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**F I L E D**  
Clerk of the Superior Court

FEB 11 2020

By: R. Cersosimo, Clerk

**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] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT**  
  
Date: February 7, 2020  
Time: 10:30 a.m.  
Dept.: C-68  
Judge: Hon. Richard S. Whitney

On February 7, 2020, this Court heard Plaintiffs' Miguel Olmedo and Siobhan Morrow's motion for final approval of the class action settlement. This Court reviewed: (a) the motion and the supporting papers, including, the Settlement Agreement and Release ("Settlement Agreement");<sup>1</sup> (b) any objections filed with or presented to the Court; (c) the Parties' responses to any objections; and (d) counsels' arguments. Based on this review and the findings below, the Court found good cause to grant the motion.

<sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

1 **FINDINGS:**

2 1. Upon review of the record, the Court hereby finds that the Settlement Agreement  
3 is, in all respects, fair, reasonable, and adequate, and therefore approves it.

4 2. The Court also finds that extensive arm's-length negotiations have taken place, in  
5 good faith, between Class Counsel and Defendant's Counsel resulting in the Settlement  
6 Agreement. Parts of these negotiations were presided over by the experienced mediator, Robert  
7 A. Meyer.

8 3. The Settlement Agreement provides substantial value to the Class in the form of  
9 Merchandise Certificates, as described in Sections 1.22 and 2.3 of the Settlement Agreement.

10 4. Defendant provided notice to Class Members in compliance with the Settlement  
11 Agreement, due process, and California Rules of Court, rules 3.766 and 3.769(f). The notices:  
12 (i) fully and accurately informed Class Members about the lawsuit and settlement; (ii) provided  
13 sufficient information so that Class Members could decide whether to accept the benefits offered,  
14 opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for  
15 Class Members to submit written objections to the proposed settlement, to appear at the hearing,  
16 and to state objections to the proposed settlement; and (iv) provided the time, date, and place of  
17 the final fairness hearing.

18 5. The Parties adequately performed their obligations under the Settlement  
19 Agreement.

20 6. For the reasons stated in the Preliminary Approval of Class Settlement and  
21 Provisional Class Certification Order, and having found nothing in any submitted objections that  
22 would disturb these previous findings, this Court finds and determines that the proposed Class, as  
23 defined below, meets all of the legal requirements for class certification, for settlement purposes  
24 only, under California Code of Civil Procedure § 382.

25 7. An award of \$650,000.00 in attorneys' fees and costs to Class Counsel is fair and  
26 reasonable in light of the nature of this case, Class Counsel's experience and efforts in  
27 prosecuting this Action, and the benefits obtained for the Class.

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1           8.       Incentive awards to plaintiffs Miguel Olmedo and Siobhan Morrow of \$5,000  
2 total (\$2,500 each) are fair and reasonable in light of: (a) Plaintiffs' risks (including financial,  
3 professional, and emotional) in commencing this action as the Class Representatives; (b) the time  
4 and effort spent by Plaintiffs in litigating this action as the Class Representatives; and (c)  
5 Plaintiffs' public interest service.

6           **IT IS ORDERED THAT:**

7           1.       **Class Members.** The Class Members are defined as:

8                       All persons who purchased any Tommy Hilfiger branded product offered  
9                       at a purported discount from a reference price at a California Tommy  
10                      Hilfiger Outlet Store from April 18, 2014 to October 8, 2019 (date of  
11                      preliminary approval). Excluded from the Class are Defendant, as well as  
                      its officers, attorneys in this action, agents or affiliates, and any judge who  
                      presides over this action.

12          2.       **Binding Effect of Order.** This order applies to all claims or causes of action  
13 settled under the Settlement Agreement, and binds all Class Members, including those who did  
14 not properly request exclusion under Paragraph 7 of the Preliminary Approval of Class  
15 Settlement and Provisional Class Certification Order. This order does not bind persons who  
16 submitted timely and valid Requests for Exclusion.

17          3.       **Release.** Plaintiffs and all Class Members who did not properly request exclusion  
18 are: (1) deemed to have released and discharged PVH Retail Stores, LLC, from all claims arising  
19 out of or asserted in this Action and claims released under the Settlement Agreement; and (2)  
20 barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or  
21 indirectly, these claims. The full terms of the release described in this paragraph are set forth in  
22 Sections 2.9 and 2.10 of the Settlement Agreement and are specifically incorporated herein by  
23 this reference.

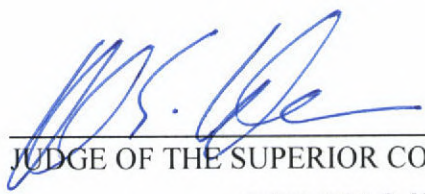
24          4.       **Class Relief.** PVH Retail Stores, LLC, will issue a Merchandise Certificate to  
25 each (i) Class Member who receives direct notice via email or mail and who does not timely  
26 request to exclude or object (pending resolution of the objection); and (ii) Class Members who  
27 submitted a valid and timely Claim Form according to the terms and timeline stated in the  
28 Settlement Agreement.

1           5.       **Attorneys' Fees and Costs.** Class Counsel is awarded \$650,000.00 in fees and  
2 costs. Payment shall be made pursuant to the timeline stated in Section 2.5 of the Settlement  
3 Agreement.

4           6.       **Incentive Awards.** Plaintiffs Miguel Olmedo and Siobhan Morrow are awarded  
5 \$5,000 total (\$2,500 each) as individual settlement awards. Payment shall be made pursuant to  
6 the timeline stated in Section 2.4 of the Settlement Agreement.

7           7.       **Court's Jurisdiction.** Pursuant to the Parties' request, the Court will retain  
8 jurisdiction over this action and the parties until final performance of the Settlement Agreement.

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11 DATED: 2-11-20

  
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JUDGE OF THE SUPERIOR COURT  
RICHARD S. WHITNEY

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