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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

MARIA RAMOS, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

PVH CORPORATION, a DELAWARE
Corporation; and DOES 1-100, inclusive,

Defendants.

CASE NO. 34-2018-00234829-CU-NP-
GDS

**NOTICE OF ENTRY OF ORDER
GRANTING PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Courtroom: 35
Judge: Hon. Alan G. Perkins

TO ALL INTERESTED PARTIES AND ATTORNEYS:

NOTICE IS HEREBY GIVEN that on October 3, 2018, the Honorable Alan G. Perkins entered the Order Granting Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement in the above-entitled matter. A copy of said Order is attached hereto as Exhibit "A".

Dated: October 4, 2018

STONEBARGER LAW, APC

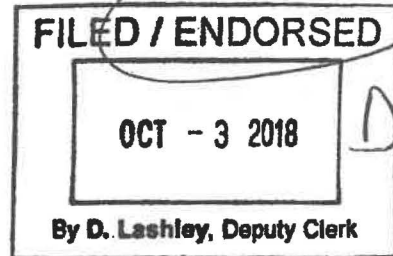
KEARNEY LITTLEFIELD, LLP

By:


Richard D. Lambert

Exhibit “A”

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**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO.**

MARIA RAMOS, on behalf of herself and all
others similarly situated,

Plaintiff,

vs.

PVH CORPORATION, a DELAWARE
Corporation; and DOES 1-100, inclusive,

Defendants.

CASE NO. 34-2018-00234829-CU-NP-
GDS

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**



**[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

The Motion of Plaintiff Maria Ramos ("Plaintiff") for an Order preliminarily approving a proposed Settlement and provisional class certification under California Rule of Court 3.769(c) and (d) came on regularly for hearing on October 3, 2018. Having reviewed and considered the motion, including the Settlement Agreement and Release (the "Settlement Agreement"), the papers filed in connection with the motion and the argument of counsel, and good cause appearing therefore, the Court hereby grants the Motion, and issues the following findings and Order.

FINDINGS:

1. Unless otherwise specified, the defined terms in this Preliminary Approval and Provisional Class Certification Order have the same meaning and definition as the terms in the Settlement Agreement.

2. The Settlement falls within the range of possible approval as fair, reasonable and adequate.

3. The Court finds that the Full Notice, Email Notice, Postcard Notice, and Store Notice: (a) constitute the best notice practicable under the circumstances, (b) constitute valid, due, and sufficient notice to all members of the Class, and (c) comply fully with the requirements of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

4. For settlement purposes only, the Class is so numerous that joinder of all Class Members is impracticable, Plaintiffs' claims are typical of the Class's claims, there are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class Members, and Class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

IT IS ORDERED THAT:

1. Settlement Approval. The Settlement and the Settlement Agreement, including the Full Notice, Email Notices, Postcard Notice, Store Notice, and Claim Form attached to the Settlement Agreement as Exhibits B-F, are preliminarily approved.

1 **2. Provisional Certification.** The Class is provisionally certified for settlement
2 purposes only as a class of all individuals who, between June 1, 2012 and the date of entry of this
3 Order, purchased one or more items from any Van Heusen Store where a higher reference price
4 was displayed. Excluded from the Class are PVH's Counsel, PVH's officers, directors, and the
5 judge presiding over the Action.

6 **3. Appointment of Class Representative and Class Counsel.** Plaintiff Maria
7 Ramos is conditionally certified as the class representative to implement the Parties' Settlement
8 in accordance with the Settlement Agreement. Stonebarger Law, APC and Kearney Littlefield
9 LLP are conditionally appointed as Class Counsel. Plaintiff and Class Counsel shall fairly and
10 adequately protect the Class's interests.

11 **4. Provision of Class Notice.** PVH shall notify Class Members of the Settlement in
12 the manner specified in Section 3.3 of the Settlement Agreement and will pay all costs associated
13 with claims administration and providing notice to Class Members. The Court further orders the
14 issuance of notice via email to all Class Members for whom an email address is available even if
15 a Class Member has previously opted out from receiving email communications from PVH or
16 the Van Heusen Stores loyalty rewards program.

17 **5. Requesting Exclusion.** A Class Member may elect to be excluded from the Class
18 and to not be bound by the Settlement and this Settlement Agreement. To make this election, a
19 Class Member must send a signed letter or postcard to the Claims Administrator, postmarked no
20 later than one hundred and five (105) calendar days after entry of this Order, stating: (a) the
21 name and case number of the Action; (b) his or her full name, address, and telephone number;
22 and (c) a statement that he/she does not wish to participate in the Settlement. A Class Member's
23 election to be excluded from the Class shall be effective upon the date the signed letter or
24 postcard is deposited in the United States Mail, as evidenced by the postmark. No later than
25 seven (7) calendar days before the filing date for Plaintiff's motion in support of the Final
26 Approval Order and Judgment, the Claims Administrator shall serve on Class Counsel and
27 PVH's Counsel a list of Class Members who have timely and validly excluded themselves from

1 the Class.

2 **6. Objection to Settlement.** Any Class Member who has not submitted a written
3 exclusion request pursuant to paragraph 5 above and wants to object to the fairness,
4 reasonableness, or adequacy of the proposed Settlement or the Settlement Agreement, must file a
5 written objection with the Court, and serve copies of the written objection on Class Counsel and
6 PVH's Counsel, no later than one hundred and five (105) calendar days after entry of this Order.
7 The delivery date is deemed to be the date the objection is deposited in the United States Mail as
8 evidenced by the postmark. Written objections should contain: (a) the name and case number of
9 the Action; (b) the Class Member's full name, address, and telephone number; (c) the words
10 "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the legal and
11 factual arguments supporting the objection; (e) facts supporting the person's status as a Class
12 Member (e.g., either any unique identifier included by the Claims Administrator in his/her
13 notice, or the date and location of his/her relevant purchases); (f) the Class Member's signature
14 and the date; and (g) the following language immediately above the Class Member's signature
15 and date: "I declare under penalty of perjury under the laws of the State of California that the
16 foregoing statements regarding class membership are true and correct to the best of my
17 knowledge." Any Class Member who has submitted a timely written objection may, but is not
18 required to, appear at the Fairness Hearing, either in person or through personal counsel hired at
19 the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the
20 Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However,
21 Class Members (with or without their attorneys) intending to make an appearance at the Fairness
22 Hearing shall so-inform the Parties and the Court on or before the Response Deadline by serving
23 a "Notice of Intention to Appear" on the Claims Administrator, Class Counsel and PVH's
24 Counsel no later than fourteen (14) calendar days before the Fairness Hearing.

25 **7. Failure to Object to Settlement.** Class Members who do not object to the
26 proposed Settlement and/or the Settlement Agreement in the manner specified in paragraph 5
27 above will: (a) be deemed to have waived their right to object to the Agreement; (b) be

1 foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other
2 process) to the Agreement; and (c) not be entitled to speak, or have their attorneys speak on their
3 behalf, at the Fairness Hearing.

4 **8. Claim Forms.** Except for Class Members who received direct notice under
5 Section 3.3(b) or (c) of the Agreement, Class Members must submit complete, valid and
6 sufficient Claim Forms no later than one hundred and five (105) calendar days after entry of this
7 Order in order to be included in the distribution of the Settlement Vouchers. Class Members may
8 also be required to provide proof of Qualifying Purchase(s) as described in Section 2.1. The
9 Claim Form shall have a space for Class Members to elect the type of Settlement Voucher he or
10 she wishes to obtain that corresponds with his/or her tier as described in Section 2.2 of the
11 Agreement. Class Members who receive direct notice pursuant to Section 3.3(b) or (c) of the
12 Agreement, shall receive one (1) Settlement Voucher for \$8 off any purchase (no minimum
13 purchase), unless such Class Member timely and validly completes a Claim Form and elects
14 different relief.

15 a. Tier 1 Authorized Claimants are not required to submit a Claim Form or proof of
16 a Qualifying Purchase to be included in the distribution of the Merchandise Certificates and
17 receive one (1) Merchandise Certificate.

18 b. To receive one (1) Merchandise Certificate as a Tier 2 Authorized Claimant, an
19 eligible Class Member shall submit a complete, valid and sufficient Claim Form, including
20 acceptable proof of Qualifying Purchase(s) during the Class Period no later than one hundred and
21 five (105) calendar days after entry of this Order.

22 c. The procedures for Tier 1 Authorized Claimants and Tier 2 Authorized Claimants
23 to receive one (1) additional Merchandise Certificate as a Tier 3 Authorized Claimant are as
24 follows:

25 i. To receive one (1) additional Merchandise Certificate as a Tier 3
26 Authorized Claimant, a Tier 1 Authorized Claimant shall submit a complete, valid and
27 sufficient Claim Form, including acceptable proof of Qualifying Purchase(s) during the
28

1 Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One
2 Cent) or more, no later than one hundred and five (105) calendar days after entry of this
3 Order. PVH may, in its sole discretion, but is not required to, waive the submission of
4 Claim Form and proof of Qualifying Purchase requirement for a Tier 1 Authorized
5 Claimant if, based upon the loyalty rewards program information maintained for that Tier
6 1 Authorized Claimant by PVH, PVH believes that Tier 1 Authorized Claimant made one
7 or more Qualifying Purchase(s) during the Class Period in an aggregate amount of
8 \$150.01 (One Hundred and Fifty Dollars and One Cent) or more.

9 ii. To receive one (1) additional Merchandise Certificate as a Tier 3
10 Authorized Claimant, a Tier 2 Authorized Claimant shall submit a complete, valid and
11 sufficient Claim Form, including acceptable proof of Qualifying Purchase(s) during the
12 Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One
13 Cent) or more, no later than one hundred and five (105) calendar days after entry of this
14 Order. A Tier 2 Authorized Claimant who timely submitted a complete, valid and
15 sufficient Claim Form, together with acceptable proof of Qualifying Purchase(s) during
16 the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and
17 One Cent) or more pursuant to paragraph 8 b above, does not need to submit a separate
18 Claim Form to receive an additional merchandise Certificate as a Tier 3 Authorized
19 Claimant.

20 d. The Claim Form, together with acceptable proof of Qualifying Purchase, may be
21 submitted electronically through the Settlement Website or by United States mail. The delivery
22 date of a Claim Form is deemed to be the date the Claim Form is received by the settlement
23 Administrator electronically through the Settlement Website, as evidenced by the electronic
24 transmission receipt, or, if the Claim Form is submitted by the United States mail, the date the
25 Claim Form is deposited in the United States Mail, as evidenced by the postmark.

26 e. Acceptable proof of Qualifying Purchases includes (i) receipt(s) clearly showing
27 the date of purchase(s) and the total amount of the purchase(s), or (ii) transaction data from a

credit or debit card clearly showing the date of purchase(s) and the total of the purchase(s).

Copies of such documents shall be attached to the Claim Form whether submitted electronically through the Settlement Website or by United States mail.

9. The Claims Administrator shall review all submitted Claim Forms and proof of Qualifying Purchase(s) for completeness, legibility, validity, accuracy, and timeliness. The Claims Administrator may employ adequate and reasonable procedures and standards to prevent the approval of duplicative and fraudulent Claims. The Claims Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Claims Administrator to: (a) verify that the information set forth in or attached to a Claim Form is accurate and the Claimant is a Class member; and (b) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent. The Claims Administrator's decision, including the Claims Administrator's decision regarding whether a claimant is a Class Member, whether a Claim is valid and timely, whether a Claim is duplicative or fraudulent and whether a Class Member is a Tier 1, Tier 2 and/or Tier 3 Authorized Claimant, shall be non-appealable, final, and binding upon the Parties and the Claimant.

10. **Termination.** If the Settlement Agreement terminates for any reason, the following will occur: (a) this Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiff as class representative, and conditional appointment of Plaintiff's Counsel as Class Counsel; (b) the Action will revert to the status that existed before Plaintiff filed her motion for approval of the Preliminary Approval Order; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. This Order will not waive or otherwise impact the Parties' rights or arguments.

11. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

12. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines, are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

13. **Fairness Hearing.** On April 5, 2019 at 1:30 PM, this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. All papers supporting Plaintiffs' request for attorneys' fees and costs shall be filed no later than fourteen (14) calendar days before the deadline for Class Members to object to the Settlement. All papers supporting final approval of the Settlement Agreement shall be filed no later than seven (7) calendar days before the Fairness Hearing. Based on the date of this Order and the date of the Fairness Hearing, the following are the certain associated dates in this Settlement:

Event	Timing	Date
Last day for PVH, through the Claims Administrator, to send Email Notice and Postcard Notice, start operating Settlement Website & begin to provide Store Notice	45 days after entry of this Order	
Last day for Plaintiff to file fee petition	91 days after entry of this Order	
Last day for Class Members to file a claim, request exclusion or object to the Settlement	105 days after entry of this Order	

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Event	Filing	Date
Last day for Parties to file briefs in support of the Final Approval Order and Judgment	7 days before Fairness Hearing	

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website but other than the website posting PVH will not be required to provide any additional notice to Class Members.

IT IS SO ORDERED.

Dated: October 3, 2018


ALAN G. PERKINS
JUDGE OF THE SUPERIOR COURT


PROOF OF SERVICE

I am a citizen of the United States and am employed in Sacramento County. I am over the age of eighteen (18) years and not a party to this action; my business address is 75 Iron Point Circle, Suite 145, Folsom, California 95630.

On October 4, 2018, I caused to be served the following document(s):

▪ **NOTICE OF ENTRY OF ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

to each of the parties herein as follows:

Lary A. Rappaport
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Lawrence I. Weinstein
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PROSKAUER ROSE LLP
Eleven Times Square
New York, NY 10036
Tel: (212) 969-3394
Fax: (212) 969-2900
Counsel for Defendant PVH Corporation

☒ **BY MAIL:** I caused such envelope(s) to be deposited in the mail at my business address, addressed to the addressee(s) designated. I am readily familiar with Stonebarger Law practice for collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business.


☐ **BY OVERNIGHT COURIER SERVICE:** I caused such envelope(s) to be delivered via overnight courier service to the addressee(s) designated.

☐ **BY FACSIMILE:** I caused said document to be transmitted to the telephone number(s) of the addressee(s) designated.

☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document(s) to be sent to the persons at the e-mail addresses listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Folsom, California on October 4, 2018.


Stephanie Judd