SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

JENNIFER MCCALL and JOELLEN BARRACLOUGH, on behalf of themselves and all others similarly situated, Plaintiffs, v. MICHAEL KORS (USA), INC., a Delaware corporation, Defendant.	Case No. 25CU041352N

IF YOU MADE A PURCHASE AT A MICHAEL KORS OUTLET STORE BETWEEN MAY 10, 2019, AND NOVEMBER 14, 2025, YOU MAY BE ELIGIBLE TO RECEIVE A **MERCHANDISE CERTIFICATE FOR UP TO $30 OFF A SINGLE FUTURE IN-STORE PURCHASE** AT A MICHAEL KORS OUTLET STORE.

A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement ("Settlement") has been proposed in the class action lawsuit referenced above pending in the Superior Court of California, County of San Diego (the "Action"). If the Court gives final approval to the Settlement, Michael Kors (USA), Inc. ("Michael Kors") will provide, for each Settlement Class Member[1] who made a Qualifying Purchase during the Class Period: (1) for Settlement Class Members who are KORSVIP account holders at the time of receipt of this Notice and have a California or Oregon mailing address on file with Michael Kors and who do nothing, a Merchandise Certificate for up to $30.00; and (2) for Settlement Class Members who do not have a California or Oregon mailing address on file with Michael Kors, and who timely complete and submit a valid Claim form, a Merchandise Certificate for up to $30.00. All Merchandise Certificates may be applied toward any single in-store purchase at a Michael Kors Outlet Store for up to $30.00.

YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DON'T ACT. READ THIS NOTICE CAREFULLY.

[1] Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Settlement Agreement, available HERE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	**If you do not have a California or Oregon mailing address on file with Michael Kors, and you made one or more Qualifying Purchase(s) between May 10, 2019, and November 14, 2025 (the "Class Period")**: if the Court approves the Settlement, you will receive one (1) Merchandise Certificate after completion and submission of a valid Claim Form. You will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the legal claims in this Action. Visit the Settlement Website, located at **www.MichaelKorsOutletSettlement2026.com**, to obtain a Claim Form.	Deadline: **March 20, 2026**
WHEN A CLAIM FORM IS NOT NECESSARY	**If you: (1) received direct Email Notice of this Settlement; (2) you are a KORSVIP account holder with a California or Oregon mailing address; and (3) you made one or more Qualifying Purchase(s) at a California or Oregon Michael Kors Outlet store during the Class Period**: if you do nothing, and the Court approves the Settlement, you will receive one (1) Merchandise Certificate in the amount of $30.00. You will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the legal claims in this Action.	N/A
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Merchandise Certificate under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Michael Kors for the allegations in the Action ever again.	Deadline: **March 20, 2026**
OBJECT	You may file a written objection telling the Court why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: **March 20, 2026**
GO TO THE "FAIRNESS HEARING"	The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Named Plaintiffs' request for a service award for bringing the Action. You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.	Hearing Date and Time: **March 27, 2026, at 1:30 P.M. Pacific Time**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
DO NOTHING	**If you *do not have a California or Oregon mailing address on file with Michael Kors***, and you made one or more Qualifying Purchase(s) during the Class Period: if you do nothing, you will ***not receive*** a Merchandise Certificate but will be bound by the Settlement and you will not be able to be part of any other lawsuit about the legal claims in this Action.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient***.

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BACKGROUND INFORMATION

1. *Why did I get this Notice?*

You received this Notice because a Settlement has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiffs JoEllen Barraclough, Jennifer McCall, and Angela Waldner (the "Named Plaintiffs") filed a lawsuit (the "Action") against Michael Kors (USA), Inc. ("Michael Kors"), on behalf of themselves and all others similarly situated. The Action alleges that Michael Kors engaged in misleading advertising by advertising purportedly improper discounts on merchandise sold in its Michael Kors Outlet stores.

Michael Kors denies any and all allegations of wrongdoing or unlawful conduct and any resulting liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Michael Kors further denies that any Settlement Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Named Plaintiffs' claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called "Named Plaintiff(s)" (in this Action, JoEllen Barraclough, Jennifer McCall, and Angela Waldner) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Settlement Class Members. The company sued in this Action, Michael Kors (USA), Inc., is called the Defendant.

4. *Why is there a Settlement?*

The Named Plaintiffs have made claims against Michael Kors. Michael Kors denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Named Plaintiffs or Michael Kors should win this Action. Instead, both sides agreed to the Settlement. That way, they avoid the cost and uncertainty of a trial, and the Settlement Class Members will receive relief now rather than years from now, if at all.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement: All individuals in the United States who made a Qualifying Purchase, within the Class Period (May 10, 2019, to November 14, 2025) at a Michael Kors Outlet store. Excluded from the Settlement Class are Michael Kors' Counsel, Michael Kors' officers, directors, and employees, as well as the judge presiding over the Action.

If you are a KORSVIP account holder with a California or Oregon mailing address on file with Michael Kors and have made a Qualifying Purchase at a California or Oregon Michael Kors Outlet store during the Class Period, you are a "***California or Oregon KORSVIP Authorized Claimant***" per the terms of the Settlement Agreement.

If you otherwise made a Qualifying Purchase during the Class Period but are not a KORSVIP member with a California or Oregon mailing address on file with Michael Kors who made a Qualifying Purchase from a California or Oregon Michael Kors Outlet store during the Class Period, you are a "***Nationwide Authorized Claimant***" per the terms of the Settlement Agreement.

6. *I'm still not sure if I am included.*

If you are still unsure whether you are included, you can contact the Claims Administrator for free assistance. The email address of the Claims Administrator is **info@MichaelKorsOutletSettlement2026.com**, and the U.S. postal (mailing) address

is ***McCall et al., v. Michael Kors (USA), Inc.*, Case No. 25CU041352N, c/o Simpluris, P.O. Box 25226, Santa Ana, CA 92799.**

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Settlement Class Members?*

Michael Kors has agreed to directly provide each California or Oregon KORSVIP Authorized Claimant who made a Qualifying Purchase at a Michael Kors Outlet store in California or Oregon one (1) Merchandise Certificate, which may be applied for up to $30.00 toward any purchase at Michael Kors outlet stores. These Settlement Class Members are referred to in the Settlement Agreement as "California or Oregon KORSVIP Authorized Claimants." Michael Kors has further agreed to provide to each Settlement Class Member who is not a California or Oregon KORSVIP Authorized Claimant and who submits a valid Claim Form by the Response Deadline one (1) Merchandise Certificate, which may be applied for up to $30.00 toward any purchase at Michael Kors Outlet stores.

Merchandise Certificates will be applied to the purchase prices offered by Michael Kors to the general public, and they may be used with any other discount offered to the general public. Merchandise Certificates are non-transferable, cannot be combined with other Merchandise Certificates, expire ninety days after issuance, and have no residual value if the amount redeemed is less than the Merchandise Certificate amount. The Merchandise Certificates have no cash value, are not usable for cash, and may not be used to purchase gift cards or gift certificates. Merchandise Certificates will not be replaced if lost or stolen. Each Settlement Class Member shall not use more than one Merchandise Certificate.

HOW TO RECEIVE A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM

8. *How can I get a Merchandise Certificate?*

If you are a California or Oregon KORSVIP Authorized Claimant and do nothing, and do not object or exclude yourself from the Settlement, you will receive a Merchandise Certificate for $30.00 at the email address Michael Kors maintains for you.

If you are not a California or Oregon KORSVIP Authorized Claimant, but you made a qualifying purchase and wish to receive a Merchandise Certificate for up to $30.00, ***you must complete a Claim Form***.

A Claim Form is available by clicking HERE or on the Internet at the website **www.MichaelKorsOutletSettlement2026.com**. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the Claim Form, and postmark it by **March 20, 2026,** or submit it online on or before 11:59 p.m. (Pacific) on **March 20, 2026.**

9. *When will I get my Merchandise Certificate?*

As described in Sections 17 and 18 below, the Court will hold a hearing on March 27, 2026, at 1:30 P.M. Pacific Time, to decide whether to approve the Settlement. If the Court approves the Settlement, Merchandise Certificates will be sent no earlier than April 1, 2026. There may also be appeals, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at **www.MichaelKorsOutletSettlement2026.com.** *Please be patient.*

THE LAWYERS IN THIS CASE AND THE NAMED PLAINTIFF

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firm of Lynch Carpenter, LLP ("Class Counsel") will represent the interests of all Settlement Class Members. You will not be separately charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

Michael Kors has agreed to pay Class Counsel's attorneys' fees, costs, and Class administration costs up to $1,985,000, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs. Please see section 2.4 of the Settlement Agreement, available HERE, for additional details.

12. *Will the Named Plaintiffs receive any compensation for their efforts in bringing this Action?*

The three Named Plaintiffs will each request a service award of up to $5,000 ($15,000 total) for their service as Class representatives and for their participation in discovery and in bringing the Action. The Court will make the final decision as to the amount to be paid to the Named Plaintiffs.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement Class, you will be releasing your claims against Michael Kors. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Michael Kors regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website **www.MichaelKorsOutletSettlement2026.com** contains the full terms of the release.

14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Settlement Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating: (a) the name and case number of the Action; (b) your full name, address, telephone number, and email address; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than **March 20, 2026** to the Claims Administrator at:

McCall et al., v. Michael Kors (USA), Inc., Case No. 25CU041352N
c/o Simpluris
P.O. Box 25226
Santa Ana, CA 92799

If you timely request exclusion from the Settlement Class, you will be excluded from the Settlement Class, you will not receive a Merchandise Certificate under the Settlement, you will not be bound by the Judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Michael Kors based on the conduct complained of in the Action.

15. *How do I tell the Court that I disagree with the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to consider Class Counsel's request for an award of attorneys' fees and costs, and the Individual Settlement Award to the Named Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must file a written objection with the Court and deliver copies of the written objection to the Claims Administrator, Class Counsel, and Michael Kors' Counsel at the address set forth below no later than (*i.e.*, postmarked by) **March 20, 2026.**

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c/o Simpluris
P.O. Box 25226
Santa Ana, CA 92799

Any written objections must contain: (a) the name and case number of the Action; (b) the Settlement Class Member's full name, address, telephone number, email address, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with the Actions; (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the legal and factual arguments supporting the objection; (e) facts supporting the person's status as a Settlement Class Member (e.g., the date and location of his/her Qualifying Purchases and description of the item(s) purchased); (f) the Settlement Class Member's wet signature and the date; and (g) the following language immediately above the Settlement 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." You may, but need not, submit

your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include in your timely and valid objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

16. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do *not* exclude yourself from the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement.

If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

17. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Representative Plaintiffs. You may attend, but you do not have to.

18. *When and where is the Fairness Hearing?*

On **March 27, 2026, at 1:30 P.M. Pacific Time**, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Hon. William Y. Wood in Courtroom N-29 of the Superior Court of California, County of San Diego, located at 325 S. Melrose Dr, Vista, CA 92081. The hearing may be postponed to a different date, time, or location without notice. Please check **www.MichaelKorsOutletSettlement2026.com** for any updates about the Settlement

generally, or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action, please visit the Settlement Website located at: **www.MichaelKorsOutletSettlement2026.com**. Alternatively, you may contact the Claims Administrator at the email address: **info@MichaelKorsOutletSettlement2026.com** or the U.S. postal (mailing) address: ***McCall et al., v. Michael Kors (USA), Inc.*, Case No. 25CU041352N, c/o Simpluris, P.O. Box 25226, Santa Ana, CA 92799.**

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit https://roa.sdcourt.ca.gov/roa/ or the Clerk's office at 325 South Melrose Dr., Vista, CA 92081. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

***McCall et al., v. Michael Kors (USA), Inc.*, Case No. 25CU041352N**
c/o Simpluris
P.O. Box 25226
Santa Ana, CA 92799

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DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Dated: January 5, 2026

By: Order of the Superior Court of California
HONORABLE WILLIAM Y. WOOD
SUPERIOR COURT JUDGE

Public court record.

This copy was downloaded from https://cw.simpluris.com/docs/public/downloads/MMC3/LONG_FORM
on 2026-11-02 and is hosted, unaltered, for reference at
https://chimo.ai/class-action/michael-kors

Court: Superior Court of California, County of San Diego
Case number: 25CU041352N

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