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F I L E D
Clerk of the Superior Court
FEB 11 2020

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

MIGUEL OLMEDO, and SIOBHAN MORROW, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

PVH RETAIL STORES, LLC, a Delaware Limited Liability Company, and DOES 1-20,

Defendants.

Case No. 37-2019-00003250-CU-MC-CTL

~~PROPOSED~~ FINAL JUDGMENT

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement entered between Miguel Olmedo and Siobhan Morrow (“Plaintiffs”) and PVH Retail Stores, LLC (“PVH Retail” or “Defendant”), and the Court’s Order Granting Final Approval of Class Settlement.

IT IS ORDERED AND ADJUDGED THAT:

1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification, for purposes of settlement only, of a class defined as: All persons who purchased any Tommy Hilfiger branded product offered at a purported discount from a reference price at a

1 California Tommy Hilfiger Outlet Store from April 18, 2014 to October 8, 2019 (date of
2 preliminary approval). Excluded from the Class are Defendant, as well as its officers, attorneys in
3 this action, agents or affiliates, and any judge who presides over this action.

4 2. All persons who satisfy the class definition above are “Class Members.” However,
5 persons who timely submitted valid requests for exclusion are not Class Members.

6 3. In the Order Granting Final Approval of Class Settlement, the Court found that
7 notice of the Settlement Agreement and Release (“Settlement Agreement”) was provided to Class
8 Members by either email or mail for Class Members whom PVH Retail had a valid email or mail
9 address, and a publication advertisement in compliance with Section 3.3 of the Settlement
10 Agreement, California Rules of Court, rules 3.766 and 3.769(f), and due process.

11 4. Plaintiffs Miguel Olmedo and Siobhan Morrow Morrow are awarded \$5,000.00
12 total (\$2,500 each) as individual settlement awards.

13 5. Class Counsel (Carlson Lynch, LLP) is awarded \$650,000.00 in attorneys’ fees and
14 costs.

15 6. To each Class Member who either (i) received direct notice via email or mail and
16 did not timely request exclusion from or object to the Settlement (pending resolution of the
17 objection), or (ii) submitted a timely and valid Claim Form (an “Authorized Claimant”), PVH Retail
18 shall issue a Merchandise Certificate, pursuant to Section 2.3 of the Settlement Agreement, which
19 is incorporated herein.

20 7. All Class Members who did not validly and timely request to be excluded from the
21 Settlement, and each of their respective successors, assigns, legatees, heirs, and personal
22 representatives, shall waive and forfeit, and be deemed to have fully, finally and forever released
23 and discharged all manner of action, causes of action, claims, demands, rights, suits, obligations,
24 debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs,
25 expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed
26 or contingent, which they have or may have, arising out of or relating to any of the acts, omissions
27 or other conduct that have or could have been alleged or otherwise referred to in the Complaint, or
28 any preceding version thereof, filed in the Action, including, any and all claims related in any way

1 to the advertisement of prices by PVH Retail Stores in connection with the operation of its
2 California Tommy Hilfiger Outlet Stores (including Unknown Claims) (collectively “Class
3 Released Claims”) against PVH Retail Stores and each of its direct or indirect parents, wholly or
4 majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns,
5 partners, privities, and any of their present and former directors, officers, employees, shareholders,
6 agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under
7 or in concert with it, or any of them (collectively “Released Parties”). As part of this agreement,
8 Plaintiffs and the Class Members state that they fully understand that the facts on which the
9 Settlement Agreement is to be executed may be different from the facts now believed by Plaintiffs
10 and the Class Members and the Class Counsel to be true and expressly accept and assume the risk
11 of this possible difference in facts and agree that the Settlement Agreement will remain effective
12 despite any difference in facts. Further, Plaintiffs and the Class agree that this waiver is an essential
13 and material term of this release and the Settlement that underlies it and that without such waiver
14 the Settlement would not have been accepted.

15 8. In addition to the releases made by the Class Members, set forth above, Miguel
16 Olmedo and Siobhan Morrow make the additional following general release of all claims, known
17 or unknown. Miguel Olmedo and Siobhan Morrow and their successors, assigns, legatees, heirs,
18 and personal representatives release and forever discharge the Released Parties, from all manner of
19 action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements,
20 promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of
21 any nature whatsoever, known or unknown, in law or equity, fixed or contingent. Miguel Olmedo
22 and Siobhan Morrow and their successors, assigns, legatees, heirs, and personal representatives,
23 expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and
24 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal
25 or state law, which provides:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
27 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
28 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**

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KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Miguel Olmedo and Siobhan Morrow understand that the facts on which the Settlement Agreement is to be executed may be different from the facts now believed by Plaintiffs and their Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agree that the Settlement Agreement will remain effective despite any difference in facts. Further, Miguel Olmedo and Siobhan Morrow agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

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

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

DATED: 2-11-20



SUPERIOR COURT JUDGE

RICHARD S. WHITNEY