

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("**Settlement Agreement**") is entered into by and between plaintiff Maria Ramos, individually and in her representative capacity on behalf of all others similarly situated, ("**Plaintiff**") and defendant PVH Corp. ("**PVH**") (each a "**Party**" and collectively the "**Parties**").

### RECITALS

A. WHEREAS, on June 1, 2016, Plaintiff filed a putative class action lawsuit against PVH in San Francisco County Superior Court entitled *Maria Ramos, on behalf of herself and all others similarly situated, v. PVH Corporation; and DOES 1-100, inclusive*, Case No. CGC 16-552326 (the "**Initial Action**"). The complaint in the Initial Action asserted claims against PVH for purported false and/or deceptive advertising based on allegations that PVH advertises deceptive reference prices for items sold by PVH at its Van Heusen company stores located in California ("**Van Heusen Stores**"). Specifically, Plaintiff alleged that PVH's practices improperly lead consumers to incorrectly believe that they were receiving discounts on items they purchased at Van Heusen Stores in violation of California's Unfair Competition Law, California Business and Professions Code §§ 17200, *et seq.* (the "**UCL**"), California's False Advertising Law, California Business & Professions Code §§ 17500, *et seq.* (the "**FAL**"), and California's Consumer Legal Remedies Act, California Civil Code §§ 1750, *et seq.* (the "**CLRA**").

B. WHEREAS, on July 22, 2016, PVH removed the Initial Action to the United States District Court for the Northern District of California. The removed Initial Action was designated Case No. 3:16-cv-04131-DMR.

C. WHEREAS, on September 6, 2016, Plaintiff filed a first amended complaint in the Initial Action. The first amended complaint asserted claims against PVH for violation of the UCL, the FAL and the CLRA based on allegations that PVH's practices improperly lead consumers to incorrectly believe that they were receiving discounts on items they purchased at Van Heusen Stores.

D. WHEREAS, on September 20, 2016, based on the stipulation by the Parties, the Initial Action was transferred from the Northern District of California to the Eastern District of California. The transferred Initial Action was designated Case No. 2:16-CV-02258-JAM-KJN.

E. WHEREAS, on October 7, 2016, PVH filed a motion to dismiss the first amended complaint in the Initial Action pursuant to Rule 12 of the Federal Rules of Civil Procedure. Plaintiff filed an opposition to the motion to dismiss, and PVH filed a reply. By Minute Order dated November 9, 2016, the motion to dismiss was ordered submitted without oral argument.

F. WHEREAS, by Order dated November 17, 2016, the Initial Action was deemed related to two other pending actions filed by Maria Ramos, and ordered reassigned to another district judge to whom the two related cases were assigned. The reassigned Initial Action was designated Case No. 2:16-CV-02258-TLN-AC.

**G.** WHEREAS, following numerous discussions, and after several months had passed without a ruling on the submitted motion to dismiss, the Parties agreed to private mediation before the Hon. Dickran Tevrizian (Ret.) at JAMS.

**H.** WHEREAS, the Parties reviewed and evaluated the relevant legal issues and facts related to the claims alleged by Plaintiff against PVH, the legal issues briefed in the motion to dismiss and PVH's potential affirmative defenses. Plaintiff conducted an investigation of the facts and analyzed the relevant legal issues in regard to the claims and PVH's potential affirmative defenses thereto, and PVH voluntarily produced information requested by Plaintiff. Plaintiff and her counsel contend and believe the claims asserted by Plaintiff in the Initial Action, and realleged by Plaintiff in the Action (defined in Section 1.1 below) have merit. PVH has denied and continues to deny the allegations by Plaintiff and believes those allegations and Plaintiff's claims are without merit.

**I.** WHEREAS, on February 15, 2018, the Parties participated in a full-day mediation before retired District Judge Tevrizian. The Parties reached agreement on the material terms for settlement of the claims asserted by Plaintiff on a class basis, and their counsel jointly drafted and signed a memorandum of understanding (the "**MOU**") at the mediation memorializing the Parties agreement pending their drafting and execution of a more formal settlement agreement.

**J.** WHEREAS, in furtherance of the settlement process, on February 26, 2018, Plaintiff voluntarily dismissed the Initial Action without prejudice pursuant to Federal Rules of Civil Procedure 41(a)(1)(A)(i) with the understanding and expectation that, once the Parties drafted and executed a more formal settlement agreement embodying the terms of the MOU, Plaintiff would refile the dismissed claims and the Parties would seek court approval of the class action settlement.

**K.** WHEREAS, the Parties have jointly drafted this Settlement Agreement as the formal settlement agreement contemplated by the Parties when they entered into the MOU.

**L.** WHEREAS, the Parties have concluded that litigation could be protracted and expensive and that it is desirable that the Action and the Class Released Claims (defined in Section 2.9 below) be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and the benefits to be obtained under the proposed settlement and have considered the costs, risks, and delays associated with the prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either Plaintiff or PVH.

**M.** WHEREAS, it is now the intention of the Parties and the objective of this Settlement Agreement to avoid the costs of trial and settle and dispose of the Action and the Class Released Claims (defined in Section 1.10 below) fully, completely and forever.

## AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiff, the Class and PVH, agree to settle the Action and the Class Released Claims, subject to Court approval, under the following terms and conditions.

1. **DEFINITIONS.** In addition to the definitions included in the Recitals above, and in later sections of this Settlement Agreement, the following shall be defined terms for purposes of this Settlement Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term “**Action**” means the action entitled *Maria Ramos v. PVH Corporation*, Sacramento County Superior Court Case No. 34-2018-00234829-CU-NP-GDS.

1.2 As used herein, the term “**Authorized Claimant**” means any Class Member who either: (a) is a member of PVH’s Van Heusen Store loyalty program for whom PVH has valid contact information in the form of a residential or email address, and does not validly and timely request exclusion from the Class and the proposed Settlement pursuant to Section 3.8 below; or (b) timely submits a complete and sufficient Claim Form according to the terms of this Settlement Agreement, and does not validly and timely request exclusion from the Class and the proposed Settlement pursuant to Section 3.8 below.

1.3 As used herein, the term “**Claim**” means a request made by a Class Member in order to receive a Merchandise Certificate pursuant to the procedures stated in Section 3.5 below.

1.4 As used herein, the term “**Claim Form**” means the form Class Members shall complete to submit a claim and/or to elect the form of Merchandise Certificate(s) he or she wishes to receive under this Settlement Agreement. The Claim Form shall be substantially similar to the form attached as **Exhibit F**.

1.5 As used herein, the term “**Claimant**” means any Class Member who submits a Claim Form under this Settlement Agreement.

1.6 As used herein, the term “**Claims Administrator**” means Heffler Claims Group, who shall administer the notice, claims, and Settlement relief distribution process provided for in this Settlement Agreement.

1.7 As used herein, the term “**Claims Administrator Costs**” means all costs incurred by the Claims Administrator, including the cost of providing notice to the Class and administering the Settlement.

1.8 As used herein, the terms “**Class**” and “**Class Members**” mean all individuals not otherwise excluded in this section who, between June 1, 2012 and the date of entry of this Order, purchased one or more items from any Van Heusen Store where a higher reference price was displayed. PVH’s Counsel, PVH’s officers, directors, and the judge presiding over the Initial Action and the Action, are excluded from the Class and are not Class Members.

1.9 As used herein, the term “***Class Period***” means June 1, 2012 through the date of entry of the Preliminary Approval Order (defined in Section 1.25 below).

1.10 As used herein, the term “***Class Released Claims***” means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, in law or equity, fixed or contingent, which Class Members have or may have, arising out of or relating to any of the acts, omissions or other conduct that has been alleged or otherwise referred to in the complaint in the Initial Action, the first amended complaint in the Initial Action and/or the Complaint in the Action, including, but not limited to, the claims that PVH violated the UCL, the FAL or the CLRA based on allegations that PVH’s practices improperly lead consumers to incorrectly believe that they were receiving discounts on items they purchased at Van Heusen Stores, and any and all other claims related in any way to the advertisement of prices at Van Heusen Stores.

1.11 As used herein, the term “***Class Releasors***” means Plaintiff and all Class Members who do not validly request exclusion from the Class and the proposed Settlement pursuant to Section 3.8 below, and each of their respective successors, assigns, legatees, heirs, and personal representatives. does not

1.12 As used herein, the term “***Complaint***” means the Complaint filed by Plaintiff in the Action in Sacramento County Superior Court, Case No. 34-2018-00234829-CU-NP-GDS filed June 13, 2018.

1.13 As used herein, the term “***Court***” means the Sacramento County Superior Court.

1.14 As used herein, the term “***Defendant***” means PVH.

1.15 As used herein, the terms “***Defendant’s Counsel***” and “***PVH’s Counsel***” means the law firm of Proskauer Rose LLP.

1.16 As used herein, the term “***Email Notice***” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, PVH’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement via electronic mail. The Email Notice shall be substantially similar to the form attached as **Exhibit C**.

1.17 As used herein, the term “***Fairness Hearing***” means the hearing(s) to be held by the Court in the Action to consider and determine whether the proposed Settlement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement should be entered.

1.18 As used herein, the terms “***Final Order***” and “***Final Approval Order and Judgment***” shall mean the Court order granting final approval of the Settlement following the Fairness Hearing in the Action. The proposed Final Order that Plaintiff submits to the Court for approval shall be substantially similar to the form attached as **Exhibit G**.

1.19 As used herein, the term “***Final Settlement Date***” means two Court days after the Final Approval Order and Judgment become “final.” The Final Approval Order and Judgment

will become “final” on the date upon which either of the following events occurs (a) if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed, the expiration of sixty-one (61) calendar days after notice of the entry of the Final Approval Order and Judgment in the Action is served on the Parties; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date after any and all such appeals or other review(s) have been finally concluded in favor of the Final Approval Order and Judgment, any mandates have been returned to the Court, and the Final Approval Order and Judgment, and the ruling on any objection thereto, are no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing *en banc*, petitions for *certiorari*, or otherwise.

1.20 As used herein, the term “**Full Notice**” means the full legal notice of the proposed Settlement terms, as approved by Class Counsel, PVH’s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement. The Full Notice shall be substantially similar to the form attached as **Exhibit B**.

1.21 As used herein, the term “**Merchandise Certificate**” means a single-use certificate in the amount of \$6.50 (Six Dollars and Fifty Cents) which may be applied toward the pre-tax purchase price of any single item at a Van Heusen Store, that is subject to the following terms and conditions.

(a) Merchandise Certificates may only be used at Van Heusen Stores. They may not be used at any Van Heusen company store located outside of the state of California, nor may they be used at any other store other than a Van Heusen Store selling Van Heusen merchandise (whether or not located within the state of California).

(b) Merchandise Certificates are transferable and expire six (6) months after the later of the Final Settlement Date or the date of issuance.

(c) Merchandise Certificates may be applied toward the purchase of items that are on sale or otherwise discounted by the Van Heusen Store.

(d) Merchandise Certificates may be used in combination with Van Heusen Store loyalty rewards, but may not be combined with any other certificate, or with any coupon or promotional offer, including, but not limited to, any mall certificate, mall coupon or mall discount.

(e) If a Merchandise Certificate is applied toward the purchase of an item that is priced less than \$6.50 (Six Dollars and Fifty Cents), there will not be any unused balance remaining on the Merchandise Certificate.

(f) Only one Merchandise Certificate may be used per item purchased at a Van Heusen Store. Multiple Merchandise Certificates may be applied toward the purchase of an equal number of items at a Van Heusen Store. By way of illustration only:

(i) A customer holding two Merchandise Certificates and purchasing one item may only use one of the Merchandise Certificates toward the purchase of the item, even if the pre-tax purchase price of the item is more than \$6.50 (Six Dollars and Fifty Cents).

(ii) A customer holding two Merchandise Certificates and purchasing two items during a single visit to a Van Heusen Store may apply one Merchandise

Certificate toward the purchase of one item, and apply the second Merchandise Certificate toward the purchase of the second item.

(g) Merchandise Certificates may not be applied toward the payment of any sales tax imposed in connection with the purchase of an item. A customer using a Merchandise Certificate in connection with the purchase of an item will be responsible for paying all applicable sales taxes on the full undiscounted price of the item purchased (i.e. the full pre-tax purchase price of the item before the Merchandise Certificate is applied).

(h) If a customer returns an item that was purchased using a Merchandise Certificate, the customer will only receive Van Heusen Store store credit for the portion of the purchase that was made with the Merchandise Certificate. By way of illustration only, if a customer returns an item with a purchase price greater than \$6.50 (Six Dollars and Fifty Cents) that was purchased by applying a Merchandise Certificate for \$6.50 (Six Dollars and Fifty Cents) of the purchase price and paying the balance of the purchase price by credit card, the customer would receive store credit in the amount of \$6.50 (Six Dollars and Fifty Cents) which may be used at any Van Heusen Store and the balance of the purchase price would be refunded to the customer's credit card. Store credit received by a customer pursuant to this section will expire ninety (90) days after the date of issuance.

(i) Merchandise Certificates are not gift certificates or gift cards within the meaning of California Civil Code §§ 1749.45 through 1749.6, and those sections are wholly inapplicable to the Merchandise Certificates.

(j) Merchandise Certificates have no cash value, are not usable for cash, may not be used to purchase gift cards or gift certificates, and will not be replaced if lost, stolen or damaged.

1.22 As used herein, the term "***Named Plaintiff***" means plaintiff Maria Ramos in her individual capacity only.

1.23 As used herein, the terms "***Plaintiff's Counsel***" and "***Class Counsel***" mean the law firms of Stonebarger Law, APC and Kearney Littlefield, LLP.

1.24 As used herein, the term "***Postcard Notice***" means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, PVH's Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Settlement Agreement via postal mail. The Postcard Notice shall be substantially similar to the form attached as **Exhibit D**.

1.25 As used herein, the terms "***Preliminary Approval Order***" or "***Preliminary Approval and Provisional Class Certification Order***" mean the order provisionally certifying the Class for settlement purposes only, approving and directing notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiff submits to the Court for its approval shall be substantially similar to the form attached as **Exhibit A**.

1.26 As used herein, the term "***Qualifying Purchase***" means a purchase of any item at a Van Heusen Store where a higher reference price was displayed.

1.27 As used herein, the term “***Released Parties***” means PVH, and each of its direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of its present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under or in concert with them, or any of them.

1.28 As used herein, the term “***Response Deadline***” means the deadline by which Class Members shall deliver Claim Forms, objections or requests for exclusion. The Response Deadline shall be one hundred and five (105) calendar days after entry of the Preliminary Approval Order.

1.29 As used herein, the term “***Settlement***” means the Settlement of the Action and Class released Claims on the terms embodied in this Settlement Agreement.

1.30 As used herein, the term “***Settlement Website***” means the website that shall be created for settlement administration purposes and administered by the Claims Administrator.

1.31 As used herein, the term “***Store Notice***” means the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, PVH’s Counsel, and the Court, to be provided to Class Members under Section 3.3 by posting in Van Heusen Stores. The Store Notice shall be substantially similar to the form attached as **Exhibit E**.

## 2. SETTLEMENT TERMS.

2.1 **Tiers.** Authorized Claimants will be categorized into the following tiers:

(a) **Tier 1 Authorized Claimants:** A Tier 1 Authorized Claimant is a Class Member who: (i) is (or was) a member of the Van Heusen Stores loyalty rewards program for whom PVH maintains contact information in the form of a valid and current email address or postal address; (ii) made one or more Qualifying Purchase(s) during the Class Period; and (iii) does not submit a valid and timely written exclusion request pursuant to Section 3.8 below. An otherwise qualified Class Member does not need to submit a Claim Form or proof of Qualifying Purchase(s) to be a Tier 1 Authorized Claimant.

(b) **Tier 2 Authorized Claimants:** A Tier 2 Authorized Claimant is a Class Member who: (i) is not a Tier 1 Authorized Claimant; (ii) made one or more Qualifying Purchase(s) during the Class Period; (iii) submits a valid and timely Claim Form, together with acceptable proof of such Qualifying Purchase(s) during the Class Period in accordance with the Claims Procedures in Section 3.5 (a) - (e) below; and (iv) does not submit a valid and timely written exclusion request pursuant to Section 3.8 below.

(c) **Tier 3 Authorized Claimants:** A Tier 3 Authorized Claimant is a Class Member who: (i) is either a Tier 1 Authorized Claimant or a Tier 2 Authorized Claimant; (ii) made one or more Qualifying Purchase(s) during the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One Cent) or more; (iii) submits a valid and timely Claim Form, together with acceptable proof of such Qualifying Purchase(s) during the Class Period in accordance with the Claims Procedures in Section

3.5 (a) - (e) below; and (iv) does not submit a valid and timely written exclusion request pursuant to Section 3.8 below.

(i) As set forth in Section 3.5(c)(i) below, PVH may, in its sole discretion, but is not required to, waive the submission of Claim Form and proof of Qualifying Purchase requirement for a Tier 1 Authorized Claimant if, based upon the loyalty rewards program information maintained for that Tier 1 Authorized Claimant by PVH, PVH believes that Tier 1 Authorized Claimant made one or more Qualifying Purchase(s) during the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One Cent) or more.

## **2.2 Award to the Class.**

(a) Authorized Claimant Awards. If the Court approves the Settlement and enters the Final Approval Order and Judgment, Tier 1 Authorized Claimants, Tier 2 Authorized Claimants and Tier 3 Authorized Claimants shall be awarded Merchandise Certificates as follows:

(i) Tier 1 Authorized Claimants: PVH shall issue one (1) Merchandise Certificate to each Tier 1 Authorized Claimant. The Merchandise Certificate shall be distributed to the Tier 1 Authorized Claimant in accordance with Section 2.3(a) below. A Class Member may not be issued more than one (1) Merchandise Certificate as a Tier 1 Authorized Claimant.

(ii) Tier 2 Authorized Claimants: PVH shall issue one (1) Merchandise Certificate to each Tier 2 Authorized Claimant. The Merchandise Certificate shall be distributed to the Tier 2 Authorized Claimant in accordance with Section 2.3(b) below. A Class Member may not be issued more than one (1) Merchandise Certificate as a Tier 2 Authorized Claimant.

(iii) Tier 3 Authorized Claimants: PVH shall issue one (1) Merchandise Certificate to each Tier 3 Authorized Claimant. The Merchandise Certificate shall be distributed to the Tier 3 Authorized Claimant in accordance with Section 2.3(b) below. A Class Member may not be issued more than one (1) Merchandise Certificate as a Tier 3 Authorized Claimant.

(b) A Class Member may be issued a maximum of two (2) Merchandise Certificates by PVH: one Merchandise Certificate as either a Tier 1 Authorized Claimant or a Tier 2 Authorized Claimant, and a second Merchandise Certificate as a Tier 3 Authorized Claimant.

(c) Although a Class Member may be issued a maximum of two (2) Merchandise Certificates by PVH, nothing contained in Section 2.2(a) and (b) above prohibits a Class Member from acquiring one or more Merchandise Certificates by transfer from another Class Member or other person.

(i) By way of illustration only, a Class Member who is issued two (2) Merchandise Certificates by PVH, one as Tier 1 Authorized Claimant and a second as a Tier 3 Authorized Claimant, may acquire a third Merchandise Certificate by transfer from another Class Member to whom PVH issued a Merchandise Certificate.



**2.3 Distribution.** If the Court approves this Settlement, enters the Final Approval Order and Judgment and the Final Approval Order and Judgment become final, then, within sixty (60) calendar days of the Final Settlement Date, PVH, through the Claims Administrator, shall distribute the Merchandise Certificates as follows:

(a) Tier 1 Authorized Claimants: One (1) Merchandise Certificate shall be distributed to each Tier 1 Authorized Claimant by email or United States mail sent to the valid and current email address or postal address maintained by PVH for the Tier 1 Authorized Claimant for purposes of the Van Heusen Stores loyalty rewards program and used for direct notice pursuant to Section 3.3(b) and (c). If PVH maintains both an email address and a postal address for a Tier 1 Authorized Claimant, PVH shall have sole discretion to distribute the Merchandise Certificate to that Tier 1 Authorized Claimant by email or by United States mail.

(b) Tier 2 Authorized Claimants: One (1) Merchandise Certificate shall be distributed to each Tier 2 Authorized Claimant by email or United States mail sent to the email address or postal address provided by the Tier 2 Authorized Claimant on his or her Claim Form. If a Claim Form for a Tier 2 Authorized Claimant contains both an email address and a postal address, PVH shall have sole discretion to distribute the Merchandise Certificate to that Tier 2 Authorized Claimant by email or by United States mail.

(c) Tier 3 Authorized Claimants: One (1) Merchandise Certificate shall be distributed to each Tier 3 Authorized Claimant by email or United States mail sent to the email address or postal address provided by the Tier 3 Authorized Claimant on his or her Claim Form. If PVH has both an email address and a postal address for a Tier 3 Authorized Claimant, PVH shall have sole discretion to distribute the Merchandise Certificate to the Tier 3 Authorized Claimant by email or by United States mail.

PVH may in its sole discretion, but is not required to, distribute Merchandise Certificates to any Tier 1, Tier 2 and/or Tier 3 Authorized Claimants at any time prior to the Final Settlement Date, subject to the provision that any Merchandise Certificates so distributed will not become effective or usable unless and until the Court approves this Settlement, enters the Final Approval Order and Judgment and the Final Approval Order and Judgment become final. The expiration date for any Merchandise Certificate distributed to a Tier 1, Tier 2 and/or Tier 3 Authorized Claimant prior to the Final Settlement Date shall be six (6) months after the Final Settlement Date pursuant to Section 1.21(b) above.

**2.4 Individual Settlement Award to Named Plaintiff.** The Parties acknowledge that Named Plaintiff shall petition the Court for approval of any award to Named Plaintiff of an incentive award (the "*Individual Settlement Award*"). Named Plaintiff agrees that she will not seek an Individual Settlement Award of greater than \$2,000 (Two Thousand Dollars). PVH agrees not to object to Named Plaintiff's request for an Individual Settlement Award of up to a maximum payment of \$2,000 (Two Thousand Dollars). Named Plaintiff further agrees that, in any event, PVH will not be obligated to pay any Individual Settlement Award in excess of \$2,000 (Two Thousand Dollars). If the Court approves the Settlement of this Action and an Individual Settlement Award to Named Plaintiff, PVH agrees to pay the award approved by the Court up to \$2,000 (Two Thousand Dollars) to Named Plaintiff within ten (10) business days

after both of the following events occur: (a) the Final Settlement Date, and (b) Named Plaintiff providing PVH with a Form W-9. No interest shall be paid on the Individual Settlement Award.

**2.5 Attorneys' Fees and Costs.** The Parties acknowledge that Plaintiff shall petition the Court for approval of any award to Class Counsel for attorneys' fees and costs. Plaintiff and Class Counsel agree that Class Counsel will not seek an award greater than \$315,000 (Three Hundred and Fifteen Thousand Dollars) total for fees and costs. PVH agrees not to object to Class Counsel's request for up to a maximum payment of \$315,000 (Three Hundred and Fifteen Thousand Dollars) total for attorneys' fees and costs. Plaintiff and Class Counsel further agree that, in any event, PVH will not be obligated to pay any award to Class Counsel and any and all Additional Counsel (defined below) in excess of \$315,000 (Three Hundred and Fifteen Thousand Dollars) total for attorneys' fees and costs. If the Court approves the Settlement of this Action and an award of attorneys' fees and costs to Class Counsel, unless the Court orders a different timetable, PVH agrees to pay Class Counsel the attorneys' fees and costs approved by the Court up to \$315,000 (Three Hundred and Fifteen Thousand Dollars) total upon the occurrence of both of the following events (a) the Final Settlement Date, and (b) Stonebarger Law, APC's delivery to PVH of a current Form W-9. Unless the Court orders a different timetable, any such payment shall be made within ten (10) business days of the occurrence of the later of these events and shall be made to the law firm of Stonebarger Law, APC. Stonebarger Law, APC shall have control over and responsibility to distribute any payment of fees and costs to any other attorney or law firm that may claim entitlement to fees and costs under this Settlement or as a result of the Action, including, but not limited to, Kearney Littlefield, LLP and Prescott W. Littlefield, Esq. (each an "Additional Counsel"). No interest shall be paid on the attorneys' fees and costs award.

**2.6 Reduction in Incentive Awards or Attorneys' Fees and Costs.** A reduction by the Court or by an appellate court of the attorneys' fees or litigation costs or the Individual Settlement Award sought by Plaintiff and Class Counsel shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

**2.7 No Tax Liability of PVH or PVH's Counsel.** Under no circumstances will PVH or PVH's Counsel have any liability for taxes or tax expenses under the Settlement or this Settlement Agreement. Plaintiff and/or Class Counsel are responsible for any taxes on any recovery or award. Nothing in this Settlement or Settlement Agreement, or any statements made during the negotiation of its terms, shall constitute tax advice by PVH or PVH's Counsel.

**2.8 Settlement Implementation Costs.** PVH shall bear the costs of providing notice to the Class in the manner prescribed in Section 3.3 below and the costs associated with independent administration of benefits by the Claims Administrator.

**2.9 Release of Class Released Claims Against PVH by All Class Releasors.** Effective upon the entry of the Final Approval Order and Judgment, Class Releasors, and each of them, hereby waives and fully, finally and forever release and discharge any and all Class Released Claims against the Released Parties, and each of them.

To the extent that Section 1542 of the California Civil Code is applicable to this release of Class Released Claims, Class Releasors, and each of them, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542, or any other similar provision under federal or state law, which provides:

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

Class Releasors fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Class Releasors and Class Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agrees that the Settlement Agreement will remain effective despite any difference in facts. Further, Class Releasors agree that this waiver is an essential and material term of this Settlement Agreement, the Settlement embodied herein and the release contained in this section, and that without such waiver the Settlement would not have been accepted.

**2.10 General Release of PVH by Named Plaintiff.** In addition to the releases made by the Class Releasors set forth in Section 2.9 above, effective upon entry of the Final Approval Order and Judgment, Named Plaintiff, and each of her successors, assigns, legatees, heirs, and personal representatives, hereby also waives and fully, finally and forever generally releases and discharges the Released Parties, and each of them, from any and all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, whether known or unknown, in law or equity, fixed or contingent, including, but not limited to, all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, in law or equity, fixed or contingent, which Named Plaintiff has or may have, arising out of or relating to any of the acts, omissions or other conduct that has been alleged or otherwise referred to in the complaint in the Initial Action, the first amended complaint in the Initial Action and/or the Complaint in the Action, the claims that PVH violated the UCL, the FAL or the CLRA based on allegations that PVH's practices improperly lead consumers to incorrectly believe that they were receiving discounts on items they purchased at Van Heusen stores, and any and all other claims related in any way to the advertisement of prices at Van Heusen Stores.

Named Plaintiff, and each of her successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

Named Plaintiff, and each of her successors, assigns, legatees, heirs, and personal representatives, fully understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Named Plaintiff and Class Counsel to

be true and expressly accept and assume the risk of this possible difference in facts and agrees that the Settlement Agreement will remain effective despite any difference in facts. Further, Named Plaintiff, and each of her successors, assigns, legatees, heirs, and personal representatives, agree that this waiver is an essential and material term of this Settlement Agreement, the Settlement embodied herein and the release contained in this section, and that without such waiver the Settlement would not have been accepted.

**2.11 No Admission of Liability or Wrongdoing.** This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including PVH, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. PVH has denied and continues to deny each of the claims and contentions alleged by Plaintiff in the Action. PVH has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

### **3. CLASS SETTLEMENT PROCEDURES.**

**3.1 Cooperation to Obtain Court Approval.** The Parties will jointly take all reasonable steps necessary to secure the Court's approval of the Settlement and this Settlement Agreement.

**3.2 Preliminary Approval and Provisional Class Certification.** Plaintiff shall file her motion for preliminary approval of the Settlement Agreement as soon as feasibly possible. The motion for preliminary approval of the class action settlement and provisional class certification shall request that the Court:

- (a) preliminarily approve this Settlement Agreement;
- (b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Postcard Notice, Store Notice, and Claim Form described in Section 3.3 of this Settlement Agreement, and attached as **Exhibits B – F**;
- (c) set the date and time of the Fairness Hearing;
- (a) provisionally certify the Class under CAL. R. CT. 3.769(d) for settlement purposes only;
- (d) stay all proceedings in the Action against PVH until the Court renders a final decision on approval of the Settlement and sets a briefing schedule for the papers in support of the Final Order;
- (e) conditionally appoint Named Plaintiff as the Class Representative for settlement purposes only; and

(f) conditionally appoint the law firms of Stonebarger Law, APC and Kearney Littlefield LLP Class Counsel for settlement purposes only.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as **Exhibit A**. Class Counsel shall draft the motion papers and give PVH's Counsel a draft of the motion and proposed order to review at least five (5) calendar days before the motion's filing and service date/deadline. PVH shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order. The Parties agree that, pending the hearing on the contemplated motion for preliminary approval of the Settlement Agreement: (a) PVH shall have an extension of time to answer or otherwise respond to the Complaint in the Action; and; (b) the Parties shall not propound further discovery. In the event the Court denies preliminary approval of the Settlement Agreement, the Parties agree they will meet and confer regarding when PVH's answer or other responsive pleading to the Complaint in the Action will be due, and a schedule for conducting discovery.

**3.3 Class Notice.** Subject to the Court entering the Preliminary Approval Order, the Parties agree that PVH and the Claims Administrator will provide the Class with notice of the proposed Settlement by the following methods.

(a) **Settlement Website.** The Claims Administrator shall post the Full Notice on an Internet website ("Internet Posting") specifically created for the settlement of this Action. The Full Notice shall be substantially similar to the form attached as **Exhibit B**. The Internet Posting will also contain the Claim Form, Complaint, Settlement Agreement, and Preliminary Approval Order. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees and costs, the Internet Posting shall also post the fees and costs motion. The Internet Posting shall be operative starting on or before forty-five (45) calendar days after entry of the Preliminary Approval Order. The Internet Posting shall remain active at least until the Final Settlement Date.

(b) **Email Notice.** Using information available to PVH through the Van Heusen Stores loyalty reward program, PVH shall use reasonable efforts to identify those Van Heusen Stores customers who may be Class Members and for whom it has a valid and current email address. PVH, by and through the Claims Administrator, will send Email Notice to those Class Members for whom PVH has a valid and current email address. The Email Notice will be substantially similar to the form attached as **Exhibit C**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. PVH, through the Claims Administrator, will provide the Email Notice on or before forty-five (45) calendar days after entry of the Preliminary Approval Order. The Parties will request the Court authorize the issuance of notice under this Section to those Class Members who have previously opted out from receiving emails from PVH or the Van Huesen Stores loyalty rewards program so as to ensure notice is provided.

(c) **Postcard Notice.** Using information available to PVH through the Van Heusen Stores loyalty reward program, PVH shall use reasonable efforts to identify those Van Heusen Stores customers who may be Class Members and for whom it has a valid and current postal address, but no valid and current email address. Through the Claims

Administrator, for those Class Members for whom PVH does not have a valid and current email address, but does have a valid and current postal address, PVH will send a Postcard Notice to such Class Members. The Postcard Notice will be substantially similar to the form attached as **Exhibit D**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. PVH, through the Claims Administrator, will provide the Postcard Notice on or before forty-five (45) calendar days after entry of the Preliminary Approval Order.

**(d) Store Notice.** PVH will provide Store Notice in all of its Van Heusen Stores in a location visible to customers. This Store Notice will be substantially similar to the form attached as **Exhibit E**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. PVH will provide the Store Notice within forty-five (45) calendar days after entry of the Preliminary Approval Order, and the Store Notice will continue for sixty (60) days.

**3.4 Proof of Notice.** No later than seven (7) calendar days before the deadline for Plaintiff to file her brief in support of the Final Approval Order and Judgment, the Claims Administrator shall serve upon Class Counsel a declaration confirming that notice to the Class has been provided in accordance with Section 3.3 above.

### **3.5 Claims Procedure for Claimant Awards.**

**(a) Procedure for Receiving Award as a Tier 1 Authorized Claimant.** Tier 1 Authorized Claimants are not required to submit a Claim Form or proof of a Qualifying Purchase to be included in the distribution of the Merchandise Certificates and receive one (1) Merchandise Certificate. As set forth in Section 2.3(a) above, one (1) Merchandise Certificate shall be distributed to each Tier 1 Authorized Claimant by PVH, through the Claims Administrator.

**(b) Procedure for Receiving Award as a Tier 2 Authorized Claimant.** To receive one (1) Merchandise Certificate as a Tier 2 Authorized Claimant, an eligible Class Member (i.e. a Class Member who is not a Tier 1 Authorized Claimant and has made one or more Qualifying Purchase(s) during the Class Period) shall submit a complete, valid and sufficient Claim Form, including acceptable proof of Qualifying Purchase(s) during the Class Period as described in Section 3.5(e) below, on or before the Response Deadline.

**(c) Procedure for Receiving Award as a Tier 3 Authorized Claimant.** The procedures for Tier 1 Authorized Claimants and Tier 2 Authorized Claimants to receive one (1) additional Merchandise Certificate as a Tier 3 Authorized Claimant are as follows:

**(i)** To receive one (1) additional Merchandise Certificate as a Tier 3 Authorized Claimant, a Tier 1 Authorized Claimant shall submit a complete, valid and sufficient Claim Form, including acceptable proof of Qualifying Purchase(s) during the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One Cent) or more as described in Section 3.5(e) below, on or before the Response Deadline. PVH may, in its sole discretion, but is not

required to, waive the submission of Claim Form and proof of Qualifying Purchase requirement for a Tier 1 Authorized Claimant if, based upon the loyalty rewards program information maintained for that Tier 1 Authorized Claimant by PVH, PVH believes that Tier 1 Authorized Claimant made one or more Qualifying Purchase(s) during the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One Cent) or more.

(ii) To receive one (1) additional Merchandise Certificate as a Tier 3 Authorized Claimant, a Tier 2 Authorized Claimant shall submit a complete, valid and sufficient Claim Form, including acceptable proof of Qualifying Purchase(s) during the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One Cent) or more as described in Section 3.5(e) below, on or before the Response Deadline. A Tier 2 Authorized Claimant who timely submitted a complete, valid and sufficient Claim Form pursuant to Section 3.5(b) above together with acceptable proof of Qualifying Purchase(s) during the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One Cent) or more does not need to submit a separate Claim Form to receive an additional merchandise Certificate as a Tier 3 Authorized Claimant.

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

(e) **Acceptable Proof of Qualifying Purchase(s).** Acceptable proof of Qualifying Purchases includes (i) receipt(s) clearly showing 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.

**3.6 Right to Verify Claim Forms and to Prevent Duplicate and Fraudulent Claims.** 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.

**3.7 Right to Verify Merchandise Certificates and Prevent Duplicate, Counterfeit and Fraudulent Merchandise Certificates.** PVH and/or the Claims Administrator may review any Merchandise Certificate presented at a Van Heusen Store to determine that the Merchandise Certificate is valid and has not expired and to prevent the use of duplicate, counterfeit and fraudulent Merchandise Certificates. PVH and/or the Claims Administrator reserve the right to decline any Merchandise Certificate that PVH and/or the Claims Administrator believes is invalid, has expired, is a duplicate, is counterfeit or is fraudulent. In the event that a Merchandise Certificate presented at a Van Heusen Store is declined and the presenting party disputes the decision, PVH or, if the Claims Administrator declined the Merchandise Certificate, the Claims Administrator, will meet in good faith in an attempt to resolve the dispute.

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

**3.9 Objections.** Any Class Member who has not submitted a written exclusion request pursuant to Section 3.8 above, and who wishes to object to the fairness, reasonableness, or adequacy of the proposed Settlement or the Settlement Agreement, must file a written objection with the Court, and serve copies of the written objection on Class Counsel and PVH's Counsel, on or before the Response Deadline.

(a) Written objections should contain: (i) the name and case number of the Action; (ii) the Class Member's full name, address, and telephone number; (iii) the words "Notice of Objection" or "Formal Objection"; (iv) in clear and concise terms, the legal and factual arguments supporting the objection; (v) facts supporting the person's status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in his/her notice, or the date and location of his/her relevant purchases); (vi) the Class Member's signature and the date; and (vii) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge."

(b) Any Class Member who has submitted a timely written objection may, but is not required to, appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing shall so-inform the Parties and the Court on or before the Response Deadline by serving a "Notice of Intention to Appear" on the Claims Administrator, Class Counsel and PVH's Counsel no later than fourteen (14) calendar days before the Fairness Hearing.



**3.10 Final Approval Order and Judgment.** Before the Fairness Hearing, Plaintiff shall apply for Court approval of a proposed Final Approval Order and Judgment, substantially similar to the form attached as **Exhibit G**. Class Counsel shall also draft the motion papers and give PVH's Counsel drafts of the motion and proposed order to review at least five (5) calendar days before the motion's filing and service date/deadline. PVH shall be permitted, but is not required, to file its own brief or statement of non-opposition in support of the Final Approval Order and Judgment.

**3.11 Judgment and Enforcement.** The Parties agree that if the Court grants final approval of the proposed Settlement and enters the Final Approval Order and Judgment, then, subject to the Court's approval, the Final Approval Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement.

#### **4. NULLIFICATION OF THE SETTLEMENT AGREEMENT.**

**4.1 PVH's Right to Revoke.** PVH has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the Fairness Hearing if: (a) the Court makes an order inconsistent with any of the terms of this Settlement Agreement (except for an order reducing the Class Counsel award or the Plaintiff's Individual Settlement Awards); or (b) any court following the signing of this Settlement Agreement, but before the Fairness Hearing, certifies, whether on a conditional basis or not, a class, collective, or representative action involving a claim described in the Action by potential class members covered by this Settlement; or (c) more than one hundred (100) Class Members timely and validly elect to be excluded from the Class and to not be bound by the Settlement and this Settlement Agreement pursuant to Section 3.8 above; or (d) Plaintiff's breach of the Settlement Agreement.

**4.2 Effect of this Settlement Agreement if the Settlement Is Not Approved.** This Settlement Agreement was entered into only for the purpose of the Settlement. In the event that any of the following events occurs, then this Settlement Agreement, shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective *positions status quo ante*, and as if this Settlement Agreement was never executed: (a) PVH invokes its right to revoke pursuant to Section 4.1 above; (b) the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to all Parties; (c) the Court does not approve the Settlement or enter the Final Approval Order and Judgment; or (d) the Final Settlement Date does not occur for any reason. If any of the aforescribed events occurs, then: (a) the 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. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, PVH shall retain all its rights to object to the maintenance of the Action as a class action, and nothing

in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

## **5. ADDITIONAL PROVISIONS.**

**5.1 Change of Time Periods.** All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

**5.2 Fair, Adequate, and Reasonable Settlement.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after extensive negotiations, including a full-day mediation session conducted with the assistance of retired District Judge Tevrizian.

**5.3 Real Parties in Interest.** In executing this Settlement Agreement, the Parties warrant and represent that except as provided herein, neither the Released Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

**5.4 Voluntary Agreement.** This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

**5.5 Binding on Successors.** This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

**5.6 Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

**5.7 Authorization.** Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the Released Claims and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

**5.8 Entire Agreement.** This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action and the Released Claims. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

**5.9 Construction and Interpretation.** Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and shall be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

**5.10 Headings and Formatting of Definitions.** The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**5.11 Exhibits.** The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

**5.12 Modifications and Amendments.** No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

**5.13 Governing Law.** This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

**5.14 Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

**5.15 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

**5.16 Execution Date.** This Settlement Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**5.17 Continuing Jurisdiction.** On and after the Final Settlement Date, the Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Settlement Agreement.

**5.18 Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Settlement Agreement may be treated as originals.

**5.19 Recitals.** The Recitals are incorporated by this reference and are part of the Settlement Agreement.

**5.20 Inadmissibility.** This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order and Judgment.

**5.21 No Conflict Intended.** Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

**5.22 Disposal of the Class List.** Within six (6) months after the Final Settlement Date and completion of the administration, or in the event the Settlement is terminated pursuant to Section 4, after providing PVH's Counsel at least ten (10) calendar days advance notice of its invocation of this section, all originals, copies, documents, transcriptions, iterations, or drafts of the contact information for Class Members or any portion thereof shall be returned to PVH by the Claims Administrator.

**5.23 Notices.** Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to PVH to the attention of PVH's Counsel, and if to Class Members to the attention of Class Counsel on their behalf.

CLASS COUNSEL	PVH COUNSEL
Richard D. Lambert STONEBARGER LAW APC 75 Iron Point Circle, Ste. 145 Folsom, CA 95630	Lary Alan Rappaport Proskauer Rose LLP 2049 Century Park East Suite 3200 Los Angeles, CA 90067

**5.24 List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order
- Exhibit B: Full Notice
- Exhibit C: Email Notice
- Exhibit D: Postcard Notice
- Exhibit E: Store Notice

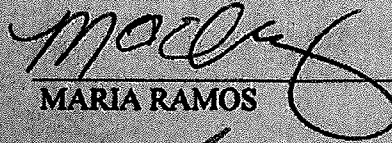


Exhibit F: Claim Form

Exhibit G: [Proposed] Final Approval Order and Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: 8/12/18

  
\_\_\_\_\_  
MARIA RAMOS

Dated: 8/12/18

  
\_\_\_\_\_  
STONEBARGER LAW APC  
*Attorneys for Plaintiff Maria Ramos and the Class*

Dated: 8/12/18

  
\_\_\_\_\_  
KEARNEY LITTLEFIELD, LLP  
*Attorneys for Plaintiff Maria Ramos and the Class*

Dated: \_\_\_\_\_

PVH CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
PROSKAUER ROSE LLP  
*Attorneys for PVH Corp.*

Exhibit F: Claim Form

Exhibit G: [Proposed] Final Approval Order and Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MARIA RAMOS

Dated: \_\_\_\_\_

\_\_\_\_\_  
STONEBARGER LAW APC  
*Attorneys for Plaintiff Maria Ramos and the Class*

Dated: \_\_\_\_\_

\_\_\_\_\_  
KEARNEY LITTLEFIELD, LLP  
*Attorneys for Plaintiff Maria Ramos and the Class*

Dated: August 22, 2018 \_\_\_\_\_

PVH CORP.

\_\_\_\_\_  
*Mark D. Fischer*

By: Mark D. Fischer

Title: Executive Vice President

Dated: August 22, 2018

\_\_\_\_\_  
*[Signature]*  
PROSKAUER ROSE LLP  
*Attorneys for PVH Corp.*