when Mr. Criddle, who was already
16:58:03 8 earning \$20,000 more --

16:58:06 9 MS. GOODMAN: Well, withdraw that.

16:58:08 10 Q Mr. Criddle, in 2011, was earning
16:58:11 11 \$210,000 while Ms. Haddad was earning 185. Why
16:58:19 12 was there such a disparity in the wages of those
16:58:23 13 two people? Base salary. Not bonus, base
16:58:26 14 salary.

16:58:26 15 A Brian came from another company. When
16:58:29 16 we hired him from another competitor, he had
16:58:33 17 another compensation package.

16:58:34 18 Q I see.

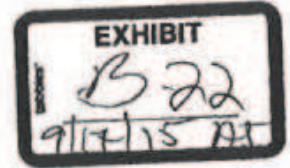
16:58:35 19 And over the years, Ms. Haddad was only
16:58:42 20 given \$11,000 in raises while Mr. Criddle was
16:58:46 21 given \$12,000 in raises. Why were her raises
16:58:51 22 less than his?

16:58:53 23 MR. SINGER: Objection to the form.

16:58:56 24 You mean over those specific years?

16:58:57 25 MS. GOODMAN: Yes.

EXHIBIT I



March 1, 2011

Mr. Fred Cargian
422 W. 22nd St. Apt. 6
New York, NY 10011

Dear Mr. Cargian:

The Company is pleased to offer employment to you for the 2011 calendar year and beyond as an outside sales representative of Breitling USA, Inc. (hereafter "the Company"). This agreement will be automatically renewed for one (1) additional year extension unless either party terminates the contract prior to the end of the then current term. Any notification by either party must be done in writing.

As consideration for your services to the Company during the coming years, the Company will commit to the following:

1. Bi-weekly payroll payments prorated against your annual base wage agreed upon in writing at the beginning of each calendar year (Appendix A). Such bi-weekly payments will be paid in accordance with the Company's normal payroll practices that include all legal required deductions and withholdings to be taken out of such payments. However, some practices may be subject to change at management's discretion without pre-notice.
2. Eligibility for a discretionary bonus that is based upon your achieving specific sales goals as set forth in Appendix A of this agreement.
3. Medical and dental insurance coverage per our plans currently in effect.
4. Eligibility to participate in the Company's 401K retirement program and the Company's Defined Benefit pension plan.
5. Eligibility to participate in the Company's Short-Term Disability and Long-Term Disability plans.
6. Four weeks of paid vacation earned on a pro-rated basis as the year progresses.
7. The company will provide you with a leased or an owned company vehicle. The type of "company car" at your disposal will be based on senior management's corporate decision. You are obligated to maintain the vehicle in excellent working and physical condition as well as maintain a log of its use.
8. The company will provide you with a computer and digital camera. You are obligated to maintain the computer and camera in excellent working and physical condition.
9. An allowance for business related travel and entertainment expense as set forth in Appendix A. The allowance will include the expenses for one cell phone, one home/office phone line and internet access.

You are expected to totally devote all of your working time to fulfilling your duties as an outside sales representative of the Company.

BREITLING USA

0000063

Your employment with the company is considered to be "employment at will" (as stated in the Company Employee Handbook), which means that both you and the Company have the right to terminate the employment relationship at any time, for any or no reason and with or without cause for such termination. Only the company's President has the authority to change such "employment at will" status and such change must be in writing and signed by the President.

The Company Employee Handbook, which contains our policies and procedures that are part of this employment agreement, is available from the Company's HR Manager for your review if not in your possession.

Please be aware that you are required to keep confidential (during your employment and for a period of six months after your employment with the Company has ended) all of the business information that you will learn during your employment with the Company. This includes, but is not limited to, business information such as: our customer lists, our pricing information, our financial information, our marketing strategies, etc.

Since our employees are a highly valued part of our business, you are required to not solicit any of them (directly or indirectly) to leave the Company for at least six months after your employment has ended.

We also value all of our customers very highly. Accordingly, you are required to not solicit any of them (directly or indirectly) to cease doing business with our company for at least six months after your employment with The Company has ended.

Note that you will be eligible for bonus payments only if you are employed by the Company at the time of payment that is, you must be actively employed through June 30 to be eligible for mid-year bonus payments. Similarly, you must be actively employed through the end of the calendar year to be eligible for year-end bonus payments. Also note that bonus payments will only be made provided the company has met all financial goals and is in profitable status.

If you are terminated by the Company for any reason except cause, you will be entitled to two (2) weeks of severance pay for each full year of employment worked (based on your current annual salary not including bonus) up to a maximum of 24 weeks upon your satisfactory signage of the Company's Separation Agreement and General Release.

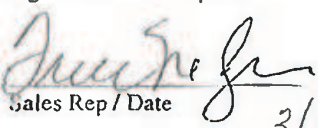
This Agreement is made and entered into the State of Connecticut and both you and the Company agree that the laws of Connecticut shall govern its validity and interpretation. In addition, both you and the Company agree that if there are any disputes between you and the Company regarding this employment agreement or regarding your employment with The Company, both you and the Company agree to promptly submit such disputes to final and binding arbitration before an arbitrator at Mediation Consultants in New Haven, Connecticut. The Company will pay for the cost of the arbitrator. Each side will pay for their own legal expenses. Mediation of such dispute before a mutually agreeable mediator is also possible before arbitration if the parties agree to do so.

This Agreement is the entire agreement between you and the Company regarding your employment. Only mutually agreed to changes, which have been signed by both parties, will amend this Agreement.

Please sign the acceptance of this agreement at the bottom of this page and return it to me no less than one week from the date of this letter if you decide to accept this employment offer.

Very truly yours,

By: 
Sébastien Amstutz
Breitling U.S.A., Inc.

Agreed to and accepted:

Sales Rep / Date 3/7/11

BREITLING

Appendix A: Personal Earnings Potential / Sales Goals / Incentive Formula
(Year 2011)

Sales Person: Fred Cargian

- Sales Rep Projected Sales Budget: \$ 24,995,000
(To be reviewed at anytime in function of Finlay's situation)
- Travel & Entertainment Allowance: \$ 70,000
(This includes all special events expenditures, i.e. Basel, Las Vegas, etc. except hotel charges—room only).
- Base Annual Salary: \$ 230,000.00
- Potential Total Bonus: \$ 55,000.00

There are two components to the bonus calculation, contingent upon the fulfillment of the year's agreement:

- Component (1): it refers to the achievement of your annual sales measured against your annual \$ sales budget; the potential bonus is 75% of the pre-established annual bonus.
- Component (2): it is based on achieving marketing & administrative goals (see page 4 of this document), as well as the overall performance review. The potential bonus is 25% of the pre-established total annual bonus. Each quarter, your performance based on marketing and administrative tasks will be discussed. Based on the quarterly discussions/performance, you will be able to accrue a maximum of 20% of your pre-established annual bonus (5% each quarter). At the year-end review, you will be able to accrue an additional 5% of your pre-established annual bonus based on your overall performance for the whole year.

The bonus will be distributed on two dates: one in July (midyear bonus), measured against the first half of the year and is strictly a portion of Component (1). The full balance of the bonus earned is to be paid in January of the following year after the final company results are obtained (year end bonus).

The midyear bonus distribution, strictly a portion of Component (1), is a maximum rate of 40% of the pre-established annual bonus (a calculation of Sales through to June 30, net of all credits and with applicable reserves divided by 41% - achieved sales' seasonality in June, to annualize the sales). Therefore the scale below of component (1) of the bonus is based on the annualized sales level for the mid-year or annual sales at year-end.

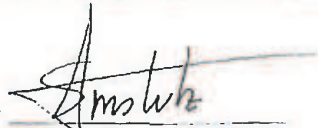
Midyear Bonus


1. Greater than or equal to 48% projected sales goal: 40% of 75%;
2. Greater than or equal to 43.20% but less than 48% of projected sales goal: mid-year 30% of 75%;
3. Greater than or equal to 38.40% but less than 43.20% of projected sales goal: mid-year 20% of 75 %;
4. Less than 38.40% of sales goals achieved results in no bonus distribution at midyear.

Year End Bonus

1. Greater than or equal to 100% projected sales goal: 100% of 75% minus midyear bonus plus Component (2).
2. Greater than or equal to 90% but less than 100% of sales goal: 90% of 75% minus mid-year bonus plus Component (2).
3. Greater than or equal to 80% but less than 90% of sales goal: 80% of 75% minus mid-year bonus plus Component (2).
4. Less than 80% of sales goals achieved results in no bonus distribution at year-end.

Annualized Equivalent	2011 Sales	Total Annual Bonus Potential	Annual Bonus Potential on Sales	Annual \$'s Bonus Potential	Sales Seasonality Factor @ June	Mid-yr Sales Level	6 Months Applied ratio to Bonus Potential	Mid-yr Bonus Potential
100.00%	\$24,995,000	\$55,000.00	75.00%	\$41,300	48.00%	\$11,998,000	40.00%	\$16,500
90.00%			67.50%	\$37,100	43.20%	\$10,798,000	30.00%	\$11,100
80.00%			60.00%	\$33,000	38.40%	\$9,599,000	20.00%	\$6,600

By: 
Sébastien Amstutz, Vice President
Breitling U.S.A., Inc.

Agreed to & Accepted:

Sales Rep / Date 3/7/11

BREITLING

0000055

Appendix B: SALES REPS Marketing and Administrative Obligations
(Worth 25% of Bonus)

1. TIMELY ACTIVITY CALENDAR

- To be prepared once a month - before the 28th of each month
- Online Company calendar must include planned vacation / sick and personal days
- Unplanned vacation / sick and personal days to be reported to the Sales Director or Human Resources Manager

2. TIMELY STORE VISITS AND ACTIVITY REPORT

- A minimum of one visit per store every 6 weeks is required. Tracking will be recorded in house.
- Written activity reports to be received every Monday before 5.00pm and,
- Pictures and properly detailed comments to be transmitted via email reporting system
- Inventory Recap / watches bought by jeweler by category / with explanations re. inventory
- Customer Prospecting Report / once a month or as needed

3. TRAININGS I AND II

- Trainings I and II to take place as required but a minimum of 10 trainings II per region must take place.
- Training to be organized in collaboration with Marketing Manager
- Obtain pre-approval for any Expenses for Training Seminars by Marketing Manager. If over \$3,000 approval by President required
- Training reports with completed names to be filed quarterly with Marketing Director or via call reports

4. ADVERTISING, EVENTS & SHOWS

- Advertising and Events to be transferred to Marketing Director
- Marketing Director to be informed well ahead of time
- Obtain pre-approval for any Expenses for Events or Show by Marketing Director. If over \$3,000 approval by President required
- Watches for Shows and Events as well as Collateral materials must be pre-planned (4-6 weeks in advance) and will not be sent overnight
- Charity watches must be pre-approved by Marketing Manager or President
- Attendance at any Breitling activity/show is mandatory

5. T&E EXPENSES AND COMPANY CAR

- Please refer to "Breitling USA Travel and Entertainment Expense General Policies and Guidelines" enclosed
- Maintain a daily and detailed mileage log of the leased company vehicle use

BREITLING

0000066



February 16, 2012

Mr. Fred Cargian
422 W. 22nd St. Apt. 6
New York, NY 10011

Dear Mr. Cargian:

The Company is pleased to offer employment to you for the 2012 calendar year and beyond as an outside sales representative of Breitling USA, Inc. (hereafter "the Company"). This agreement will be automatically renewed for one (1) additional year extension unless either party terminates the contract prior to the end of the then current term. Any notification by either party must be done in writing.

As consideration for your services to the Company during the coming years, the Company will commit to the following:

1. Bi-weekly payroll payments prorated against your annual base wage agreed upon in writing at the beginning of each calendar year (Appendix A). Such bi-weekly payments will be paid in accordance with the Company's normal payroll practices that include all legal required deductions and withholdings to be taken out of such payments. However, some practices may be subject to change at management's discretion without pre-notice.
2. Eligibility for a discretionary bonus that is based upon your achieving specific sales goals as set forth in Appendix A of this agreement.
3. Medical and dental insurance coverage per our plans currently in effect.
4. Eligibility to participate in the Company's 401K retirement program and the Company's Defined Benefit pension plan.
5. Eligibility to participate in the Company's Short-Term Disability and Long-Term Disability plans.
6. Four weeks of paid vacation earned on a pro-rated basis as the year progresses.
7. The company will provide you with a leased or an owned company vehicle. The type of "company car" at your disposal will be based on senior management's corporate decision. You are obligated to maintain the vehicle in excellent working and physical condition as well as maintain a log of its use.
8. The company will provide you with a computer and digital camera. You are obligated to maintain the computer and camera in excellent working and physical condition.
9. An allowance for business related travel and entertainment expense as set forth in Appendix A. The allowance will include the expenses for one cell phone, one home/office phone line and internet access.

You are expected to totally devote all of your working time to fulfilling your duties (Appendix B) as an outside sales representative of the Company.

BREITLING USA

BREITLING USA, INC. HANGAR 7 206 DANGURY ROAD WILTON CT 06897 PHONE (203) 762 11 80 TELEFAX (203) 762 11 78
FCargian_Contract2012 Page: 1 / 5 Date: February 2012 / DF

BREITLING_575

Your employment with the company is considered to be "employment at will" (as stated in the Company Employee Handbook), which means that both you and the Company have the right to terminate the employment relationship at any time, for any or no reason and with or without cause for such termination. Only the company's President has the authority to change such "employment at will" status and such change must be in writing and signed by the President.

The Company Employee Handbook, which contains our policies and procedures that are part of this employment agreement, is available from the Company's HR Manager for your review if not in your possession.

Please be aware that you are required to keep confidential (during your employment and for a period of six months after your employment with the Company has ended) all of the business information that you will learn during your employment with the Company. This includes, but is not limited to, business information such as: our customer lists, our pricing information, our financial information, our marketing strategies, etc.

Since our employees are a highly valued part of our business, you are required to not solicit any of them (directly or indirectly) to leave the Company for at least six months after your employment has ended.

We also value all of our customers very highly. Accordingly, you are required to not solicit any of them (directly or indirectly) to cease doing business with our company for at least six months after your employment with The Company has ended.

Note that you will be eligible for bonus payments only if you are employed by the Company at the time of payment that is, you must be actively employed through June 30 to be eligible for mid-year bonus payments. Similarly, you must be actively employed through the end of the calendar year to be eligible for year-end bonus payments. Also note that bonus payments will only be made provided the company has met all financial goals and is in profitable status.

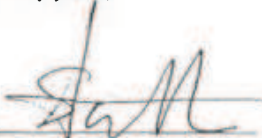
If you are terminated by the Company for any reason except cause, you will be entitled to two (2) weeks of severance pay for each full year of employment worked (based on your current annual salary not including bonus) up to a maximum of 24 weeks upon your satisfactory signage of the Company's Separation Agreement and General Release.

This Agreement is made and entered into the State of Connecticut and both you and the Company agree that the laws of Connecticut shall govern its validity and interpretation. In addition, both you and the Company agree that if there are any disputes between you and the Company regarding this employment agreement or regarding your employment with The Company, both you and the Company agree to promptly submit such disputes to final and binding arbitration before an arbitrator at Mediation Consultants in New Haven, Connecticut. The Company will pay for the cost of the arbitrator. Each side will pay for their own legal expenses. Mediation of such dispute before a mutually agreeable mediator is also possible before arbitration if the parties agree to do so.

This Agreement is the entire agreement between you and the Company regarding your employment. Only mutually agreed to changes, which have been signed by both parties, will amend this Agreement.

Please sign the acceptance of this agreement at the bottom of this page and return it to me no less than one week from the date of this letter if you decide to accept this employment offer.

Very truly yours,

By: 
Sébastien Amstutz
Breitling U.S.A., Inc.

Agreed to and accepted:

 3/13/12
Sales Rep / Date

BREITLING

Appendix A: Personal Earnings Potential / Sales Goals / Incentive Formula
(Year 2012)

Sales Person: Fred Cargian

- Sales Rep Projected Sales Budget: \$ 16,500,000
- Total Regions Projected Sales Budget: \$ 101,150,000
- Travel & Entertainment Allowance: \$ 70,000
(This includes all special events expenditures, i.e. Basel, Las Vegas, etc. except hotel charges—room only).
- Base Annual Salary: \$ 230,000
- Potential Total Bonus: \$ 55,000

There are two components to the bonus calculation as per attached spread sheet (Appendix C), contingent upon the fulfillment of the year's agreement:

• **Component (1):** it refers to the achievement of a) the annual sales (Region sell-in) measured against your annual \$ sales budget, b) the annual sales (Regions sell-in) measured against the company total \$ sales number, c) an increase of sell-out in your region of 5% versus last year and d) a target of sell-out of in-house movement (to be determined at the end of February); the potential bonus is 65% of the pre-established annual bonus.

• **Component (2):** it is based on achieving the qualitative objectives. This includes e) the number of visits, f) the opening of new qualified doors, g) an average sell-in price target, h) the writing of your call reports and i) the accomplishment of IFP1 & IFP2 trainings, as well as the overall performance review. The potential bonus is 35% of the pre-established total annual bonus.

The bonus will be distributed on two dates: one in July (midyear bonus), measured against the first half of the year sell-in target (yearly maximum of \$21,450) and is strictly a portion of the sell-in part of Component (1), part a and b. The full balance of the bonus earned is to be paid in January of the following year after the final company results are obtained (year end bonus).

The midyear bonus distribution, strictly a portion of Component (1) part a and b, is a maximum rate of 40% of the pre-established annual bonus (\$21,450) of Sales through to June 30, net of all credits and with applicable reserves divided by 48% - achieved sales' seasonality in June, to annualize the sales). Therefore the scale below of component (1) of the bonus is based on the annualized sales level for the mid-year or annual sales at year-end.

Midyear Bonus (Region Sell-in) – Component (1) a

Annualized Equivalent	2012 Sales	Annual \$'s Bonus Potential	Sales Seasonality Factor @ June	Mid-yr Sales Level	6 Months Applied ratio to Bonus Potential	Mid-year Bonus Potential
100.00%	16,500,000	16,090	48.00%	7,920,000	40.00%	6,440
90.00%		14,480	43.20%	7,128,000	30.00%	4,340
80.00%		12,870	38.40%	6,336,000	20.00%	2,570

BREITLING

Midyear Bonus (Total Regions Sell-in) – Component (1) b

Annualized Equivalent	2012 Sales	Annual \$'s Bonus Potential	Sales Seasonality Factor @ June	Mid-yr Sales Level	6 Months Applied ratio to Bonus Potential	Mid-year Bonus Potential
100.00%	115,000,000	5,360	48.00%	55,200,000	40.00%	2,140
90.00%		4,820	43.20%	49,680,000	30.00%	1,450
80.00%		4,290	38.40%	44,160,000	20.00%	860

By: 
 Sébastien Amstutz, Vice President
 Breitling U.S.A., Inc.

Agreed to & Accepted:

 3/13/12
 Sales Rep / Date

BREITLING

Appendix B: SALES REPS Marketing and Administrative Obligations

1. TIMELY ACTIVITY CALENDAR

- To be prepared once a month - before the 28th of each month
- Online Company calendar must include planned vacation / sick and personal days
- Unplanned vacation / sick and personal days to be reported to the Sales Director and Human Resources Manager

2. TIMELY STORE VISITS AND ACTIVITY REPORT

- Written activity reports to be received every Monday before 5.00pm and,
- Pictures and properly detailed comments to be transmitted via email reporting system
- Inventory Recap / watches bought by jeweler by category / with explanations re. inventory
- Customer Prospecting Report / once a month or as needed
- Call reports should include competition statistics

3. TRAININGS I AND II

- Trainings I and II to take place as defined following Baselworld 2012
- Training to be organized in collaboration with Marketing Manager
- Obtain pre-approval for any Expenses for Training Seminars by Marketing Manager. If over \$3,000 approval by President required
- Training reports with completed names to be filed quarterly with Marketing Director or via call reports

4. ADVERTISING, EVENTS & SHOWS

- Advertising and Events to be transferred to Marketing Director
- Marketing Director to be informed well ahead of time
- Obtain pre-approval for any Expenses for Events or Show by Marketing Director. If over \$3,000 approval by President required
- Watches for Shows and Events as well as Collateral materials must be pre-planned (4-6 weeks in advance) and will not be sent overnight
- Charity watches must be pre-approved by Marketing Manager or President
- Attendance at any Breitling activity/show is mandatory

5. T&E EXPENSES AND COMPANY CAR

- Please refer to "Breitling USA Travel and Entertainment Expense General Policies and Guidelines" enclosed
- Maintain a daily and detailed mileage log of the leased company vehicle use

BREITLING



February 15, 2013

Mr. Fred Cargian
422 W. 22nd St. Apt. 6
New York, NY 10011

Dear Mr. Cargian:

The Company is pleased to offer employment to you for the 2013 calendar year and beyond as an outside sales representative of Breitling USA, Inc. (hereafter "the Company"). This agreement will be automatically renewed for one (1) additional year extension unless either party terminates the contract prior to the end of the then current term. Any notification by either party must be done in writing.

As consideration for your services to the Company during the coming years, the Company will commit to the following:

1. Bi-weekly payroll payments prorated against your annual base wage agreed upon in writing at the beginning of each calendar year (Appendix A). Such bi-weekly payments will be paid in accordance with the Company's normal payroll practices that include all legal required deductions and withholdings to be taken out of such payments. However, some practices may be subject to change at management's discretion without pre-notice.
2. Eligibility for a discretionary bonus that is based upon your achieving specific sales goals as set forth in Appendix A of this agreement.
3. Medical and dental insurance coverage per our plans currently in effect.
4. Eligibility to participate in the Company's 401K retirement program and the Company's Defined Benefit pension plan.
5. Eligibility to participate in the Company's Short-Term Disability and Long-Term Disability plans.
6. Four weeks of paid vacation earned on a pro-rated basis as the year progresses.
7. The company will provide you with a leased or an owned company vehicle. The type of "company car" at your disposal will be based on senior management's corporate decision. You are obligated to maintain the vehicle in excellent working and physical condition as well as maintain a log of its use.
8. The company will provide you with a computer and digital camera. You are obligated to maintain the computer and camera in excellent working and physical condition.
9. An allowance for business related travel and entertainment expense as set forth in Appendix A. The allowance will include the expenses for one cell phone, one home/office phone line and internet access.

You are expected to totally devote all of your working time to fulfilling your duties (Appendix B) as an outside sales representative of the Company.

BREITLING USA

Your employment with the company is considered to be "employment at will" (as stated in the Company Employee Handbook), which means that both you and the Company have the right to terminate the employment relationship at any time, for any or no reason and with or without cause for such termination. Only the company's President has the authority to change such "employment at will" status and such change must be in writing and signed by the President.

The Company Employee Handbook, which contains our policies and procedures that are part of this employment agreement, is available from the Company's HR Manager for your review if not in your possession.

Please be aware that you are required to keep confidential (during your employment and for a period of six months after your employment with the Company has ended) all of the business information that you will learn during your employment with the Company. This includes, but is not limited to, business information such as: our customer lists, our pricing information, our financial information, our marketing strategies, etc.

Since our employees are a highly valued part of our business, you are required to not solicit any of them (directly or indirectly) to leave the Company for at least six months after your employment has ended.

We also value all of our customers very highly. Accordingly, you are required to not solicit any of them (directly or indirectly) to cease doing business with our company for at least six months after your employment with The Company has ended.

Note that you will be eligible for bonus payments only if you are employed by the Company at the time of payment that is, you must be actively employed through June 30 to be eligible for mid-year bonus payments. Similarly, you must be actively employed through the end of the calendar year to be eligible for year-end bonus payments. Also note that bonus payments will only be made provided the company has met all financial goals and is in profitable status.

If you are terminated by the Company for any reason except cause, you will be entitled to two (2) weeks of severance pay for each full year of employment worked (based on your current annual salary not including bonus) up to a maximum of 24 weeks upon your satisfactory signage of the Company's Separation Agreement and General Release.

This Agreement is made and entered into the State of Connecticut and both you and the Company agree that the laws of Connecticut shall govern its validity and interpretation. In addition, both you and the Company agree that if there are any disputes between you and the Company regarding this employment agreement or regarding your employment with The Company, both you and the Company agree to promptly submit such disputes to final and binding arbitration before an arbitrator at Mediation Consultants in New Haven, Connecticut. The Company will pay for the cost of the arbitrator. Each side will pay for their own legal expenses. Mediation of such dispute before a mutually agreeable mediator is also possible before arbitration if the parties agree to do so.


This Agreement is the entire agreement between you and the Company regarding your employment. Only mutually agreed to changes, which have been signed by both parties, will amend this Agreement.

Please sign the acceptance of this agreement at the bottom of this page and return it to me no less than one week from the date of this letter if you decide to accept this employment offer.

Very truly yours,

By: 
Sébastien Amstutz
Breitling U.S.A., Inc.

Agreed to and accepted:

 3/1/13
Sales Rep / Date

BREITLING

Appendix A: Personal Earnings Potential / Sales Goals / Incentive Formula
(Year 2013)

Sales Person: Fred Cargian

- Sales Rep Projected Sales Budget: \$ 11,200,000
- Base Annual Salary: \$ 196,000
- (Number excludes Tourneau's sales in your territory)
- Potential Total Bonus: \$ 46,700
- Total Regions Projected Sales Budget: \$ 98,200,000
- Travel & Entertainment Allowance: \$ 45,000
- (This includes all special events expenditures, i.e. Basel, Las Vegas, etc. except hotel charges—room only).

There are two components to the bonus calculation as per attached spread sheet (Appendix C), contingent upon the fulfillment of the year's agreement:

- **Component (1):** it refers to the achievement of a) the annual sales (Region sell-in) measured against your annual \$ sales budget, b) the annual sales (Regions sell-in) measured against the company total \$ sales number, c) an increase of sell-out in your region of 5% versus last year, d) an increase of sell-out of 10% vs. last year by Tourneau and e) a target of sell-out of in-house movement of 20% of the total sell-out; the potential bonus is 60% of the pre-established annual bonus.
- **Component (2):** it is based on achieving the qualitative objectives. This includes f) an average sell-in price target of \$4,800, g) the opening of two new qualified doors, and h) an overall quality of work bonus based on reporting, training, visits & planning and respect of company rules and policies. The potential bonus is 40% of the pre-established total annual bonus.

The bonus will be distributed on two dates: one in July (midyear bonus), measured against the first half of the year sell-in target (yearly maximum of \$15,428) and is strictly a portion of the sell-in part of Component (1), part a and b. The full balance of the bonus earned is to be paid in January of the following year after the final company results are obtained (year end bonus).

The midyear bonus distribution, strictly a portion of Component (1) part a and b, is a maximum rate of 40% of the pre-established annual bonus (\$15,428) of Sales through to June 30, net of all credits and with applicable reserves divided by 45% - achieved sales' seasonality in June, to annualize the sales). Therefore the scale below of component (1) of the bonus is based on the annualized sales level for the mid-year or annual sales at year-end.

Midyear Bonus (Region Sell-in) – Component (1) a

Annualized Equivalent	2013 Sales	Annual \$'s Bonus Potential	Sales Seasonality Factor @ June	Mid-yr Sales Level	6 Months Applied ratio to Bonus Potential	Mid-year Bonus Potential
100.00%	11,200,000	9,818	45.00%	5,040,000	40.00%	3,930
90.00%		8,840	40.50%	4,536,000	30.00%	2,650
80.00%		7,850	36.00%	4,032,000	20.00%	1,570

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Midyear Bonus (Total Regions Sell-in) – Component (1) b

Annualized Equivalent	2013 Sales	Annual \$'s Bonus Potential	Sales Seasonality Factor @ June	Mid-yr Sales Level	6 Months Applied ratio to Bonus Potential	Mid-year Bonus Potential
100.00%	98,200,000	5,610	45.00%	44,190,000	40.00%	2,240
90.00%		5,050	40.50%	39,771,000	30.00%	1,520
80.00%		4,490	36.00%	35,352,000	20.00%	900

Agreed to & Accepted:

By: _____
 Sébastien Amstutz, Vice President
 Breitling U.S.A., Inc.

Mary 3/1/13
 Sales Rep / Date

BREITLING

Appendix B: SALES REPS Marketing and Administrative Obligations

1. TIMELY ACTIVITY CALENDAR

- To be prepared once a month - before the 28th of each month
- Online Company calendar must include planned vacation / sick and personal days
- Unplanned vacation / sick and personal days to be reported to the Sales Director and Human Resources Manager

2. TIMELY STORE VISITS AND ACTIVITY REPORT

- Written activity reports to be received every Monday before 5.00pm and,
- Pictures and properly detailed comments to be transmitted via email reporting system
- Inventory Recap / watches bought by jeweler by category / with explanations re. inventory
- Customer Prospecting Report / once a month or as needed
- Call reports should include competition statistics

3. TRAININGS I AND II

- Trainings I and II to take place as defined following Baselworld 2012
- Training to be organized in collaboration with Marketing Manager
- Obtain pre-approval for any Expenses for Training Seminars by Marketing Manager. If over \$3,000 approval by President required
- Training reports with completed names to be filed quarterly with Marketing Director or via call reports

4. ADVERTISING, EVENTS & SHOWS

- Advertising and Events to be transferred to Marketing Director
- Marketing Director to be informed well ahead of time
- Obtain pre-approval for any Expenses for Events or Show by Marketing Director. If over \$3,000 approval by President required
- Watches for Shows and Events as well as Collateral materials must be pre-planned (4-6 weeks in advance) and will not be sent overnight
- Charity watches must be pre-approved by Marketing Manager or President
- Attendance at any Breitling activity/show is mandatory

5. T&E EXPENSES AND COMPANY CAR

- Please refer to "Breitling USA Travel and Entertainment Expense General Policies and Guidelines" enclosed
- Maintain a daily and detailed mileage log of the leased company vehicle use

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EXHIBIT J

A-213

Message

From: Chuck Anderson [/O=BREITLINGUSA/OU=CT/CN=RECIPIENTS/CN=CHARLES]
Sent: 5/29/2012 7:11:13 PM
To: Fred Cargian [fred.cargian@breitlingusa.com]
Subject: Sales Rep Monthly Information.xls
Attachments: .Sales Rep Monthly Information.xls

Fred

Here is your up to date spreadsheet for LV

Thanks

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Tuesday, October 29, 2013 9:09:08 AM Eastern Daylight Time

Subject: FW: NE1 June 30 2012 results.xls
Date: Tuesday, October 29, 2013 9:04:58 AM Eastern Daylight Time
From: Thierry Prissert
To: Sebastien Amstutz

Thierry Prissert
President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180
Fax: 203.762.1178
Email: Thierry.Prissert@breitlingusa.com
Check our website at: www.breitling.com

From: Chuck Anderson <charles.anderson@breitlingusa.com>
Date: Monday, July 16, 2012 10:19 AM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Thierry Prissert <thierry.prissert@breitlingusa.com>, Sebastien Amstutz <sebastien.amstutz@breitlingusa.com>
Subject: NE1 June 30 2012 results.xls

Fred,

Good morning. Hope you are well.

Attached are your June 30 results. Please review them carefully and let us know your thoughts.
% of budget achieved: 37.56%
% increase/decrease in dollars to 2011: -17.01%

There are some concerns with the results particularly in the stores in MD/VA. Lenkersdorfer, L&B Va and Smyth are performing pretty well but the others are lagging behind. I would suggest setting up some trainings for that market in the near future to hopefully take advantage of the holiday season. The sell in units are trailing the sellout units in many of these doors.

We are also in need of some new business in your region. In January, you proposed a new business budget of \$800,000 and we have yet to open a door. Please advise if you have any you are considering besides the new Northeastern door. The mix of brands is a bit of a concern in that location for new business.

Thank you,

Chuck Anderson
Sales Director
Breitling USA
Hangar 7
206 Danbury Rd
Wilton, CT 06897
USA
Office 203-762-1180 Ext 371
Fax 888-875-2729

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BREITLING_593

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Message

From: Chuck Anderson [/O=BREITLINGUSA/OU=CT/CN=RECIPIENTS/CN=CHARLES]
Sent: 8/13/2012 12:55:25 PM
To: Fred Cargian (fred.cargian@breitlingusa.com)
CC: Thierry Prissert (thierry.prissert@breitlingusa.com)
Subject: YTD sales

Fred,

One thing I noticed on your YTD is the average price of pieces sold is the lowest of the regions at \$4115. We are pushing to be no less than \$4300 this year. Looking at your units if you were to match the BUSA average this year it would be nearly 500K additional in dollars, reducing your shortfall. Please keep it mind to raise it by year end.

Thank you

Chuck Anderson
Sales Director
Breitling USA
Hangar 7
206 Danbury Rd
Wilton, CT 06897
USA
Office 203-762-1180 Ext 371
Fax 888-875-2729
charles.anderson@breitlingusa.com
Please check our website at www.breitling.com

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BREITLING_1663

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From: Thierry Prissert
Sent: Wednesday, September 26, 2012 10:54 PM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Chuck Anderson <charles.anderson@breitlingusa.com>
Subject: Your region results Year to date

Dear Fred,

I am following up on the year to date results in you region at the end of August.

We are very concerned that the results in your region are still far behind expectations and also the only region double digit down versus last year numbers.

As shown in the Reno meeting, you are -19% versus 2011 in sell in \$ (the only other region behind last year is -3% versus last year). You sold 25% less units this year than last year so far (at the end of august).

The average price of unit sold in your area is also the lowest (\$4,093) of our 7 regions (goal for this year is \$4300)

In 2011 , your territory was already the least performing one (growth over 2010) which means , as we discussed several times, that Breitling business is "melting" in the Northeast 1 and we are loosing market share in your area since January 2010.

I am very concerned that you might not reach **any** of the goals, we set in January ,(quantitative and qualitative) for your territory as there is only 3 more months until the end of the year (hope to see progress on results in September).

We have discussed with You and Chuck, several time, planning and managing your time, store visits and looking for new business opportunities ;You told me in April and in July "not to worry, my second semester will be strong.."

We are running out of time !

We will be together next week and please feel free to express your plan and strategy for this last trimester in order to change the course of your year.

We all need it to happen.

Thank You

Have a good end of the week.

Thierry Prissert
President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180

Fax: 203.762.1178

Email: Thierry.Prissert@breitlingusa.com

Check our website at: www.breitling.com

BREITLING_9118

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Diana Figueroa

From: Chuck Anderson
Sent: Monday, April 28, 2014 8:55 AM
To: Diana Figueroa
Subject: FW: September sales review
Attachments: YTD Sell in and Sell out all territories.xls; YTD Sales 2012.xlsx; Market Share analysis 2012.xlsx; Sales Rep Monthly Information.xls; Fred.xlsx; DOOR VISITS '2012 - NE1-FRED.xls

Chuck Anderson
 National Sales Director

BREITLING USA
 Hangar 7
 206 Danbury Road
 Wilton, CT 06897
 USA

Phone: 203 762 1180 ext: 371
 Fax: 888.875.2729
 Email: charles.anderson@breitlingusa.com
 Check our website at: www.breitling.com

From: Chuck Anderson <charles.anderson@breitlingusa.com>
Date: Friday, October 5, 2012 at 12:52 PM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Thierry Prissert <thierry.prissert@breitlingusa.com>
Subject: September sales review

Fred,

I wanted to send along YTD results with a few comments to each of you and I realize there a lot of information here. Please take the time to read, review and digest it – the market share analysis is great topic to discuss with stores.

While BUSA had a good month overall in dollar sell in, there are still concerns that I feel should be pointed out so if there are improvements that can be made to finish the year best as possible, we need to do it. Our sell in overall was one of the best months of the year, however, a large portion of it was artificial rather than growth from within our existing network – we opened a lot of new doors. With respect to your region, we see that the total sell in is the most challenged area for BUSA down 19.9% versus 2011 YTD. The total sell in and sell out rank 4th for all 7 regions in units. With respect to percentage decrease in each category, sell in has the highest decrease in total units at -25% and sell out is the second highest decrease at -18.8% when comparing to 2011 YTD results. The average price also ranks the lowest of the regions at \$4081.00 – as mentioned a few months back, the difference between BUSA average price and NE1 is \$300 per watch – that multiplied by total unit sell in is an additional \$640,000 in sales. Truthfully, my expectation would be that this region be one of the highest average prices in the nation. After reviewing 2011, there were no new door openings in September and this year you had 1 new door opening with Tiny Jewel Box. Your sell in for September was down 30%. It is relevant to take notice that \$150,000 of the \$588,000 generated in September came from outside the business expected from the comp stores. If we remove this, the comp business in the region was down 48% for the month comparing apples to apples. Total sell in would have been \$438,000 for your region last month compared to \$841,000 in 2011. Certainly every dollar counts and we can't discount that fact, but there should be opportunity for sell in based on these September sales. If we believe we are in the right jewelers, we have to believe we are not doing the right job educating them on how to sell our product.

The remaining three months are crucial for your region and without a quality schedule of planned visits to finish the year, we will continue to struggle. The next three months totaled 3 million dollars for you in 2011. Plan accordingly and

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intelligently so the region is covered, we need to be aggressive with our travels and not hold anything back. We have a group goal and it will require every sale being made regardless of individual goals. I suggest you continue to search for new business, reviewing competitor websites and speaking to other sales representatives. So far we have one door in your market. In theory, we should be slightly ahead in dollars in all regions for comp doors, considering we had price increases last year, with an expected drop in sell in units. In order to achieve your reduced goal it would require sales of 6.7 million in three months – daunting indeed. I can't stress to you enough that getting the most from the region will take a very aggressive travel schedule that is well planned so that your timing to the key doors is right based on their buying patterns. If you can't afford to take office days, then don't. The more you visit the more you sell. Getting the most from the region will take extra hours and energy – there is simply no way around it. Every extra visit you can make this year will only help achieve this goal. Please think about it, review the calendar and do what makes you the most profitable.

We ask that you keep visiting, keep training, keep speaking about the sales with the staff and educate them on the Breitling Challenge – travel with the log in information and write in on a card that you leave behind for everyone if need be. We have to drive the sellout and we can't say it enough. It is all we have to drive the sell in which is why we speak about the nature of the visit so often. The months ahead are not small and it will literally take replacing every unit you see go out the door. I would also pay close attention to any additional exchanges you make to clean up stock. We gave the leeway to not be at 2 to 1 but would push even here if you have others planned. Set goals for the stores that are not making the grade – present the goal and explain we need to be at that level of business to continue the relationship. They need to know and they need to work harder on their own. This way there are no surprises.

We also had a few unexpected surprises last month: our sell out to took a big hit overall (down 23%) and after a couple improved months at Tourneau, we had a drop of 30% again. Our sell out is driven by one thing – good quality visits and attention at the store level. We need a great effort from everyone to finish strong. We can't afford to leave any units on the table.

Pay close attention to what you are selling in – we all need the average in your region price to drastically increase. It should not be lowest of all regions.

Here to help in any way we can.
Thank you . Have a good weekend.

Chuck Anderson
Sales Director
Breitling USA
Hangar 7
206 Danbury Rd
Wilton, CT 06897
USA
Office 203-762-1180 Ext 371
Fax 888-875-2729
charles.anderson@breitlingusa.com
Please check our website at www.breitling.com

Diana Figueroa

From: Chuck Anderson
Sent: Monday, April 28, 2014 8:50 AM
To: Diana Figueroa
Subject: FW: YTD sales sheet
Attachments: YTD Sales 2013 - May.xlsx; ATT00001..htm

Chuck Anderson
National Sales Director

BREITLING USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203 762 1180 ext: 371
Fax: 888.875.2729
Email: charles.anderson@breitlingusa.com
Check our website at: www.breitling.com

From: Thierry Prissert <thierry.prissert@breitlingusa.com>
Date: Tuesday, June 4, 2013 at 9:27 AM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Chuck Anderson <charles.anderson@breitlingusa.com>
Subject: Fwd: YTD sales sheet

Hello Fred

Hope you made it back home safe and sound.

As the sheet attached show ,I am concerned in the trend of your numbers.
After a good start (first 2 months) you have done less last year every month with a big drop in May (despite opening a door)
We heave been repeating again and again that your schedule of visits Is too light and that you should spend more time at the store
influencing sellout .
Your results of selling Els watch ,moving pieces using the end of the month spiff or your mid of the pack ranking in the captain contest
show me that you are not really using all the tools you have or capitalizing on opportunities.
In other words, you keep doing it your ways and ate the pace you think is right.
I just want to reiterate that achieving your target is key to us and for you (especially this year ,after your region has been reduced so
you can focus on less accounts and be more productive).

Finally, I want you to succeed and achieve your goals but I am just not sure you are doing all that you can and need to be doing to
make it happen.

Thank you
Regards

Ps: Please update your Calendar.

Thierry Prissert
President

Breitling USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA

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Phone: 203.762.1178 ext. 343
Fax: 203.762.1178
Email: thierry.prissert@breitlingusa.com
Check our website at: www.breitling.com

Begin forwarded message:

From: Susan McDonald <susan.mcdonald@breitlingusa.com>
Date: June 3, 2013, 1:10:40 PM EDT
To: Thierry Prissert <Thierry.Prissert@breitlingusa.com>, Chuck Anderson <charles.anderson@breitlingusa.com>
Subject: YTD sales sheet

Hello,

Here are the May YTD sales.

Susan

A-221

EXHIBIT K

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BREITLING USA

2012 GOALS & OBJECTIVE



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YOUR 2012 FORECAST

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	rep forecast	SELL IN 2011	Diff Vs 2011
	2012	2011	
FRED	21,375,000	18,767,811	2,607,189
ANNIE	14,845,000	13,735,612	1,109,388
JOSH	20,100,000	17,953,916	2,146,084
RICK	11,645,000	11,234,582	410,418
PATRICK	11,925,000	10,856,124	1,068,876
BRIAN	19,475,000	16,688,573	2,786,427
BETH	12,175,000	13,475,981	(1,300,981)
Total:	111,540,000	102,712,599	8,827,401
	109%		



BREITLING

SELL-IN IN UNITS AND \$

	2011 Sell In \$	2011 units	2012 units Goal	Avg 2011 (Sept-dec 2011) \$	2012 Sell In \$ Goal
	Excluding Tourneau		+5% VS LY	4,300	
FRED	\$ 14,727,693	3,557			
ANNIE	\$ 11,853,829	3,233			
JOSH	\$ 15,834,206	4,044			
RICK	\$ 10,455,913	2,685			
PATRICK	\$ 9,949,222	2,651			
BRIAN	\$ 14,230,513	3,205			
BETH	\$ 10,798,534	3,028			
	\$ 87,849,910	22,403	23,523		\$ 101,149,545
	Average price 2011:	\$ 3,879	105%		



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BREITLING USA

2012 SALES SEMINAR
ORLANDO, FL



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SELL IN 2011

BREITLING

	Total Visits	Ave Visit Per Wk.	Wks. Rep	Total Sold in in Dollars*	% 2011 vs. 2010*	Units sold in 2011*	% 2011 vs. 2010*	Ave. Price Sold In*
Fred	182	5.87	31	\$14,727,693	+10%	3,557	-9%	\$3,875
Annie	231	5.63	41	\$11,853,829	+44%	3,233	+25%	\$3,667
Josh	291	6.47	46	\$15,834,206	+42%	4,044	+19%	\$3,915
Rick	132	6.29	21	\$10,455,913	+12%	2,685	0%	\$3,894
Patrick	226	5.38	42	\$9,949,222	+35%	2,651	+17%	\$3,753
Brian	293	7.33	40	\$14,230,513	+34%	3,205	+9%	\$4,440
Beth	224	4.87	46	\$10,798,534	+44%	3,028	+28%	\$3,566
Totals	1,579	5.97		\$87,849,910	+23.5%	22,403	+10%	\$3,879



* Excludes Tourneau

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TOURNEAU**BREITLING**

	Tourneau Sell in 2011	% of Total Sales	2011 vs. 2010	Tourneau Sell out 2011
Fred	\$4,040,118	21.5%	- \$538,271	\$2,613,722
Annie	\$1,881,783	13.7%	+ \$163,191	\$1,215,278
Josh	\$2,119,710	11.8%	+ \$146,344	\$1,063,084
Rick	\$778,669	6.9%	- \$51,983	\$327,130
Patrick	\$906,902	8.4%	+ \$231,525	\$586,257
Brian	\$2,458,060	14.7%	- \$190,682	\$1,584,482
Beth	\$2,677,447	19.8%	+ \$480,965	\$1,729,835
Totals	\$14,862,689	14.6%	\$241,089	\$9,119,788



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BREITLING

**RESULTS
OF
2011:
A GOOD YEAR!**



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BREITLING

	SELL IN 2011	GOAL 2011	SELL IN 2010	2011 VS Goal	% VS Goal	2011 vs. 2010
Fred	\$18,767,811	\$23,760,000	\$17,917,166	\$(4,992,189)	79.0%	105%
Annie	\$13,735,612	\$13,590,000	\$9,962,495	\$ 145,612	101.1%	138%
Josh	\$17,953,916	\$17,470,000	\$13,106,233	\$ 483,916	102.8%	137%
Rick	\$11,234,582	\$13,445,000	\$9,998,534	\$(2,210,418)	83.6%	112%
Patrick	\$10,856,124	\$10,545,000	\$8,055,513	\$ 311,124	103.0%	135%
Brian	\$16,688,573	\$17,190,000	\$13,303,180	\$ (501,427)	97.1%	125%
Beth	\$13,475,981	\$13,175,000	\$9,705,195	\$ 300,981	102.3%	139%
Total:	\$102,712,599	\$109,175,000	\$82,048,316	\$(6,462,401)	94%	125%

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BREITLING

**Welcome to the
2013
Sales Meeting
Sea Island, Georgia**



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Point of Sales 2012

BREITLING

	Total Doors 2012	Total Doors 2011	Bentley Doors 2012	2012 Opened Doors	2012 Closed Doors	Total Visits	Ave Visit Per Wk.	Wks. Rep
Fred	41	40	25	4	3	332	7.72	43
Annie	41	46	15	1	6	235	6.91	34
Josh	48	47	26	9	8	292	6.34	46
Rick	37	40	22	4	7	133	4.92	27
Patrick	39	40	14	4	5	219	5.91	37
Brian	39	44	30	3	8	366	7.95	46
Beth	37	38	24	4	5	228	4.95	46
Totals	282	295	159	29	42	1,805	6.48	279



Sell In 2012

BREITLING

	Total Sold in in Dollars	% 2012 vs 2011	Units sold in 2012	% 2012 vs 2011	Ave. Price Sold In
Rick	\$11,321,437	+8.28%	2,467	-8.80%	\$4,589
Beth	\$11,846,238	+7.51%	2,588	-13.70%	\$4,577
Josh	\$16,627,343	+5.99%	3,649	-9.41%	\$4,557
Brian	\$14,637,893	+4.71%	2,936	-12.30%	\$4,986
Patrick	\$10,004,033	+0.55%	2,076	-23.01%	\$4,819
Annie	\$11,937,231	-0.40%	2,678	-17.62%	\$4,458
Fred	\$12,899,581	-6.79%	2,987	-16.49%	\$4,319
House	\$19,163,438	+1.64%	4,306	-18.04%	\$4,449
Totals	\$108,437,194	+2.53%	23,686	-14.97%	\$4,578

Average Price 2011 \$3,879

INSTRUMENTS FOR PROFESSIONALS™

BREITLING_9065

Goals 2012

BREITLING

	Total Sold in in Dollars	Revised Goal 2012	Difference sales to goal	% of Goal Achieved
Rick	\$11,321,437	\$11,300,000	\$21,437	100%
Josh	\$16,627,343	\$16,800,000	(\$172,657)	98.97%
Brian	\$14,637,893	\$15,200,000	(\$562,107)	96.30%
Beth	\$11,846,238	\$12,400,000	(\$553,762)	95.53%
Patrick	\$10,004,033	\$10,700,000	(\$695,967)	93.50%
Annie	\$11,937,231	\$13,200,000	(\$1,262,769)	90.43%
Fred	\$12,899,581	\$15,400,000	(\$2,500,419)	83.76%
Totals	\$89,273,756	\$95,000,000	(\$5,726,244)	93.97%

A-234

EXHIBIT L

A-235



Message

From: Marie Bodman [/O=BREITLINGUSA/OU=CT/CN=RECIPIENTS/CN=MARIEB]
Sent: 10/20/2010 7:21:51 AM
To: Fred Cargian (fred.cargian@breitlingusa.com)
Subject: Re: Call Reports

Just want to prepare you because I care !

Sent wirelessly via BlackBerry from T-Mobile

From: fredcar@breitlingusa.com
Date: Wed, 20 Oct 2010 02:17:59 +0000
To: Marie Bodman
ReplyTo: fredcar@breitlingusa.com
Subject: Re: Call Reports

Marie, it was a four day week. I went again to Kenjo on 57th and TimeMachine. I was just there so I am not repeating. Getting orders are harder and harder with a lot of office time. My numbers represent my efforts and are supported by my contract. I know how hard I work but very rarely get recognized for it. Life will go on if others don't see it. I know it.

Sent from my Verizon Wireless BlackBerry

From: "Marie Bodman"
Date: Tue, 19 Oct 2010 21:57:16 -0400
To: Fred Cargian
Subject: RE: Call Reports

my problem.. and I will not care very soon anymore. (but I should warn you that the next wave of leader will not accept it)
is that visiting 4 doors in 4 days
is not what someone who makes over 200K a year can keep on doing .
that is all..

Marie Bodman
BREITLING USA
Hangar 7
206 Danbury Road
Willon, Ct 06897
Phone:203 762.1180 x325
Email: mbodman@breitlingusa.com

From: Fred Cargian
Sent: Tue 10/19/2010 9:53 PM
To: Marie Bodman
Subject: Re: Call Reports
None here You?

Sent from my Verizon Wireless BlackBerry

A-236

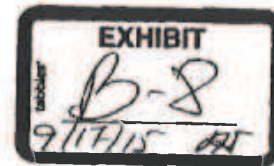
From: "Marie Bodman"
Date: Tue, 19 Oct 2010 21:49:51 -0400
To: Fred Carglan
Subject: RE: Call Reports

if I had something to say I would say "very light week "
4 doors and 2 in NY!! Is there a problem?
Marie Bodman
BREITLING USA
Hangar 7
206 Danbury Road
Wilton, Ct 06897
Phone:203.762.1180 x325
Email: mbodman@breitlingusa.com

From: Fred Carglan
Sent: Tue 10/19/2010 9:42 PM
To: Marie Bodman; Thierry Prissert; Lisa Roman; Chuck Anderson; Davina Sievwright; John Geoghegan; Roby Totten
Subject: Call Reports
Please find the following call reports updated with pictures and the store pcs count attached;
Moonlite 10/15
Tourneau 52nd Street - 10/14
Tourneau Corp - 10/14 - no pic, update sent last week.
London Manhasset - 10/16
Fred Carglan
Sales Representative
Breitling USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA
Phone: 203 762.1180 ext. 315
Fax : 203 762.1178
Check our website at www.breitling.com

A-237

EXHIBIT M



Message:

From: Fred Cargian [/O=BREITLINGUSA/OU=CT/CN=RECIPIENTS/CN=FREDC]
Sent: 6/14/2011 2:25:31 PM
To: Thierry Prissert [thierry.prissert@breitlingusa.com]
CC: Chuck Anderson [charles.anderson@breitlingusa.com]
Subject: RE: Call Reports

Hey Thierry;

Yes, Monday was a travel day. Tuesday was an office day. Wednesday I dialed for dollars because we were having a price increase. I'm still not sure why my accounts were unaware of the price increase, the letter did not reach them? Or, are they just lazy?

I did manage to get 620k of orders week which was fantastic and made a zillion calls till late on Wednesday, Thursday and Friday after my Throggs Neck visit. And, after the 3pm summer hours.

I have to make my bonus. I have responsibilities like everyone else.

I only wish I was sitting around having margaritas while I am not at a store as you all seem to think.

Fred Cargian

Sales Representative

Breitling USA

Hangar 7

206 Danbury Road

Wilton, CT 06897

USA

Phone: 203.762.1180 ext. 315

Fax : 203.762.1178

Check our website at www.breitling.com

From: Thierry Prissert
Sent: Tue 6/14/2011 9:55 AM
To: Fred Cargian
Cc: Chuck Anderson
Subject: RE: Call Reports

Hello Fred,

I have to say I am almost speechless when I read you call report.

You came back from Vegas Monday June 6.

No visits on June 7 and 8 ..?!!

On May 9, when we met in NYC.. we stayed 5 minutes at Time machine, looked at cartier and say hello to a few people.

You cruised by Wempe and Kenjo between breakfast (9.30 am) and your Tourneau Meeting at 11am .?!!

On Friday you visited one account.

Total for the week= 3 visits

This is not at all what I expect from you or any other rep , further more that we agreed to reduce your territory last Thursday (because you said you were overwhelmed and was working too much)and expect you to schedule travel and visit more accounts every week.

Also we would need you to post picture when you visit accounts.

Looking forward to see how you manage your time and travel in the next few week to visit your accounts and manage your business.

Thank You

Regards

Thierry Prissert
Breitling USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
Phone: 203.762.1180 ext. 317
Fax: 203.762.1178
Check our website at www.breitling.com

From: Fred Cargian

Sent: Tuesday, June 14, 2011 8:53 AM

To: Thierry Prissert; Chuck Anderson; Lisa Roman; Roby Totten; Davina Sievwright

Subject: Call Reports

Please find the following call reports updated;

Wempe 6/9 -

Stopped by with Chuck. Rudy has hired two people now from Tourneau. This store really needs a remodel. I hope they do it soon. Their stands in the cases are not sturdy, the brands in the store are just placed haphazardly. YTD sales of 265k/73 pcs as opposed to last year 759k/104 pcs. We will never catch the sales without including the VIP's. Sorry, no picture.

Kenjo West 57th 6/9 -

This store is loading up with merchandise. Based on what our decision is with this door going forward, this might be a problem. 57th Street has 112 pcs on hand and Wall Street has 67pcs on hand. Their YTD sales are up a bit, 487k/129 pcs, last year 425k/137pcs...our prices have gone up! Steve and Kenny were not there, a Jewish holiday of some sort. Chuck and I stopped by. I do have to say again, the staff here knows and loves the product. I will be sad to see them go. No construction as of yet. Sorry, no picture.

Througs Neck 6/10 -

These guys are really getting their act together. Their store is doing much better. They are catching up on their bill and they placed a nice pre price increase order. YTD sales 112k/30pcs over last year when they were basically closed 22k/7pcs. I had lunch with John after. He said they had a great Mother's Day, of course mostly because of Pandora. Pandora is off the charts. The store is looking good too.

Tourneau TimeMachine 6/9 -

We've all seen the pictures. I think it all is starting to look good. My concern is the "wall". The store now has an open feel to it, making it more inviting. That's great but that wall could be a blocker if not placed correctly. The sales here still disappointing. 7th in the chain, down almost 60% YTD. Litsi Yahes from the 52nd Street store is the new manager and started last week. Maybe she will do wonders. Let's hope. Looking forward to our remodel. No additional pictures.

Tourneau Corporate 6/9 -

Chuck and I met with Frank. We confirmed and corrected price changes. And, we ordered the Brown and Green bezel Skyracers.

Take care all

Fred Cargian
Sales Representative
Breitling USA
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USA
Phone: 203.762.1180 ext. 315
Fax : 203.762.1178
Check our website at www.breitling.com

A-241

EXHIBIT N

-----Original Message-----

From: Chuck Anderson
Sent: Wednesday, February 15, 2012 11:31 AM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Subject: Re: 2012 Budget

Fred

I agree we have our challenges this year to make budgets as we do every year. But as we discussed in Florida, we will have to approach it differently from every aspect.

Our jobs have evolved and our adaption to the new Breitling is our only hope for success. I quickly received your call reports and believe it worthwhile to take note of the office days. We returned on Feb 2 from Florida and expected most to catch up on calls and organize themselves on Friday that week. My surprise was to see office days on Monday and Tuesday last week- meaning there were three in a row. We simply can't stay behind our desks and accomplish our goals. This week you met with Tourneau on Monday and spent the remainder of the day in your office. I believe yesterday was spent in the office as well before you will head north to see your accounts upstate the remainder of the week. Next week you will hopefully enjoy your time off.

Looking at the month, there are

not a lot of visits (maybe 11 or so) and we agreed that planning much further in advance and traveling more aggressively is imperative. Tourneau is taking too much of your time and maybe we can find a way to take some of that off your plate. Michael will have to do more and if we need to address that with Jim, Larry or Richard we will. Your value is being in the stores spreading our message, educating and selling. Every unit will matter in the end and every sale will account for something.

I/we are here to help in

any way we can but we have to do it together. The times have changed and they are more demanding of all of us. Plan your time further out and it will make life easier for you. You have made changes that you tell me have made a difference in your efficiency and there are more that can be made. It will take a little time to organize it but in the end, productivity will go up and you will have more time for yourself.

I believe we can do this budget
but only if we are willing to fight for it everyday. Speak to you later.

Chuck Anderson
Sales Director

BUSA
206 Danbury Rd
Wilton, CT
06897

www.breitling.com

On Feb 14, 2012, at 5:34 PM, "Fred Cargian"
<fred.cargian@breitlingusa.com> wrote:

> Please see attached. I'm not sure
> any of us are going to make our bonus. ☹

>

> Fred Cargian

> NE Sales

Representative

> Breitling USA

> Hangar 7

> 206 Danbury Road

> Wilton, CT

06897

> USA

> Phone: 203.762.1180 ext. 315

> Fax : 203.762.1178

> Check our

website at www.breitling.com

>

> <NE1 projection with goal 2012.xls>

A-244

EXHIBIT O

A-245

Tuesday, October 29, 2013 9:09:08 AM Eastern Daylight Time

Subject: FW: NE1 June 30 2012 results.xls
Date: Tuesday, October 29, 2013 9:04:58 AM Eastern Daylight Time
From: Thierry Prissert
To: Sebastien Amstutz

Thierry Prissert
President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180
Fax: 203.762.1178
Email: Thierry.Prissert@breitlingusa.com
Check our website at: www.breitling.com

From: Chuck Anderson <charles.anderson@breitlingusa.com>
Date: Monday, July 16, 2012 10:19 AM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Thierry Prissert <thierry.prissert@breitlingusa.com>, Sebastien Amstutz <sebastien.amstutz@breitlingusa.com>
Subject: NE1 June 30 2012 results.xls

Fred,

Good morning. Hope you are well.

Attached are your June 30 results. Please review them carefully and let us know your thoughts.

% of budget achieved: 37.56%

% increase/decrease in dollars to 2011: -17.01%

There are some concerns with the results particularly in the stores in MD/VA. Lenkersdorfer, L&B Va and Smyth are performing pretty well but the others are lagging behind. I would suggest setting up some trainings for that market in the near future to hopefully take advantage of the holiday season. The sell in units are trailing the sellout units in many of these doors.

We are also in need of some new business in your region. In January, you proposed a new business budget of \$800,000 and we have yet to open a door. Please advise if you have any you are considering besides the new Northeastern door. The mix of brands is a bit of a concern in that location for new business.

Thank you,

Chuck Anderson
Sales Director
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USA
Office 203-762-1180 Ext 371
Fax 888-875-2729

Page 1 of 2

BREITLING_593

A-246

EXHIBIT P

A-247



From: Thierry Prissert
Sent: Monday, July 23, 2012 3:43 PM
To: Fred Cargian
Cc: Chuck Anderson; Sebastien Armstutz
Subject: mid year Bonus on your region sell in and total regions sales bonus as of june 30th,2012.

Hello Fred,

You have reached 37.6% (\$6,197,630) of your \$16,500 000.

In theory (per your contract) you would not receive any mid year bonus as you achieved less then 38.4% of your goal

Your reduced region target is now \$15,400,000 (\$1,100,000 reduction)

Reduction of 7%.

We will take in consideration this reduction to calculate your mid year bonus.

Therefore you have achieved (based on new \$15,400,000) 40% and will receive \$2570 as per appendix A of your contract component 1A)

As far as the global goal , we have reached \$41,471745 at June 30th,2012 (based on \$101,000,000 without Tourneau) which represent 41.1% and you will receive a \$860 bonus (as per appendix B of your contract component 1B)

Total Mid Year Bonus: \$3,430

Hope you can catch up to the \$15,400,000 target.

Thank You

Any question please don't hesitate to contact us.

Good luck to you

Have a good week

Thierry Prissert

BREITLING_8770

A-248

President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180
Fax: 203.762.1178
Email: Henry.Presser@breitlingusa.com
Check our website at: www.breitling.com

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EXHIBIT Q

A-250

Message

From: Chuck Anderson [/O=BREITLINGUSA/OU=CT/CN=RECIPIENTS/CN=CHARLES]
Sent: 8/13/2012 12:55:25 PM
To: Fred Cargian [fred.cargian@breitlingusa.com]
CC: Thierry Prissert [thierry.prissert@breitlingusa.com]
Subject: YTD sales

Fred,

One thing I noticed on your YTD is the average price of pieces sold is the lowest of the regions at \$4115. We are pushing to be no less than \$4300 this year. Looking at your units if you were to match the BUSA average this year it would be nearly 500K additional in dollars, reducing your shortfall. Please keep it mind to raise it by year end.

Thank you

Chuck Anderson
Sales Director
Breitling USA
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Please check our website at www.breitling.com

****CONFIDENTIAL****

BREITLING_1663

A-251

EXHIBIT R

From: Thierry Prissert
Sent: Wednesday, September 26, 2012 10:54 PM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Chuck Anderson <charles.anderson@breitlingusa.com>
Subject: Your region results Year to date

Dear Fred,

I am following up on the year to date results in your region at the end of August.

We are very concerned that the results in your region are still far behind expectations and also the only region double digit down versus last year numbers.

As shown in the Reno meeting, you are -19% versus 2011 in sell in \$ (the only other region behind last year is -3% versus last year). You sold 25% less units this year than last year so far (at the end of August).

The average price of unit sold in your area is also the lowest (\$4,093) of our 7 regions (goal for this year is \$4300)

In 2011, your territory was already the least performing one (growth over 2010) which means, as we discussed several times, that Breitling business is "melting" in the Northeast 1 and we are losing market share in your area since January 2010.

I am very concerned that you might not reach any of the goals, we set in January, (quantitative and qualitative) for your territory as there is only 3 more months until the end of the year (hope to see progress on results in September).

We have discussed with You and Chuck, several times, planning and managing your time, store visits and looking for new business opportunities; You told me in April and in July "not to worry, my second semester will be strong.."

We are running out of time!

We will be together next week and please feel free to express your plan and strategy for this last trimester in order to change the course of your year.

We all need it to happen.

Thank You

Have a good end of the week.

Thierry Prissert
President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180

Fax: 203 762 1178

Email: Thierry.Prissert@breitlingusa.com

Check our website at: www.breitling.com

A-253

EXHIBIT S

Diana Figueroa

From: Chuck Anderson
Sent: Monday, April 28, 2014 8:55 AM
To: Diana Figueroa
Subject: FW: September sales review
Attachments: YTD Sell in and Sell out all territories.xls; YTD Sales 2012.xlsx; Market Share analysis 2012.xlsx; Sales Rep Monthly Information.xls; Fred.xlsx; DOOR VISITS '2012 - NE1-FRED.xls

Chuck Anderson
National Sales Director

BREITLING USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203 762 1180 ext: 371
Fax: 888.875.2729
Email: charles.anderson@breitlingusa.com
Check our website at: www.breitling.com

From: Chuck Anderson <charles.anderson@breitlingusa.com>
Date: Friday, October 5, 2012 at 12:52 PM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Thierry Prissert <thierry.prissert@breitlingusa.com>
Subject: September sales review

Fred,

I wanted to send along YTD results with a few comments to each of you and I realize there a lot of information here. Please take the time to read, review and digest it – the market share analysis is great topic to discuss with stores.

While BUSA had a good month overall in dollar sell in, there are still concerns that I feel should be pointed out so if there are improvements that can be made to finish the year best as possible, we need to do it. Our sell in overall was one of the best months of the year, however, a large portion of it was artificial rather than growth from within our existing network – we opened a lot of new doors. With respect to your region, we see that the total sell in is the most challenged area for BUSA down 19.9% versus 2011 YTD. The total sell in and sell out rank 4th for all 7 regions in units. With respect to percentage decrease in each category, sell in has the highest decrease in total units at -25% and sell out is the second highest decrease at -18.8% when comparing to 2011 YTD results. The average price also ranks the lowest of the regions at \$4081.00 – as mentioned a few months back, the difference between BUSA average price and NE1 is \$300 per watch – that multiplied by total unit sell in is an additional \$640,000 in sales. Truthfully, my expectation would be that this region be one of the highest average prices in the nation. After reviewing 2011, there were no new door openings in September and this year you had 1 new door opening with Tiny Jewel Box. Your sell in for September was down 30%. It is relevant to take notice that \$150,000 of the \$588,000 generated in September came from outside the business expected from the comp stores. If we remove this, the comp business in the region was down 48% for the month comparing apples to apples. Total sell in would have been \$438,000 for your region last month compared to \$841,000 in 2011. Certainly every dollar counts and we can't discount that fact, but there should be opportunity for sell in based on these September sales. If we believe we are in the right jewelers, we have to believe we are not doing the right job educating them on how to sell our product.

The remaining three months are crucial for your region and without a quality schedule of planned visits to finish the year, we will continue to struggle. The next three months totaled 3 million dollars for you in 2011. Plan accordingly and

intelligently so the region is covered, we need to be aggressive with our travels and not hold anything back. We have a group goal and it will require every sale being made regardless of individual goals. I suggest you continue to search for new business, reviewing competitor websites and speaking to other sales representatives. So far we have one door in your market. In theory, we should be slightly ahead in dollars in all regions for comp doors, considering we had price increases last year, with an expected drop in sell in units. In order to achieve your reduced goal it would require sales of 6.7 million in three months – daunting indeed. I can't stress to you enough that getting the most from the region will take a very aggressive travel schedule that is well planned so that your timing to the key doors is right based on their buying patterns. If you can't afford to take office days, then don't. The more you visit the more you sell. Getting the most from the region will take extra hours and energy – there is simply no way around it. Every extra visit you can make this year will only help achieve this goal. Please think about it, review the calendar and do what makes you the most profitable.

We ask that you keep visiting, keep training, keep speaking about the sales with the staff and educate them on the Breitling Challenge – travel with the log in information and write in on a card that you leave behind for everyone if need be. We have to drive the sellout and we can't say it enough. It is all we have to drive the sell in which is why we speak about the nature of the visit so often. The months ahead are not small and it will literally take replacing every unit you see go out the door. I would also pay close attention to any additional exchanges you make to clean up stock. We gave the leeway to not be at 2 to 1 but would push even here if you have others planned. Set goals for the stores that are not making the grade – present the goal and explain we need to be at that level of business to continue the relationship. They need to know and they need to work harder on their own. This way there are no surprises.

We also had a few unexpected surprises last month: our sell out to took a big hit overall (down 23%) and after a couple improved months at Tourneau, we had a drop of 30% again. Our sell out is driven by one thing – good quality visits and attention at the store level. We need a great effort from everyone to finish strong. We can't afford to leave any units on the table.

Pay close attention to what you are selling in – we all need the average in your region price to drastically increase. It should not be lowest of all regions.

Here to help in any way we can.
Thank you . Have a good weekend.

Chuck Anderson
Sales Director
Breitling USA
Hangar 7
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Office 203-762-1180 Ext 371
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charles.anderson@breitlingusa.com
Please check our website at www.breitling.com

A-256

EXHIBIT T

From: Chuck Anderson
Sent: Tuesday, March 5, 2013 5:05 PM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Subject: Re: 2013 Projections

Fred

You are currently ahead 40% to start the year and I think you need to be positive. You can make this budget with the time you will spend at the stores. It is March 5 and concerning ourselves with failing is not healthy. There will be challenges but Thierry is meeting Danny to discuss our business. There are guys in every region that have been reeled in, some even closed. We have to business the right way and our concern needs to be for the betterment of the brand, not a single region. It is not about one persons goals only. It is a part of it but we have to do what is right for the brand. Spending more quality at the stores speaking about product, characteristics, selling features and price comparisons are what we need to do to build the sellout for today and the future.

It is different but we don't have a choice in fighting for these goals. I am certain we left money on the table last year which you saw in my presentation in GA. It means we have to ask for every sale and explain with facts why stores should have things. Not taking no for an answer. Your region has suffered a lot over the last two years and falling short this year is not an option. We spoke about visiting the stores in an organized way and I think setting yourself up properly when you make a PA trip is needed. You should see all your PA stores in the week you travel there, not go back and forth.

Finding new stores is not easy but there are stores we should visit again. Maybe there are not a lot but looking is important. Brent Miller is a great example. In spite of everything around him, he is doing a good job.

I will help you in any way I can.

Chuck Anderson
Sales Director
Breitling USA
Hangar 7
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Wilton, CT 06897
USA
Office 203-762-1180 Ext 371
Fax 888-875-2729
charles.anderson@breitlingusa.com
Please check our website at www.breitling.com

On Mar 5, 2013, at 10:56 AM, "Fred Cargian" <fred.cargian@breitlingusa.com> wrote:

See attached.

There is no way I am going to make this budget. With Govberg being reeled in and Northeaster's new store opening, I will never anniversary their 2012 numbers.

Any shortcoming from the attached will have to come from new store openings.

Fred Cargian
NE Sales Representative
Breitling USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA
Phone: 203.762.1180 ext. 315
Fax : 203.762.1178
Check our website at www.breitling.com

<NE1 Projections 2013.xls>

A-259

EXHIBIT U

Tuesday, October 29, 2013 9:21:21 AM Eastern Daylight Time

Subject: FW: Fred Call Reports Week of May 12th, 2013
Date: Tuesday, October 29, 2013 9:15:15 AM Eastern Daylight Time
From: Thierry Prissert
To: Sebastien Amstutz

Thierry Prissert
President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180
Fax: 203.762.1178
Email: Thierry.Prissert@breitlingusa.com
Check our website at: www.breitling.com

From: Chuck Anderson <charles.anderson@breitlingusa.com>
Date: Friday, May 24, 2013 9:41 AM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Thierry Prissert <thierry.prissert@breitlingusa.com>
Subject: RE: Fred Call Reports Week of May 12th, 2013

Fred,

Good morning. I will send my comments below to everyone but wanted to make comment about the total visits. I know you had the flat tire but that should not derail a day – not with the cabs in NY. We need everyone's push to be on sellout and spending time with the stores. It is not about an order everyday (although we like orders) but about time with the associates.

I will send along some sell in and sellout figures that I worked on last night. NE1 has sold in 706 pieces compared to 907 (-22%) in units. Your sellout is down 7%. I also do not really believe your sellout is down when I look at the yellow cards we get from some doors. If they all sent cards as they should, I believe you are up in sellout. You have one new door opening this month so far in 2013 and it should be a good addition to your area. I understand you feel it will not make us rich but Kenjo Wall St did not either. Over the last couple years, you have found a few pockets where we were void that have turned nice incremental business for us (Brent Miller is found business). We need to look and explore a little more. There may be other doors or other adjustments that should be made and sometimes that may mean making a difficult decision.

You have a very important region and not so long ago when I was still covering MD and VA, it was the second most sales generating region we had. Today it has fallen back dramatically in sell in and sales are nearly the same as NC. Not knocking NC but you get the drift.

I know you have a few folks on DNS which has presented challenges, that the territory has changed dramatically over the last few years and that you stay on top of payables better than the rest; but we need your tenacity with visiting the POS. We need your effort to be spent with the staffs that all like you and enjoy your visits, passing good information about Breitling and where we stand in the market. We are in a good position which does not mean it is not difficult out there. I was told this week that Rolex confirmed they are down in sales as well to a few folks. IWC is begging for orders and has a ton of product they could ship. Omega is calling everyone for fill ins just like Tag. Stores complain constantly that reps do not visit them from other brands – that is catching up to them. Everyone is struggling which is why we have to stay

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CONFIDENTIAL

BREITLING_606

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vigilant and keep pushing – we can take more of the pie.

Also as a reminder -- Please also copy Thierry on call reports as well as Davina.

Thank you and if you have any comments please let me know.
Enjoy the long weekend and please keep me posted on Barthman.

Chuck Anderson
Sales Director
Breitling USA
Hangar 7
206 Danbury Rd
Wilton, CT 06897
USA
Office 203-762-1180 Ext 371
Fax 888-875-2729
charles.anderson@breitlingusa.com
Please check our website at www.breitling.com

From: Fred Cargian
Sent: Monday, May 20, 2013 5:00 PM
To: Chuck Anderson
Subject: Call Reports Week of May 12th, 2013

Monday May 13th – Home Office
Tuesday May 14th – Home Office – Unexpected flat tire.
Wednesday May 15th – Tourneau Walt Whitman/Tourneau Roosevelt Field
Thursday May 16th – Tourneau 510 Madison/Tourneau Corporate
Friday May 17th – William Barthman – New Door

Tourneau Walt Whitman – One Pic - Marcos was at our training in Florida. I wanted to stop by and see the store when he wasn't around. Everything seemed fine here. The watches were in good order. Our cases were clean. The staff all seemed upbeat about selling Breitling. They are having a hard time finding more staff. This is sorely needed as they are have a skeleton staff right now. The mall entrances are hard to find with the construction full on. This is annoying. Marcos called on Sunday and said they had a lot Breitling traffic over the weekend. Hopefully, the results will show in next week's reports. We are losing Bentley at this door. Also, they have one backwall vitrine that needs to be changed to a duratran.

We would all agree the construction is most likely affecting the sales here since we are off a considerable amount for the year. We need to ask Michael about the overall sales of the store to see what we can do to help a little. Marcos is a good guy and maybe with a little more effort on our part to help with sellout we can make a difference. Down 50 in units and 40% in \$ is not a good start.

Tourneau Roosevelt Field – No Pic – No real news here. The store still is a mess and I think it is effecting our business negatively. The staff was complaining that they had to compete with London Jewelers Manhasset. But, not just on Breitling.....also, Rolex, Omega and Cartier. This store eats catalogs. I had to order two more boxes. I can't wait till we get a Champion here.

Can you get some sales figures for London by door for us to see. With all the comments

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BREITLING_607

about them they should be selling 2 x the units RF has sold – which is 21 since Feb 1. Store is such a mess that the drop could be much more than it is. But I have just as much concern with the staff here as I do with the construction. Just my opinion.

Tourneau 510 Madison – No Pic – This store was having a Franc Mueller show. Franc Mueller was guesting at the store. Our sales here are so mediocre. Hopefully the ramped up incases we will be putting in soon will spur some interest. This store has many visual and people traffic challenges. I think people just walk right by sometimes without even noticing the store. It's too bad because the store is new and calming when visiting. Maybe this works against them?

They admit this store is lesson learned now. 12 pieces sold YTD and they are up is outrageous. New concept will help a little but the biggest issue as you mention is that you do not even see the store when you walk by it.

- **Tourneau Corporate** – No Pic - See minutes/report attached. A fairly cohesive meeting with Tourneau. Our presence is going to be smaller as the months go on. I think this is the right decision. No P.O.# yet for the Basel order. I contacted Michael to remind him, ughr!

Update for everyone – Basel PO is issued.

William Barthman – No Pic or Report – They are very excited to start with us. I met with the General Manager, Richard Granatoor. We placed an opening order that included Bentley. We are waiting on their credit references to be checked and a final ok on the opening order. Otherwise this store is ready to go. The standard displays will work well here and we will have a duratran of our own too till the corner is done.

Please do not forget the window with the launch here. We have to have a presence outside. Also – please keep me posted on your changes today after you speak to them. Bentley is far too low with 7 pieces shipping and a new minimum of 12.

Fred Cargian
NE Sales Representative

Breitling USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180 ext. 315
Fax : 203.762.1178
Check our website at www.breitling.com

A-263

EXHIBIT V

Diana Figueroa

From: Chuck Anderson
Sent: Monday, April 28, 2014 8:50 AM
To: Diana Figueroa
Subject: FW: YTD sales sheet
Attachments: YTD Sales 2013 - May.xlsx; ATT00001...htm

Chuck Anderson
National Sales Director

BREITLING USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203 762 1180 ext: 371
Fax: 888.875.2729
Email: charles.anderson@breitlingusa.com
Check our website at: www.breitling.com

From: Thierry Prissert <thierry.prissert@breitlingusa.com>
Date: Tuesday, June 4, 2013 at 9:27 AM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Chuck Anderson <charles.anderson@breitlingusa.com>
Subject: Fwd: YTD sales sheet

Hello Fred

Hope you made it back home safe and sound.

As the sheet attached show ,I am concerned in the trend of your numbers.
After a good start (first 2 months) you have done less last year every month with a big drop in May (despite opening a door)
We have been repeating again and again that your schedule of visits is too light and that you should spend more time at the store
influencing sellout .
Your results of selling Els watch ,moving pieces using the end of the month spiff or your mid of the pack ranking in the captain contest
show me that you are not really using all the tools you have or capitalizing on opportunities.
In other words, you keep doing it your ways and ate the pace you think is right.
I just want to reiterate that achieving your target is key to us and for you (especially this year ,after your region has been reduced so
you can focus on less accounts and be more productive).

Finally, I want you to succeed and achieve your goals but I am just not sure you are doing all that you can and need to be doing to
make it happen.

Thank you
Regards

Ps: Please update your Calendar.

Thierry Prissert
President

Breitling USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA



Phone: 203.762.1180 ext. 343
Fax: 203.762.1178
Email: thierry.prissert@breitlingusa.com
Check our website at: www.breitling.com

Begin forwarded message:

From: Susan McDonald <susan.mcdonald@breitlingusa.com>
Date: June 3, 2013, 1:10:40 PM EDT
To: Thierry Prissert <Thierry.Prissert@breitlingusa.com>, Chuck Anderson <charles.anderson@breitlingusa.com>
Subject: YTD sales sheet

Hello,

Here are the May YTD sales.

Susan

A-266

EXHIBIT W

From: Thierry Prissert
Sent: Wednesday, September 11, 2013 6:58 PM
To: Fred Cargian
Cc: Sebastien Amstutz; Chuck Anderson
Subject: your new goal 2013

Mr Cargian ,

Please see below a recap and your new goal 2013.

	Sales goal 2013	New Goal 2013	Goal reduction 2013	Total Sales 2012	Increase 2013 vs. 2012
FRED	\$11,200,000	\$10,640,000	\$560,000	\$9,809,732	108%

Hope you make it happen in the next months
Wishing you to succeed !

Thanks

Thierry Prissert
President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180
Fax: 203.762.1178
Email: Thierry.Prissert@breitlingusa.com
Check our website at: www.breitling.com

This message contains confidential information and is intended only for the individual(s) named. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

A-269

EXHIBIT X

A-270

EXHIBIT
B-13
9/17/15 AT



BREITLING
1884

PERFORMANCE REVIEW

Employee Name: Fred Cargian Mid-Year Bonus: \$ 11,100⁰⁰
Position: Outside Sales Rep

1. Mid-Year review 2011 (comments):

Sales are up 7% in $\$$ and 11% in pieces @ the end of July.
Tourneau is up 20%. 15 accounts under 40 pieces at Fred's last visit.
Fred's territory is not performing as it should. Because of NY Boutique (?)
closing Keys 57th (?) Tourneau Time Machine (?). Fred is frustrated with
marketing - management. He is under pressure this year.

2. Areas for improvement:

- where to find new/more business?
- 5-10 accounts to contact to find sell-out.
- improving marketing communications (Ruby - Denise - Katie) by phone instead of email
- More communication between Thierry and Fred (re Tourneau marketing - Keys)

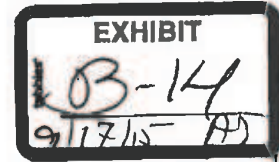
Employee Signature _____ Date _____

Breitling U.S.A. _____ Date _____

A-271

EXHIBIT Y

A-272



BREITLING USA, INC. PERFORMANCE REVIEW

Employee Name: Fred Cargian Date of Hire: 2/1/90
Position: Outside Sales Representative
Base Salary 2011: \$230,000 Base Salary 2012: \$230,000
Potential Bonus 2011: \$55,000 Potential Bonus 2012: \$55,000
Midyear Bonus (Paid) 2011: \$11,100
Year End Bonus 2011: \$6,875 (1/2 of admin. bonus) \$21,900 sdc

1. Year-end review 2011 (comments):

Fred had a tough year and missed his target by \$5 mio. Fred feels that target was maybe too high. Virginia was taken out of Fred's territory. Fred did not send all of his call reports.

2. Areas for improvement:

Planify visits - use new tools - methodology -
Travel more to Washington area (accounts are high maintenance).
change brief - case for a more luxury look!

3. Goals for 2012:

Concentrate on all accounts where we lost 15% of doll-out.
Be careful not to spend all your time with Tarawan.
push in-house movement.
Meet in May to make sure everything is on track (Probation)

Signature: [Handwritten Signature] Date: 2/2/12

Signature: [Handwritten Signature] Date: 2-2-2012

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EXHIBIT Z

A-274



BREITLING USA, INC. PERFORMANCE REVIEW

Employee Name: Fred Carman Date of Hire: 2/1/90
Position: Outside Sales Representative
Base Salary 2012: \$230,000 Base Salary 2013: \$196,000
Potential Bonus 2012: \$55,000 Potential Bonus 2013: \$46,750
Midyear Bonus (Paid) 2012: \$3,430
Year End Bonus 2012: \$41,616 amount included Extra Bonus - \$4,800

1. Year-end review 2012 (comments):

Sales were down in 2012. After 2011 (2012) AT 4E Fred's territory was reviewed in order to try to gain revenue and market share in that region.

2. Areas for improvement:

- Make sure you always plan of visit
• Be work in quality of the visit.
• For more preparation and confidence when visiting accounts.
• Be a better presenter.

3. Goals for 2013:

#1, #2, #3 of sell-in. Visit every account once a month and work on increasing sell-out. Work on a corporate sales program.

Employee Signature: [Signature] Date: 2/7/13

Breitling U.S.A. [Signature] Date: 2-7-2013

A-275

EXHIBIT AA

A-276



2012 BREITLING USA, Inc. - Personnel Evaluation Form

Name:	Fred Cargian	Position:	NE1 Sales Manager
Department:	Sales	Date of Hire:	2/1/1990

CRITERIA <small>(1=Bad, 2= Mediors, 3=Meet Criteria, 4= Above Average, 5=Superior/Excellent)</small>	EVALUATION		
	(1) Self	(2) Supervisor	(3) Mngmnt.
1. Work Organization & Planning			
Prioritizing	5		
Optimize Time Usage	5		
Adheres to Schedules / Meets Deadlines	5		
2. Quality of Work			
Neatness, Accuracy, Attention to Details	5		
Respect Procedures, Achieves Goals	5		
Self Reliance, Respect of Quality Standards	5		
3. Quantity of Work			
Efficiency, Quickness, Dexterity	5		
Timely Response	5		
4. Job Performance			
Mastering Skills & Techniques, Tasks	5		
Knowledge of New Products	5		
Improvement of Work Methods / Proactiveness for New Solutions	5		
Intelligent Decision Making / Problem Solving	5		
5. Discipline			
Respect of Working Hours	5		
Respect of Company Rules	5		
Flexibility & Availability	5		
6. Communication			
Articulates Ideas / Problems	5		
Ability to Tactfully Assert Opinion / Listen to Others	5		
Courteous Relation w/ Coworkers & Public	5		
7. General Attitude			
Accepts Responsibility / Initiates Work Independently	5		
Collaboration, Teamwork	5		
Relation with Supervisor	5		
Motivation, Involvement	5		
Sensibility of Breitling Interests	5		
Discretion, Respect of Others, Friendliness	5		
Average:	5		
TOTAL:			125

OTHER REMARKS:

Is the Employee perfectly comfortable in his/her Position?
Absolutely

Would she/he be better in another Position?
Yes, President?

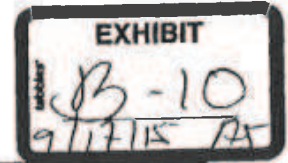
Remarks of the Supervisor:

Date: 12/3/2012 Employee Signature Supervisor Signature Management Signature FMC

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EXHIBIT BB

A-278



From: Thierry Prissert
Sent: Tuesday, September 18, 2012 12:03 PM
To: Fred Cargian
Cc: Sebastien Amstutz; Diana Figueroa
Subject: Written Warning

Dear Fred,

The purpose of this warning is to address to you the seriousness of the situation that occurred on Sunday, September 16th during our Reno bowling outing. You are being addressed with a written warning so that you realize how unacceptable your behavior was.

On Sunday, September 16th during our bowling outing (with our guests) you approached me in a manner that was completely unacceptable. You were obviously upset and used extremely poor judgment by thinking that using the word "fuck" or yelling at me in front of guests and colleagues was a good idea. Your behavior and language was totally inappropriate and showed a lack of respect to me, to yourself, and to Breitling.

You will be closely monitored and if you are warned again about your behavior, we will have no choice but to address the issue with you again which will lead us to taking action up to and including termination from Breitling.

We expect all employees to maintain superior performance and professional behavior at all times. Please do not hesitate to talk to me or HR if you have any questions or concerns regarding this issue.

Regards

Thierry Prissert
President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180
Fax: 203.762.1178
Email:Thierry.Prissert@breitlingusa.com
Check our website at: www.breitling.com

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A-279

EXHIBIT CC



Diana Figueroa

From: Sebastien Amstutz
Sent: Monday, October 28, 2013 10:33 AM
To: Diana Figueroa
Subject: FW: Gift to your Colleagues in the office.

On 4/9/12 9:07 PM, "Thierry Prissert" <Thierry.Prissert@breitlingusa.com> wrote:

>Hello Fred,
>
>It has come to my attention and you confirmed it to me, when we spoke,
>that you have been giving Cash envelope to several Wilton's colleagues
>of yours during the holidays season.
>This is not acceptable at Breitling USA and I am asking you not to do
>it again.
>Thank you
>Best regards
>If you have any questions, please don't hesitate to contact me.
>Thank you.
>
>Thierry Prissert
>President
>
>Breitling USA
>Hangar 7
>206 Danbury Road
>Wilton, CT 06897
>USA
>
>Phone: 203.762.1180 ext. 343
>Fax: 203.762.1178
>Email:thierry.prissert@breitlingusa.com
>Check our website at: www.breitling.com

A-281

EXHIBIT DD

NE 1	YTD SALES 12/31/2011	YTD SALES 12/31/2010	TOTAL 2010	2011 VS. 2010 DOLLARS	SELL IN UNITS 2011	SELL IN UNITS 2010	2011 VS. 2010 BELL	AVERAGE PRICE 2011	AVERAGE PRICE 2010	2011 VS. AVERAGE BELL IN	SELL OUT YTD UNITS 2011	SELL OUT YTD UNITS 2010	2011 VS. 2010 BELL OUT	% OF BUDGET	PROJ. 2011	SALES TO GO
ALIKIA GOLDEN DREAM	\$670,400.00	\$601,233.00	\$1,271,633.00	12%	150	145	4%	\$4,469.35	\$4,146.41	8%	59	116	11%	88%	\$ 765,000.00	\$ 51,597.00
AM MORRIS	\$462,598.00	\$259,973.00	\$722,571.00	70%	127	87	46%	\$3,485.02	\$2,999.20	17%	105	71	48%	118%	\$ 375,000.00	\$ 87,598.00
BANDA JEWELERS	\$312,631.00	\$177,545.00	\$490,176.00	20%	95	54	42%	\$3,287.81	\$3,287.81	0%	65	31	51%	95%	\$ 225,000.00	\$ 87,631.00
BODACORN JEWELERS	\$278,899.00	\$178,742.00	\$457,641.00	55%	62	57	9%	\$4,404.82	\$3,100.74	42%	47	51	4%	121%	\$ 225,000.00	\$ 48,899.00
CARAT N KARAT	\$267,881.00	\$219,347.00	\$487,228.00	22%	31	21	48%	\$8,641.32	\$10,445.00	-17%	4	19	-79%	38%	\$ 160,000.00	\$ 121,191.00
CASH	\$75,531.00	\$123,893.00	\$199,424.00	-39%	27	48	-43%	\$2,809.37	\$2,121.38	32%	0	0	0%	47%	\$ 120,000.00	\$ 79,424.00
FREEDMAN JEWELERS	\$112,111.00	\$81,151.00	\$193,262.00	39%	30	26	15%	\$3,733.87	\$3,121.19	20%	13	24	-46%	104%	\$ 220,000.00	\$ 83,791.00
GODFREY & DOUGLASS	\$176,928.00	\$176,928.00	\$353,856.00	0%	495	509	-3%	\$3,674.33	\$3,420.29	7%	180	244	-26%	104%	\$ 150,000.00	\$ 28,202.00
HENRY WILSON	\$121,758.00	\$63,211.00	\$184,969.00	67%	36	22	64%	\$3,383.28	\$2,964.14	14%	45	24	88%	81%	\$ 95,000.00	\$ 21,185.00
JEWELERS UN	\$203,215.00	\$203,215.00	\$406,430.00	0%	65	64	2%	\$3,113.57	\$3,118.20	0%	78	77	1%	74%	\$ 275,000.00	\$ 72,618.00
JEWELERS UN	\$273,463.00	\$273,463.00	\$546,926.00	0%	73	47	16%	\$4,011.58	\$3,143.25	28%	71	77	10%	80%	\$ 365,000.00	\$ 71,926.00
JEWELERS UN	\$273,463.00	\$273,463.00	\$546,926.00	0%	73	47	16%	\$4,011.58	\$3,143.25	28%	71	77	10%	80%	\$ 365,000.00	\$ 71,926.00
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JEWELERS UN	\$273,463.00	\$273,463.00	\$546,926.00	0%	73	47	16%	\$4,011.58	\$3,143.25	28%	71	77	10%	80%	\$ 365,000.00	\$ 71,926.00
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JEWELERS UN	\$273,463.00	\$273,463.00	\$546,926.00	0%	73	47	16%	\$4,011.58	\$3,143.25	28%	71	77	10%	80%	\$ 365,000.00	\$ 71,926.00
JEWELERS UN	\$273,463.00	\$273,463.00	\$546,926.00	0%	73	47	16%	\$4,011.58	\$3,143.25	28%	71	77	10%	80%	\$ 365,000.00	\$ 71,926.00
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JEWELERS UN	\$273,463.00	\$273,463.00	\$546,926.00	0%	73	47	16%	\$4,011.58	\$3,143.25	28%	71	77	10%	80%	\$ 365,000.00	\$ 71,926.00
JEWELERS UN	\$273,463.00	\$273,463.00	\$546,926.00	0%	73	47	16%	\$4,011.58	\$3,143.25	28%	71	77	10%	80%	\$ 365,000.00	\$ 71,926.00
JEWELERS UN	\$273,463															

A-283

EXHIBIT EE

From: Fred Cargian
Sent: Tuesday, December 20, 2011 5:14 PM
To: Thierry Prissert <Thierry.Prissert@breitlingusa.com>; Chuck Anderson <charles.anderson@breitlingusa.com>
Subject: Projection 2012

See attached.

Fred Cargian
NE Sales Representative

Breitling USA
Hangar 7
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180 ext. 315
Fax : 203.762.1178
Check our website at www.breitling.com

This message contains confidential information and is intended only for the individual(s) named. If you are not the named addressee you should not disseminate, distribute, or copy this e-mail. Please

BREITLING_9082

notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system.

NE 1 40 DOORS 25 STORES	Productions 2012	YTD SALES 11/20/2011	YTD SALES 11/20/2010	TOTAL 2010	2011 vs 2010 DOLLARS	SELL IN YTD UNITS 2011	SELL IN YTD UNITS 2010	2011 vs 2010 % IN UNITS	AVERAGE PRICE 2011 SELL IN	AVERAGE PRICE 2010 SELL IN	2011 vs 2010 AVERAGE SELL IN	SELL OUT YTD UNITS 2011	SELL OUT YTD UNITS 2010	2011 vs 2010 SELL OUT	% OF BUDGET	PREQ 2011	SALES TO GO
ALCANTARA (Dress)	\$ 300,000.00	\$69,987.00	\$51,035.00	\$60,123.00	15%	140	161	-13%	\$4,356.89	\$3,228.25	33%	22	131	-30%	80%	\$ 765,000.00	\$ 155,035.00
AR. BOUTIQUE	\$ 200,000.00	\$31,275.00	\$26,973.00	\$26,973.00	84%	113	71	57%	\$3,374.12	\$2,873.20	17%	81	97	-16%	102%	\$ 378,000.00	\$ 162,735.00
BANKS & BOUTIQUE	\$ 200,000.00	\$24,081.00	\$14,111.00	\$17,542.00	24%	52	48	8%	\$3,924.63	\$3,434.19	91%	62	71	-13%	81%	\$ 235,000.00	\$ 209,184.00
BEGGS & BOUTIQUE	\$ 250,000.00	\$24,264.00	\$17,111.00	\$17,111.00	48%	54	56	-4%	\$4,550.64	\$3,048.64	16%	34	35	-3%	108%	\$ 235,000.00	\$ 21,264.00
CARAY & BOUTIQUE	\$ 100,000.00	\$27,816.00	\$23,310.00	\$23,310.00	48%	28	21	33%	\$8,138.93	\$10,645.00	27%	6	15	-60%	81%	\$ 250,000.00	\$ 51,108.00
CASH	\$ 100,000.00	\$73,971.00	\$73,971.00	\$73,971.00	-11%	27	27	0%	\$2,702.89	\$2,712.38	99%	0	0	0%	46%	\$ 100,000.00	\$ 87,029.00
FREDIANI FINELEERS	\$ 175,000.00	\$81,734.00	\$81,734.00	\$81,734.00	62%	29	21	32%	\$3,611.66	\$2,973.19	21%	12	21	-43%	87%	\$ 120,000.00	\$ 15,262.00
GENTLEMAN (Dress)	\$ 200,000.00	\$43,835.00	\$43,835.00	\$43,835.00	45%	47	49	-2%	\$4,710.66	\$2,442.73	17%	164	189	-18%	98%	\$ 1,200,000.00	\$ 20,122.00
HENRY WILSON	\$ 150,000.00	\$11,938.00	\$3,474.00	\$3,474.00	120%	15	16	-6%	\$3,307.66	\$2,920.78	13%	17	8	125%	77%	\$ 1,500,000.00	\$ 34,232.00
KINDO	\$ 350,000.00	\$23,311.00	\$23,311.00	\$23,311.00	-24%	163	133	30%	\$3,839.98	\$2,519.84	15%	172	183	-6%	54%	\$ 1,165,000.00	\$ 539,083.00
LEONARDI (Dress)	\$ 500,000.00	\$61,809.00	\$25,146.00	\$31,439.00	13%	82	74	9%	\$4,520.53	\$3,041.34	10%	49	42	17%	72%	\$ 1,650,000.00	\$ 319,323.00
LEONARDI (Dress)	\$ 750,000.00	\$107,677.00	\$68,249.00	\$78,719.00	2%	171	188	-9%	\$4,039.05	\$2,660.90	10%	170	133	28%	60%	\$ 1,650,000.00	\$ 319,323.00
LEONARDI - ANN.	\$ 100,000.00	\$11,246.00	\$18,655.00	\$18,655.00	2%	60	63	-5%	\$3,145.77	\$2,946.30	7%	56	60	-6%	60%	\$ 375,000.00	\$ 86,284.00
LEONARDI - ANN.	\$ 400,000.00	\$73,254.00	\$84,781.00	\$84,781.00	12%	69	78	-12%	\$3,933.04	\$3,151.19	37%	64	59	6%	75%	\$ 345,000.00	\$ 89,480.00
LEONARDI - ANN.	\$ 750,000.00	\$32,716.00	\$39,274.00	\$39,274.00	70%	95	91	6%	\$3,528.27	\$3,503.05	1%	85	81	6%	111%	\$ 355,000.00	\$ 33,714.00
LEONARDI - ANN.	\$ 100,000.00	\$31,860.00	\$48,450.00	\$48,450.00	-56%	6	16	-62%	\$3,576.67	\$3,028.15	19%	14	17	-18%	33%	\$ 450,000.00	\$ 43,500.00
LEONARDI - ANN.	\$ 450,000.00	\$40,784.00	\$47,254.00	\$47,254.00	15%	103	112	-6%	\$3,891.20	\$3,102.89	23%	85	98	-7%	74%	\$ 540,000.00	\$ 138,208.00
LEONARDI - ANN.	\$ 650,000.00	\$60,165.00	\$39,554.00	\$39,554.00	0%	177	246	-28%	\$3,391.77	\$2,417.57	40%	98	98	0%	72%	\$ 840,000.00	\$ 238,948.00
LEONARDI - ANN.	\$ 1,600,000.00	\$1,177,073.00	\$913,099.00	\$1,135,666.00	28%	358	308	16%	\$3,287.80	\$2,865.29	11%	257	219	-11%	82%	\$ 1,435,000.00	\$ 257,687.00
MAN'S FINELEERS	\$ 100,000.00	\$87,115.00	\$68,243.00	\$76,377.00	28%	25	22	14%	\$3,500.60	\$3,103.77	13%	10	11	-9%	70%	\$ 120,000.00	\$ 37,483.00
MANNING FINELEERS, INC.	\$ 200,000.00	\$164,646.00	\$124,182.00	\$127,246.00	32%	45	36	25%	\$3,654.30	\$3,447.90	5%	37	32	12%	82%	\$ 200,000.00	\$ 35,554.00
MANNING FINELEERS, INC.	\$ 200,000.00	\$53,844.00	\$53,844.00	\$57,415.00	-34%	95	164	-42%	\$3,829.82	\$2,853.33	34%	33	86	-63%	50%	\$ 224,000.00	\$ 38,119.00
MANNING FINELEERS, INC.	\$ 170,000.00	\$18,271.00	\$19,816.00	\$19,816.00	-25%	32	21	33%	\$4,481.59	\$2,177.28	12%	21	21	0%	63%	\$ 210,000.00	\$ 82,239.00
MANNING FINELEERS, INC.	\$ 50,000.00	\$5,485.00	\$7,646.00	\$8,630.00	-28%	147	211	-30%	\$3,728.20	\$2,148.92	12%	136	150	-9%	49%	\$ 1,150,000.00	\$ 61,942.00
MANNING FINELEERS, INC.	\$ 250,000.00	\$54,858.00	\$76,046.00	\$86,830.00	-46%	94	151	-37%	\$5,448.16	\$3,792.44	-9%	93	85	9%	90%	\$ 330,000.00	\$ 106,847.00
MANNING FINELEERS, INC.	\$ 750,000.00	\$610,633.00	\$443,271.00	\$504,166.00	37%	171	117	46%	\$3,570.95	\$4,227.74	-6%	24	27	-26%	120%	\$ 1,950,000.00	\$ 129,265.00
MANNING FINELEERS, INC.	\$ 150,000.00	\$79,285.00	\$102,314.00	\$102,314.00	75%	49	39	23%	\$3,724.08	\$5,131.44	-42%	34	27	26%	37%	\$ 693,000.00	\$ 549,673.00
MANNING FINELEERS, INC.	\$ 450,000.00	\$324,127.00	\$378,110.00	\$449,133.00	-46%	94	151	-37%	\$5,448.16	\$3,792.44	-9%	93	85	9%	90%	\$ 330,000.00	\$ 106,847.00
MANNING FINELEERS, INC.	\$ 450,000.00	\$324,953.00	\$324,953.00	\$324,953.00	-8%	68	76	-11%	\$3,368.86	\$3,317.46	1%	42	21	100%	66%	\$ 330,000.00	\$ 106,847.00
MANNING FINELEERS, INC.	\$ 600,000.00	\$3,664,644.00	\$3,838,840.00	\$4,578,890.00	-8%	153	388	-60%	\$3,785.99	\$3,223.20	-26%	80	82	-13%	32%	\$ 1,275,000.00	\$ 1,073,777.00
MANNING FINELEERS, INC.	\$ 200,000.00	\$21,227.00	\$21,227.00	\$21,227.00	-43%	133	388	-60%	\$3,785.99	\$3,223.20	-26%	80	82	-13%	32%	\$ 1,275,000.00	\$ 1,073,777.00
TOTAL	\$ 18,875,000.00	\$15,619,048.00	\$18,288,133.00	\$17,562,513.00	3%	3,988	3,378	18%	\$3,891.20	\$2,920.78	33%	2,088	2,111	-1%	87%	\$23,360,000.00	\$7,140,957.00
NEW ACCOUNTS	\$ 498,000.00	\$1,169,940.00	\$1,947,700.00	\$1,947,700.00	0%	41	41	0%	\$3,555.37	\$4,750.51	-26%	2	2	0%	100%	\$ 400,000.00	\$ 400,000.00
BRENT MILLER	\$ 300,000.00	\$307,609.00	\$307,609.00	\$307,609.00	0%	160	160	0%	\$3,876.09	\$3,876.09	0%	40	40	0%	100%	\$ 200,000.00	\$ 187,609.00
TOTAL	\$ 1,250,000.00	\$538,106.00	\$538,106.00	\$538,106.00	0%	341	341	0%	\$3,161.35	\$3,161.35	0%	90	90	0%	100%	\$400,000.00	\$318,106.00
GRAND TOTAL	\$ 16,240,799.00	\$15,597,560.00	\$18,597,560.00	\$17,905,544.00	4%	3,164	3,462	-9%	\$3,868.97	\$2,996.49	19%	2,164.02	2,131	-4%	86%	\$23,760,000.00	\$7,944,521.00

A-287

EXHIBIT FF

From: Thierry Prissert
Sent: Monday, July 23, 2012 3:43 PM
To: Fred Cargian <fred.cargian@breitlingusa.com>
Cc: Chuck Anderson <charles.anderson@breitlingusa.com>; Sebastien Amstutz <sebastien.amstutz@breitlingusa.com>
Subject: mid year Bonus on your region sell in and total regions sales bonus as of june 30th,2012.

Hello Fred,

You have reached 37.6% (\$6,197,630) of your \$16,500 000.

In theory (per your contract) you would not receive any mid year bonus as you achieved less then 38.4% of your goal.

Your reduced region target is now \$15,400,000 (\$1,100,000 reduction)

Reduction of 7%.

We will take in consideration this reduction to calculate your mid year bonus.

Therefore you have achieved (based on new \$15,400,000) 40% and will receive \$2570 as per appendix A of your contract component 1A)

As far as the global goal , we have reached \$41,471745 at June 30th,2012 (based on \$101,000,000 without Tourneau) which represent 41.1% and you will receive a \$860 bonus (as per appendix B of your contract component 1B)

Total Mid Year Bonus: \$3,430

Hope you can catch up to the \$15,400,000 target.

Thank You

Any question please don't hesitate to contact us.

Good luck to you.

Have a good week

Thierry Prissert
President

Breitling USA
206 Danbury Road
Wilton, CT 06897
USA

Phone: 203.762.1180

Fax: 203.762.1178

Email: Thierry.Prissert@breitlingusa.com

Check our website at: www.breitling.com

A-289

EXHIBIT GG



	2012 Jan Total	2011 Jan Total	Jan %	Feb 2012 Total	Feb 2011 Total	Feb %	Mar 2012 Total	Mar 2011 Total	Mar %
Fred	\$ 855,092.00	\$ 1,125,818.00		\$ 481,259.00	\$ 1,358,338.00		\$ 1,329,345.00	\$ 782,097.00	74%
Annie	\$ 838,896.00	\$ 927,579.00	1%	\$ 863,887.00	\$ 1,120,630.00		\$ 1,187,789.00	\$ 805,791.00	47%
Josh	\$ 1,563,188.00	\$ 1,417,775.00	12%	\$ 1,081,859.00	\$ 1,247,951.00		\$ 1,256,900.00	\$ 1,246,694.00	1%
Rick	\$ 601,236.00	\$ 567,527.00	6%	\$ 527,880.00	\$ 760,638.00		\$ 435,986.00	\$ 474,368.00	
Patrick	\$ 660,634.00	\$ 661,863.00	0%	\$ 684,135.00	\$ 985,923.00		\$ 792,935.00	\$ 727,696.00	9%
Brian	\$ 841,568.00	\$ 721,532.00	17%	\$ 1,085,702.00	\$ 1,202,453.00		\$ 929,952.00	\$ 624,723.00	43%
Beth	\$ 990,678.00	\$ 841,805.00	19%	\$ 952,444.00	\$ 875,640.00		\$ 519,195.00	\$ 605,953.00	
Reps totals	\$ 6,375,492.00	\$ 6,163,859.00	3%	\$ 5,697,166.00	\$ 7,561,573.00		\$ 6,451,982.00	\$ 5,247,322.00	23%

HOUSE	\$ 665,528.00	\$ 1,438,959.00		\$ 2,641,681.00	\$ 2,177,536.00	21%	\$ 785,681.00	\$ 1,667,860.00	
Totals	\$ 7,041,020.00	\$ 7,602,858.00		\$ 8,338,847.00	\$ 9,729,109.00		\$ 7,237,663.00	\$ 6,915,182.00	5%

	April 2012 Total	April 2011 Total	Apr %	May 2012 Total	May 2011 Total	May %	June 2012 Total	June 2011 Total	June %
Fred	\$ 1,089,191.00	\$ 1,123,396.00		\$ 1,418,476.00	\$ 1,126,761.00	26%	\$ 1,040,266.00	\$ 1,971,329.00	
Annie	\$ 769,418.00	\$ 1,037,759.00	1%	\$ 1,273,382.00	\$ 792,056.00	61%	\$ 922,761.00	\$ 1,246,197.00	
Josh	\$ 1,182,548.00	\$ 1,327,607.00		\$ 1,356,057.00	\$ 948,666.00	43%	\$ 1,353,510.00	\$ 1,622,865.00	
Rick	\$ 799,247.00	\$ 872,564.00		\$ 1,199,625.00	\$ 831,916.00	44%	\$ 1,055,747.00	\$ 1,230,765.00	
Patrick	\$ 779,083.00	\$ 817,651.00		\$ 745,920.00	\$ 839,370.00		\$ 804,650.00	\$ 1,010,556.00	
Brian	\$ 1,578,459.00	\$ 1,375,098.00	15%	\$ 1,229,651.00	\$ 875,885.00	40%	\$ 858,272.00	\$ 1,281,927.00	
Beth	\$ 1,753,240.00	\$ 1,056,462.00	66%	\$ 1,012,281.00	\$ 1,162,601.00		\$ 1,105,605.00	\$ 1,061,351.00	4%
Reps totals	\$ 7,931,286.00	\$ 7,610,657.00	4%	\$ 8,235,392.00	\$ 6,577,255.00	23%	\$ 7,141,812.00	\$ 9,425,090.00	

HOUSE	\$ 2,101,316.00	\$ 1,903,697.00	10%	\$ 405,307.00	\$ 2,857,623.00		\$ 2,406,838.00	\$ 1,470,879.00	64%
Totals	\$ 10,032,602.00	\$ 9,514,344.00	5%	\$ 8,640,699.00	\$ 9,434,878.00		\$ 9,548,650.00	\$ 10,895,969.00	26%

	July 2012 Total	July 2011 Total	July %	Aug 2012 Total	Aug 2011 Total	Aug %	Sept 2012 Total	Sept 2011 Total	Sept %
Fred	\$ 990,752.00	\$ 1,592,075.00		\$ 895,353.00	\$ 935,404.00		\$ 568,270.00	\$ 841,577.00	
Annie	\$ 832,765.00	\$ 792,413.00	18%	\$ 804,419.00	\$ 682,944.00	16%	\$ 721,480.00	\$ 911,676.00	
Josh	\$ 1,318,548.00	\$ 1,282,873.00	3%	\$ 1,052,081.00	\$ 1,405,894.00		\$ 1,494,561.00	\$ 1,294,111.00	15%
Rick	\$ 1,136,707.00	\$ 539,707.00	111%	\$ 1,079,497.00	\$ 1,118,553.00		\$ 917,949.00	\$ 839,356.00	9%
Patrick	\$ 1,049,232.00	\$ 547,203.00	92%	\$ 706,873.00	\$ 585,518.00	25%	\$ 532,003.00	\$ 745,179.00	
Brian	\$ 1,361,673.00	\$ 1,406,434.00		\$ 850,691.00	\$ 1,043,178.00		\$ 1,918,585.00	\$ 1,128,147.00	70%
Beth	\$ 1,100,839.00	\$ 756,881.00	45%	\$ 964,648.00	\$ 967,752.00	0%	\$ 1,039,405.00	\$ 1,087,868.00	
Reps totals	\$ 7,890,516.00	\$ 6,906,986.00	14%	\$ 6,353,562.00	\$ 6,730,243.00		\$ 7,212,253.00	\$ 6,847,914.00	5%

HOUSE	\$ 1,244,562.00	\$ 1,108,392.00	12%	\$ 1,170,771.00	\$ 1,792,230.00		\$ 2,446,540.00	\$ 863,298.00	184%
Totals	\$ 9,135,078.00	\$ 8,015,378.00	14%	\$ 7,524,333.00	\$ 8,522,473.00		\$ 9,660,793.00	\$ 7,711,212.00	26%

	Oct 2012 Total	Oct 2011 Total	Oct %	Nov 2012 Total	Nov 2011 Total	Nov %	Dec 2012 Total	Dec 2011 Total	Dec %
Fred	\$ 1,182,506.00	\$ 778,171.00	49%	\$ 1,651,211.00	\$ 1,060,748.00	56%	\$ 1,413,858.00	\$ 1,173,110.00	21%
Annie	\$ 1,222,047.00	\$ 1,013,927.00	21%	\$ 1,447,052.00	\$ 1,254,508.00	14%	\$ 933,335.00	\$ 1,472,780.00	
Josh	\$ 1,563,215.00	\$ 1,432,570.00	9%	\$ 2,105,805.00	\$ 1,487,854.00	42%	\$ 3,279,071.00	\$ 973,332.00	31%
Rick	\$ 615,569.00	\$ 908,959.00		\$ 1,610,288.00	\$ 1,095,345.00	47%	\$ 1,340,756.00	\$ 1,216,216.00	10%
Patrick	\$ 927,237.00	\$ 1,003,151.00		\$ 1,712,025.00	\$ 1,090,387.00	57%	\$ 608,105.00	\$ 953,543.00	
Brian	\$ 1,028,293.00	\$ 1,492,961.00		\$ 1,508,698.00	\$ 1,097,645.00	37%	\$ 1,446,349.00	\$ 1,729,230.00	
Beth	\$ 915,994.00	\$ 829,334.00	10%	\$ 920,476.00	\$ 1,046,764.00		\$ 571,432.00	\$ 726,187.00	
Reps totals	\$ 7,434,853.00	\$ 7,469,073.00	0%	\$ 10,955,555.00	\$ 8,143,231.00	35%	\$ 7,593,887.00	\$ 8,244,398.00	

HOUSE	\$ 1,673,092.00	\$ 754,696.00	122%	\$ 2,497,212.00	\$ 972,040.00	157%	\$ 1,122,920.00	\$ 1,847,219.00	
Totals	\$ 9,107,955.00	\$ 5,213,769.00	11%	\$ 13,452,767.00	\$ 9,115,271.00	48%	\$ 8,716,807.00	\$ 10,091,617.00	

YTD Sales 2012	YTD Sales 2011	YTD %	Ave Price	Jan-Dec Units 2012	
				YTD Units	Unit %
\$ 12,859,581.00	\$ 13,838,824.00		\$ 4,319	2987	3576
\$ 11,937,231.00	\$ 11,978,270.00		\$ 4,458	2678	3250
\$ 16,627,343.00	\$ 15,687,692.00	5.99%	\$ 4,557	3649	4028
\$ 11,321,437.00	\$ 10,455,914.00	8.28%	\$ 4,589	2467	2705
\$ 10,004,033.00	\$ 9,949,220.00	0.95%	\$ 4,819	2076	2695
\$ 14,637,893.00	\$ 13,979,123.00	4.71%	\$ 4,986	2936	3349
\$ 11,846,238.00	\$ 11,018,598.00	7.51%	\$ 4,577	2568	2999
\$ 89,273,756.00	\$ 86,907,641.00	2.72%	\$ 4,606	19,381	22,602

\$ 19,163,438.00	\$ 18,854,429.00	1.64%	\$ 4,449	4307	5,255
\$ 108,437,194.00	\$ 105,762,070.00	2.53%	\$ 4,578	23,688	27,857

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EXHIBIT HH

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EXHIBIT II

A-294



From: Thierry Prissert
Sent: Wednesday, September 11, 2013 6:58 PM
To: Fred Cargian
Cc: Sebastien Amstutz; Chuck Anderson
Subject: your new goal 2013

Mr Cargian ,

Please see below a recap and your new goal 2013

	Sales goal. 2013	New Goal 2013	Goal reduction 2013	Total Sales 2012	Increase 2013 vs. 2012
FRED	\$11,200,000	\$10,640,000	\$560,000	\$9,809,732	108%

Hope you make it happen in the next months
Wishing you to succeed !

Thanks

Thierry Prisset
President

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EXHIBIT JJ

A-298

EXHIBIT KK

A-299

From: Fred Cargian
Sent: Tuesday, March 15, 2011 6:51 PM
To: monika.pieren@breitling.com
Subject: A Special Request?



It's me again....

Annie and I are rooming together this year because of the mix of men and women from the US.

I wanted to ask if Annie and I could get one of the larger rooms at the plaza? We had the room one year when Annie I stayed together years ago. The room has a few extra square feet of space making it better suited for dual genders staying together. Maybe the room was on floor six? Kind of an "L" shape? With the windows that go into the ceiling?

I also know rooms are very hard to come by, but in this instance it would be nice. Annie and I have shared rooms all the years we have attended. I think this is my 18th, Annie's 17th. No hierarchy here.

You don't even have to e-mail me back. Whatever the room is when we arrive we will gladly stay in. But, I did want to ask as it makes sense now rather than later.

Ciao for now my friend. :)

Fred Cargian
Sales Representative

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