FILED
Clerk of the Superior Court
NOV 14 2025
By: A. Wagoner

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

JOELLEN BARRACLOUGH, JENNIFER MCCALL, and ANGELA WALDNER, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

MICHAEL KORS (USA), INC., a Delaware corporation,

Defendant.

Case No. 25CU041352N

~~[PROPOSED]~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION

On November (month) 14 (day), 2025, this Court heard Plaintiffs JoEllen Barraclough, Jennifer McCall, and Angela Waldner's unopposed motion for preliminary approval of class settlement and provisional class certification. This Court reviewed the motion, including the Settlement Agreement and Release (the "Settlement Agreement"). Based on this review and the findings below, the Court finds that there is good cause to grant the motion.[1]

FINDINGS:

1. The Settlement Agreement appears to be the product of serious, informed, non-collusive, arm's-length negotiations with Defendant Michael Kors (USA), Inc. ("Michael Kors"), and falls within the range of possible approval as fair, reasonable, and adequate.

[1] Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

2. The Full Notice, Email Notice, Digital Publication Notice, and Claim Form (attached to the Settlement Agreement): (a) constitute the best such forms and notice practicable under the circumstances; (b) the method for providing notice to Settlement Class Members set forth in the Settlement Agreement constitutes valid, due, and sufficient notice to all members of the Settlement Class; (c) the notice is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed Settlement; and (d) the Notices and Notice plan set forth in the Agreement comply fully with the requirements of California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

3. For Settlement purposes only, the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable.

4. For Settlement purposes only, Plaintiffs' claims are typical of Settlement Class claims.

5. For Settlement purposes only, there are questions of law and fact common to the Settlement Class, which predominate over any questions affecting only individual Class Members.

6. For Settlement purposes only, class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

IT IS ORDERED THAT:

1. **Settlement Approval**. The Settlement Agreement, including the Full Notice, Email Notice, Digital Publication Notice, and Claim Form, attached to the Settlement Agreement as Exhibits B - E, are preliminarily approved.

2. **Provision of Class Notice**. Class Counsel through the Claims Administrator will notify Settlement Class Members of the Settlement in the manner specified under Section 3.3 of the Settlement Agreement.[2]

[2] The Parties may make non-substantive edits to form of the Class Notice of Proposed Settlement of Class Action without further order from the Court. Similarly, the Parties may make non-substantive edits to form the proposed orders attached to the Settlement Agreement as Exhibits A and F.

3. **Claim for a Merchandise Certificate.**

(a) California or Oregon KORSVIP Authorized Claimants. California or Oregon KORSVIP Authorized Claimants are Settlement Class Members who are a KORSVIP account holder with a California or Oregon mailing address on file with Michael Kors, who made a purchase at a discount, of an item at a Michael Kors Outlet Store in California or Oregon during the Class Period, and who have not validly excluded themselves from the Settlement. California or Oregon KORSVIP Authorized Claimants do not need to submit a Claim Form and will automatically receive a Merchandise Certificate via email within sixty (60) calendar days of the Final Settlement Date, or April 1, 2026, whichever date occurs later.

(b) Nationwide Authorized Claimants. Nationwide Authorized Claimants are Settlement Class Members who are not California or Oregon KORSVIP Authorized Claimants, who must timely submit a complete, valid, and sufficient Claim Form on or before the Response Deadline in order to be included in the distribution of a Merchandise Certificate. The Claim Form shall require the Settlement Class Member to confirm via a valid signed affidavit as follows: "Between May 10, 2019 and [date of preliminary approval], I made one or more purchases at a Michael Kors Outlet Store, in part because the item(s) purchased was/were advertised at a discounted price(s). I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct." Settlement Class Members who submit a timely, complete, valid and sufficient Claim Form and do not request to exclude himself or herself from the Settlement will receive, via email, a Merchandise Certificate within sixty (60) calendar days of the Final Settlement Date or April 1, 2026, whichever date occurs later.

4. The Claims Administrator shall review all submitted Claim Forms 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 Settlement Class Member; and (b) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent.

5. **Objection to Settlement**. Settlement Class Members who have not submitted a timely written exclusion request pursuant to Paragraph 7 below and who want to object to the Settlement Agreement must file written objections with the Court, with copies delivered to the Claims Administrator, Class Counsel, and Michael Kors' Counsel no later than sixty (60) calendar days after issuance of the Class Notices. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator, Michael Kors' Counsel and Class Counsel on or before the deadline. The objection must include: (a) the name and case number of the Action; (b) the objecting 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 Action; (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 objector's status as a Settlement Class Member (e.g., proof of a Qualifying Purchase); (f) the objecting Settlement Class Member's signature and the date; and (g) the following language immediately above the objecting 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." Any Settlement Class Member who submits a written objection, as described in this section, has the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Settlement 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. Settlement Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing, however, must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If the objecting Settlement Class Member intends to appear at the Fairness Hearing through counsel, he or she must also identify the attorney(s) representing the objector 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 counsel is admitted. If the objecting Settlement Class Member intends to request the Court allow the Settlement Class Member to call witnesses at the Fairness Hearing, such request must be made in the Settlement Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Settlement Class Members who submit timely objections containing Notices of Intention to Appear or their counsel may speak at the Fairness Hearing.

6. **Failure to Object to Settlement**. Settlement Class Members who fail to object to the Settlement Agreement in the manner specified in Paragraph 5 above will: (a) be deemed to have waived their right to object to the Settlement Agreement; (b) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (c) not be entitled to speak at the Fairness Hearing.

7. **Requesting Exclusion**. Settlement Class Members who want to be excluded from the Settlement Class must send a signed letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, telephone number, and email address of the person requesting exclusion; and (c) a statement that the person does not wish to participate in the Settlement, postmarked no later than sixty (60) calendar days after issuance of the Class Notices.

8. **Provisional Certification**. The Settlement Class is provisionally certified as "All individuals in the United States who made a Qualifying Purchase, within the Class Period (May 10, 2019, until the date of Preliminary Approval) at a Michael Kors Outlet store, one or more products at discounts from an advertised reference price, and who have not received a refund or credit. Excluded from the Settlement Class are Michael Kors' Counsel, Michael Kors' officers, directors, and employees, and the judge presiding over the Action."

9. **Conditional Appointment of Class Representative, Class Counsel, and Claims Administrator**. Plaintiffs JoEllen Barraclough, Jennifer McCall, and Angela Waldner are conditionally certified as the Settlement Class representatives to implement the Parties' Settlement in accordance with the Settlement Agreement. The law firm of Lynch Carpenter, LLP is

conditionally appointed as Class Counsel. Plaintiffs and Class Counsel must fairly and adequately protect the interests of the Settlement Class. [_____] is appointed as the Claims Administrator.

10. **Termination**. If the Settlement Agreement terminates for any reason, the following will occur: (a) class certification will be automatically vacated; (b) Plaintiffs will stop functioning as Settlement Class representatives; (c) Class Counsel will stop functioning as Class Counsel; (d) this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, with the exception of Plaintiffs' filing of the Complaint; and (e) the Parties will meet and confer regarding pleading deadlines, a discovery schedule, and a case timeline, and all case deadlines will be stayed until the Court holds a Case Management Conference and issues an appropriate schedule. This Order will not waive or otherwise impact the Parties' rights or arguments.

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

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

13. **Further Procedures**. Counsel for the Parties are hereby authorized to agree to utilize all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

14. **Fairness Hearing**. On February (month) 13 (day), ~~2025~~ 2026, at 1:30 pm, this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate. Based on the date of this Order and the date of the Fairness Hearing, the following are the certain associated dates in this Settlement:

Event	Timing
Last day for Class Counsel, through the Claims Administrator, to send Email Notice, start operating the Settlement Website, and issue the Digital Publication Notice	30 calendar days after entry of this Order
Last day for Plaintiffs to file fee petition	60 calendar days after entry of this Order

Last day for Settlement Class Members to submit a Claim Form, request exclusion, or object to the Settlement	60 calendar days after the issuance of the Class Notices
Last day for Parties to file briefs in support of the Final Order and Judgment, and to respond to any objections to the Settlement	14 days before Fairness Hearing

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

DATED: NOV 14 2025

JUDGE SUPERIOR COURT
WILLIAM WOOD

Public court record.

This copy was downloaded from https://cw.simpluris.com/docs/public/downloads/MMC3/PRELIMINAR
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Court: Superior Court of California, County of San Diego
Case number: 25CU041352N
Filed: 2025-11-14

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