SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("***Settlement Agreement***" or "***Agreement***") is entered into by and between Plaintiffs JoEllen Barraclough, Jennifer McCall, and Angela Waldner, individually, and in their representative capacities on behalf of all others similarly situated ("***Plaintiffs***" or "***Named Plaintiffs***"), on the one hand, and defendant Michael Kors (USA), Inc. ("***Michael Kors***" or "***Defendant***"), on the other (collectively, the "***Parties***" or, singularly, a "***Party***").

RECITALS

A. On May 10, 2023, Demetra Binder, Angela Waldner, and Jennifer McCall, filed a putative class action lawsuit against Michael Kors entitled, *Binder et al. v. Michael Kors (USA), Inc.*, No. 1:23-cv-03941 (S.D.N.Y.) (the "***Federal Court Action***"), asserting false and/or misleading advertising claims based on allegations relating to Defendant's advertisement of reference prices and discounts on merchandise sold in its California, New York, and New Jersey Outlet Stores. Plaintiffs allege that Michael Kors' discounting scheme improperly leads consumers to believe that they are receiving a discount on their purchases when, in fact, they are not.

B. On July 14, 2023, Defendant filed a Motion to Dismiss. (Dkt. Nos. 18-19). Thereafter, on August 7, 2023, Plaintiffs filed a First Amended Complaint adding Plaintiff JoEllen Barraclough and claims under Oregon's Unlawful Trade Practices Act. (Dkt. No. 22).

C. On September 11, 2023, Michael Kors filed a motion to dismiss Plaintiffs' First Amended Complaint (Dkt. Nos. 25-26), which Plaintiffs opposed on October 13, 2023. (Dkt. No. 27). On June 28, 2024, the Court dismissed Plaintiff Waldner's and Binder's claims under New York and New Jersey Law with prejudice, but it denied the motion to dismiss Plaintiff McCall's and Barraclough's claims under California and Oregon law. (Dkt. No. 32).

D. On July 19, 2024, Plaintiff Waldner sought a final judgment of her claims under Federal Rules of Civil Procedure Rule 54(b). (Dkt. Nos. 35-36). On December 9, 2024, the court entered a final judgment in favor of Michael Kors as to Plaintiff Walder's claims under New York law. (Dkt. No. 43). On January 3, 2025, Plaintiff Waldner filed a notice of appeal. (Dkt. No. 44). Plaintiff Waldner's appellate brief was filed March 11, 2025. *Waldner v. Michael Kors (USA), Inc.*, 25-32 (2d Cir. 2025) Dkt. No. 23.1. Defendant filed its appellee brief on April 16, 2024, and Plaintiff-appellant Waldner filed her reply on May 6, 2025. (Dkt. Nos. 37.1, 43.1).

E. The Parties have been engaged in discovery since July 2023, including the exchange of written discovery requests, production of documents and data, responses to interrogatories, and the scheduling of depositions. The Parties extended the deadline for Plaintiffs Barraclough and McCall's motion for class certification to July 14, 2024, to allow for the completion of depositions. (Dkt. No. 50). Prior to the scheduled 30(b)(6) depositions, the Parties participated in a one-day mediation in New York with the experienced JAMS mediator Shirish Gupta on May 28, 2025.

F. As a result of the progress made at the mediation session and the diligent efforts of the Parties' mediator, the Parties reached a prospective class-wide agreement. Under the terms of the settlement, Plaintiffs agreed to dismiss the Federal Court Action without prejudice and re-file

their claims in the Superior Court of California, County of San Diego (the "***Action***") (together with the Federal Court Action, the "***Actions***"), asserting similar false and/or misleading advertising claims on behalf of the same Settlement Class (as defined below). Plaintiff Waldner also agreed to dismiss her appeal within five (5) days of the execution of the last signature on this Settlement Agreement.

G. Plaintiffs and their Counsel believe that the claims asserted in the Actions have merit.

H. Michael Kors expressly denies any liability or wrongdoing of any kind or that Plaintiffs or any putative class members have been damaged in any amount or at all in connection with the claims alleged in the Actions, and further contends that, for any purpose other than Settlement, the Actions are not appropriate for class treatment. Michael Kors does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Actions or any other actions. Michael Kors maintained, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law.

I. However, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the Parties have concluded that it is desirable that the Actions be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

J. The Parties have also considered the uncertainties of trial and the benefits to be obtained under the proposed Settlement, as well as the costs, risks, and delays associated with prosecuting this complex and time-consuming litigation, including the likely appeals of any rulings in favor of either Plaintiffs or Michael Kors.

K. 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, fully and completely, any and all claims and causes of action in the Actions.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiffs, the Class (defined below), and Michael Kors agree to the Settlement of the Actions, 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 the 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 "***Appeal***" shall mean the matter pending before the United States Court of Appeals for the Second Circuit styled *Waldner v. Michael Kors (USA), Inc.*, No. 25-32 (2d Cir. 2025).

1.2 "***California or Oregon KORSVIP Authorized Claimant***" shall mean a Settlement Class Member who is a KORSVIP account holder with a California or an Oregon mailing address on file with Michael Kors who made a purchase of an item at a discount at a Michael Kors Outlet Store in California or Oregon during the Class Period and who does not validly request exclusion

from the Settlement Class. California or Oregon KORSVIP Authorized Claimants do not need to submit a Claim or Claim Form and will automatically receive a Merchandise Certificate. Michael Kors represents that there are approximately 207,000 California or Oregon KORSVIP Authorized Claimants, as of May 28, 2025.

1.3 "***Claim***" shall mean a request made by a Nationwide Authorized Claimant in order to receive a Merchandise Certificate pursuant to the procedures stated in section 3.5 below.

1.4 "***Claim Form***" shall mean the form a Nationwide Authorized Claimant must complete and timely submit to receive a Merchandise Certificate. The Claim Form must be substantially similar to the form attached hereto as **Exhibit E.** Any material change to the Claim Form must be approved in writing by Michael Kors' Counsel.

1.5 "***Claims Administrator***" shall mean a reputable vendor of Plaintiffs' Counsel's choosing (with Defendant's Counsel's approval, which shall not be unreasonably withheld), and any successors to that entity, to administer the Notice, Claims, and Settlement relief distribution process provided for in the Settlement Agreement.

1.6 "***Claims Administrator Costs***" shall mean all costs incurred by the Claims Administrator, including the cost of providing Notice to the Settlement Class and administering the Settlement and Claims process.

1.7 "***Class Counsel***" or "***Plaintiffs' Counsel***" shall mean the law firm of Lynch Carpenter, LLP.

1.8 "***Class Period***" shall mean May 10, 2019, through the date that the Court enters a Preliminary Approval Order.

1.9 "***Class Releasors***" shall mean Plaintiffs and all Settlement Class Members who do not timely and sufficiently request to be excluded from the Settlement Class and the proposed Settlement, and each of their respective successors, assigns, legatees, heirs, spouses (to the extent spouses claim a community property interest), and personal representatives.

1.10 "***Complaint***" shall mean the complaint to be filed in the State Court Action, asserting claims on behalf of Plaintiffs and the Settlement Class (using the same definition as section 1.34 below) in connection with Michael Kors' pricing of merchandise in its Michael Kors Outlet Stores.

1.11 "***Court***" shall mean the Superior Court of California for the County of San Diego.

1.12 "***Defendant***" means Michael Kors (USA), Inc.

1.13 "***Defendant's Counsel***" and "***Michael Kors' Counsel***" shall mean the law firm of Kelley Drye & Warren LLP.

1.14 "***Digital Publication Notice***" shall mean a legal notice directing Settlement Class Members to the Settlement Website, as approved by Class Counsel, Michael Kors' Counsel, and the Court, to be provided to Settlement Class Members via digital media pursuant to section 3.4(c)

below. The Digital Publication Notice must be substantially similar to the form attached hereto as **Exhibit D**.

1.15 "***Email Notice***" shall mean the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Michael Kors's Counsel, and the Court, to be provided to Settlement Class Members that are KORSVIP members with an email address on file with Michael Kors, via electronic mail pursuant to section 3.4(b) below. The Email Notice must be substantially similar to the form attached hereto as **Exhibit C**.

1.16 "***Fairness Hearing***" shall mean the hearing(s) to be held by the Court to consider and determine whether the proposed Settlement, as contained in this Settlement Agreement, should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Settlement contained in this Settlement Agreement should be entered.

1.17 "***Federal Court Action***" shall mean the lawsuit styled *Binder et al. v. Michael Kors (USA), Inc.*, No. 1:23-cv-03941-RA (S.D.N.Y. 2023).

1.18 "***Final Order***" and "***Order Granting Final Approval of Class Settlement***" shall mean the Court order granting final approval of the Settlement in the State Court Action following the Fairness Hearing. The proposed Final Order that Plaintiffs submit to the Court for approval must be substantially similar to the form attached hereto as **Exhibit F**.

1.19 "***Final Settlement Date***" shall mean two (2) court days after the Final Order and Judgment become "final." For the purposes of this section, the Final Order and Judgment will become "final" on the date upon which either of the following events occurs: (i) 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 Order and Judgment in the State Court Action is served on the Parties; or (ii) 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 Order and Judgment, any mandates have been returned to the Court, and the Final 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 "***Full Notice***" shall mean the full legal notice of the proposed Settlement terms, as approved by Class Counsel, Michael Kors' Counsel, and the Court, to be provided to Settlement Class Members at the Settlement Website pursuant to section 3.4(a) below. The Full Notice must be substantially similar to the form attached hereto as **Exhibit B**

1.21 "***Judgment***" and "***Final Judgment***" shall mean a document labeled by the Court as such and that has the effect of a judgment.

1.22 "***KORSVIP***" shall mean the Michael Kors reward program.

1.23 "***Merchandise Certificate***" shall mean a single-use thirty-dollar ($30.00) Merchandise Certificate applicable to only in-store purchases at Michael Kors Outlet Stores. Merchandise Certificates do not require a minimum purchase and are stackable with other promotions. Merchandise Certificates may only be used in a single transaction and have no residual

value; e.g., if the entire value of the Merchandise Certificate is not used in one transaction, Michael Kors shall not honor the remaining Merchandise Certificate value for future transactions. Merchandise Certificates expire ninety (90) days after issuance, have no cash value, are not usable for cash, and cannot be used to purchase gift cards or gift certificates. Merchandise Certificates are non-transferable or reusable and will not be replaced if lost or stolen. Each Settlement Class Member shall not be issued or use more than one (1) Merchandise Certificate.

1.24 "***Michael Kors Outlet Store***" shall mean physical, brick and mortar retail stores bearing the Michael Kors trade name located in outlet centers in the United States.

1.25 "***Named Plaintiffs***" and "***Plaintiffs***" shall mean JoEllen Barraclough, Jennifer McCall, and Angela Waldner in their individual capacities only.

1.26 **"*Nationwide Authorized Claimant*"** shall mean any Settlement Class Member who (i) is not a California or Oregon KORSVIP Authorized Claimant; (ii) submits a timely and valid Claim Form; and (iii) does not submit a valid and timely written exclusion request.

1.27 "***Notice***" shall mean the legal notice summarizing the proposed Settlement terms, as approved by Class Counsel, Michael Kors' Counsel, and the Court, to be provided to Settlement Class Members, and includes Email Notice, Full Notice, and Digital Publication Notice, as applicable.

1.28 "***Preliminary Approval Order***" or "***Preliminary Approval and Provisional Class Certification Order***" shall mean the order provisionally certifying the Settlement Class for Settlement purposes only, approving and directing Notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiffs will submit to the Court for approval must be substantially similar to the form attached hereto as **Exhibit A**.

1.29 "***Qualifying Purchase***" shall mean a purchase of any Michael Kors-branded product at a Michael Kors Outlet Store during the Class Period, which Michael Kors offered at a discount from an advertised reference price, and the product was not returned for a refund or a credit.

1.30 "***Released Claims***" shall mean any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations (including Unknown Claims, as defined in section 1.37), whether in law or equity, accrued or un-accrued, direct, individual, or representative, whether based on the New York General Business Law §§ 349 and 350, the California Consumer Legal Remedies Act, Cal. Civ. Code § 1750, California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 ("UCL"), California False Advertising Law, Cal. Bus. & Prof. Code §§ 17500 ("FAL"), the Oregon Unlawful Trade Practices Act, Or. Rev. Stat. § 646.605 ("OUTPA") or any other state, federal, local, statutory, or common law, or any other laws, rules, or regulations, against the Released Parties (as defined in section 1.31), or any of them, arising out of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act in connection with the

advertisement of prices and discounts, as alleged in the Actions, including all claims that were brought or could have been brought in the Actions relating to such claims.

1.31 "***Released Parties***" shall mean Defendant and each of its present and former parent companies, subsidiaries, shareholders, members, officers, directors, employees, agents, servants, registered representatives, affiliates, partners, privities, predecessors, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with it, or any of them.

1.32 "***Response Deadline***" shall mean the deadline by which Settlement Class Members must submit a Claim Form, deliver objections, or deliver requests for exclusion. The Response Deadline shall be no later than sixty (60) calendar days after issuance of the Class Notice in the manner specified in section 3.4 below.

1.33 "***Settlement***" shall mean the Settlement of the Actions and Released Claims on the terms embodied in this Settlement Agreement.

1.34 "***Settlement Class***" and "***Settlement Class Members***" shall mean "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, 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.

1.35 "***Settlement Website***" shall mean the website that shall be created for Settlement administration purposes and administered by the Claims Administrator.

1.36 "***State Court Action***" shall mean the action to be filed in the Superior Court of California, County of San Diego per the terms of this Settlement.

1.37 "***Unknown Claims***" shall mean, with respect to the Released Claims only, Plaintiffs and the Settlement Class Members 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

As part of the Class Settlement Agreement, Plaintiffs and the Settlement Class Members state that they fully understand that the facts on which the Class Settlement Agreement is to be executed may be different from the facts now believed by Plaintiffs, the Settlement Class Members, and Class Counsel to be true, and expressly accept and assume the risk of this possible difference in facts and agree that the Class Settlement Agreement will remain effective despite any difference in facts. Further, Plaintiffs and the Settlement Class Members 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.

2. SETTLEMENT TERMS.

2.1 Award to the Settlement Class. If the Court approves the Settlement and enters the Final Order, Michael Kors, through the Claims Administrator, shall issue:

(a) to each California or Oregon KORSVIP Authorized Claimant, one (1) Merchandise Certificate; and

(b) to each Nationwide Authorized Claimant one (1) Merchandise Certificate.

(c) The total amount of Merchandise Certificates distributed to the Settlement Class shall not exceed $7,600,000 (Seven Million Six Hundred Thousand Dollars). If the claimed value of the Merchandise Certificates to be distributed to the Nationwide Authorized Claimants exceeds the balance of Merchandise Certificates after distribution to the California or Oregon KORSVIP Authorized Claimants, then the value of the Merchandise Certificates to each such Nationwide Authorized Claimant will be reduced *pro rata*.

2.2 Distribution of Merchandise Certificates to Nationwide Authorized Claimants. If the Court approves the Settlement and enters the Final Order and Judgment, and the Final Order and Judgment become final, Michael Kors, either directly or through the Claims Administrator, shall distribute the Merchandise Certificates to the email address that Nationwide Authorized Claimants designated on their Claim Form within sixty (60) calendar days of the Final Settlement Date or April 1, 2026, whichever date occurs later.

2.3 Distribution of Merchandise Certificates to California or Oregon KORSVIP Authorized Claimants. If the Court approves the Settlement and enters the Final Order and Judgment, and the Final Order and Judgment become final, Michael Kors, either directly or through the Claims Administrator, shall distribute Merchandise Certificates via email directly to the California or Oregon KORSVIP Authorized Claimants within sixty (60) calendar days of the Final Settlement Date or April 1, 2026, whichever date occurs later. California or Oregon KORSVIP Authorized Claimants who receive Notice need not do anything in response to the Notice and will be sent a Merchandise Certificate to the email address maintained by Michael Kors for the California or Oregon KORSVIP Authorized Claimant, so long as they have not timely and validly excluded themselves from the Settlement Class. Michael Kors represents that, as of May 28, 2025, there are approximately 207,000 California or Oregon KORSVIP Authorized Claimants.

2.4 Attorneys' Fees and Costs, Claims Administrator Costs, and Individual Settlement Award to Named Plaintiffs. Within ten (10) days after entry of the Final Order and Judgment, Michael Kors agrees to pay up to but not more than $2,000,000 (Two Million Dollars) in total for: (i) Class Counsel's attorneys' fees and recoverable litigation expenses ("Attorneys' Fees and Costs"); (ii) Named Plaintiffs' Individual Settlement Award (the "Individual Settlement Award"); and (iii) the Claims Administrator Costs (collectively, the "Cash Payment"). The Parties understand and agree that Class Counsel shall be responsible for payment of the Claims

Administrator Costs and distribution of the Individual Settlement Award from the $2,000,000 Cash Payment contemplated by this Section 2.4. Named Plaintiffs agree that they will not seek an Individual Settlement Award greater than $5,000 (Five Thousand Dollars) per Named Plaintiff. Michael Kors agrees that it will not object to the Named Plaintiffs' request for Individual Settlement Awards of up to a maximum payment of $5,000 per Named Plaintiff. The Parties further acknowledge that Plaintiffs must petition the Court for approval of any award to Class Counsel for Attorneys' Fees and Costs. Plaintiffs and Class Counsel agree that Class Counsel will not seek an award greater than $1,985,000, which shall include all administrative costs for which Class Counsel will be responsible, and that Michael Kors will not object to Class Counsel's request for such award. No interest shall be paid on the Attorneys' Fees and Costs award. Plaintiffs and Class Counsel further agree that, in any event, Michael Kors will not be obligated to pay any award to Class Counsel in excess of $2,000,000 total for Attorneys' Fees and Costs, Claims Administrator Costs, and Individual Settlement Awards.

2.5 Dismissal of Pending Action. Plaintiffs agree to dismiss the Federal Court Action without prejudice, and voluntarily withdraw the Appeal by the Parties' stipulation of dismissal with prejudice pursuant to Federal Rule of Appellate Procedure 42, within five (5) days of the execution of the last signature on this Settlement Agreement and thereafter shall refile and seek approval of the Settlement in the Superior Court of California, County of San Diego.

2.6 Reduction in Named Plaintiffs' Individual Settlement Award or Class Counsel's Attorneys' Fees. Named Plaintiffs' Individual Settlement Award and Class Counsel's attorneys' fees and costs are to be paid separate and apart from the award to the Settlement Class. A reduction by the Court or by an appellate court of either shall not affect any of the Parties' other rights and obligations under the Settlement Agreement.

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

2.8 Release as to All Settlement Class Members. Effective immediately upon the Final Order and Judgment becoming final, Class Releasors hereby waive and fully, finally and forever release and discharge any and all Released Claims (including Unknown Claims) against all Released Parties.

2.9 General Release by Named Plaintiffs. In addition to the releases made by the Settlement Class Members set forth in section 2.8 above, and in exchange for the consideration provided to Named Plaintiffs in this Agreement (including the Individual Settlement Awards), effective immediately upon the Final Order and Judgment becoming final (as described in section 1.19 above), Named Plaintiffs, and each of their successors, assigns, legatees, heirs, personal representatives, and any other person or entity claiming on their behalf, hereby also waive and fully, finally and forever generally release and discharge the Released Parties, and each of them, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses,

interest, dues, sums of money, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent.

In addition, Named Plaintiffs, and each of Named Plaintiffs' respective 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Named Plaintiffs, and each of their respective 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 Plaintiffs and Class 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, Named Plaintiffs, and each of their respective successors, assigns, legatees, heirs, and personal representatives, 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.

2.10 No Admission of Liability or Wrongdoing. This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. This Settlement Agreement's 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 Michael Kors, and shall not be offered or received in evidence, or requested in discovery in the Actions, or any other action or proceeding, as evidence of an admission or concession. Michael Kors has denied, and continues to deny, each of the claims and contentions alleged by Plaintiffs in the Actions. Michael Kors 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 Actions.

3. CLASS SETTLEMENT PROCEDURES.

3.1 Filing of the Complaint in the Superior Court of California for Purposes of Settlement. The Parties agree that, for Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, Plaintiffs shall file a class action complaint in the Superior Court of California, County of San Diego naming themselves as the named Plaintiffs and asserting similar false and/or deceptive advertising claims to those asserted in the Federal Court Action.

3.2 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.

3.3 Preliminary Approval and Provisional Class Certification. Plaintiffs shall file their 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 the Court to:

(a) preliminarily approve this Settlement Agreement;

(b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Digital Publication Notice, and Claim Form described in sections 3.4 and 3.5 below, and attached hereto as **Exhibits B – E** and order that notice be provided as set forth herein;

(c) find that the Notice plan: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Actions and of their right to object to or to exclude themselves from the proposed Settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all providers entitled to receive notice; and (iv) meets all requirements of applicable law;

(d) set the date and time of the Fairness Hearing;

(e) provisionally certify the Settlement Class under California Rules of Court, rule 3.769(d), for Settlement purposes only;

(f) stay all proceedings in the Action against Michael Kors 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;

(g) conditionally appoint Named Plaintiffs as the Settlement Class representatives for Settlement purposes only; and

(h) conditionally appoint the law firm of Lynch Carpenter, LLP as Class Counsel for Settlement purposes only.

The proposed Preliminary Approval and Provisional Class Certification Order shall be substantially similar to the form attached hereto as **Exhibit A**. Class Counsel shall draft the motion papers. Within 30 days after the Settlement Agreement is fully executed, Michael Kors shall provide Class Counsel with a supporting declaration attesting to the purchasing power of the Merchandise Certificates by approximating the number of products that could be purchased from a Michael Kors Outlet Store solely with a Merchandise Certificate. Michael Kors 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 and provisional Class certification order: (i) if Michael Kors has not already filed a responsive pleading, Michael Kors

shall have an extension of time to answer or otherwise respond to the Complaint, and; (ii) the Parties shall not propound further discovery.

3.4 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that Class Counsel and the Claims Administrator will provide the Settlement Class with Notice of the proposed Settlement by the following methods:

(a) Settlement Website. The Claims Administrator will post the Full Notice on an Internet website ("Internet Posting") specifically created for the Settlement of the Actions. The Full Notice shall be substantially similar to the form attached hereto as **Exhibit B**. The Internet Posting will also contain the Claim Form, instructions for valid exclusion requests, Complaint, Settlement Agreement, and Preliminary Approval Order. Within ten (10) court days of when Class Counsel files a motion for attorneys' fees, and costs and an Individual Settlement Award, the Internet Posting will also post the fees and costs motion. The Internet Posting shall be operative starting on or before thirty (30) 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. Michael Kors shall conduct a reasonable search of its records and provide the last known valid email address to the Claims Administrator for Michael Kors KORSVIP rewards members who may be a Settlement Class Member. The Claims Administrator will send an Email Notice that will be substantially similar to the form attached hereto as **Exhibit C** and will provide the web address of the Internet Posting and an email and mailing address to contact the Claims Administrator. Class Counsel, through the Claims Administrator, will provide the Email Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order, or at such other time as ordered by the Court. The Parties will request the Court authorize the issuance of Email Notice under this section to those Settlement Class Members who have previously opted out of receiving emails from Michael Kors through its KORSVIP rewards program, or any applicable loyalty program, advertisement, or otherwise, so as to ensure notice is provided. Any material changes to the form in Exhibit C must be approved in writing by Michael Kors' Counsel.

(c) Digital Publication Notice. Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, Class Counsel, through the Claims Administrator, will publish digital website banner advertisements focused on providing notice to Settlement Class Members (for whom Michael Kors does not have contact information) to be arranged and agreed upon with the assistance of the Claims Administrator. The text of the Digital Publication Notice will be substantially similar to the form attached hereto as **Exhibit D**.

Except for in accordance with the Class Notice procedures set forth in this section, including the establishment of the Settlement Website by the Claims Administrator, or as otherwise directed by the Court, Class Counsel shall not publicize the Settlement.

3.5 Claims Procedure.

(a) Nationwide Authorized Claimants. Other than California or Oregon KORSVIP Authorized Claimants, Settlement Class Members must submit a complete, valid, and sufficient Claim Form on or before the Response Deadline in order to be included in the distribution of the thirty-dollar ($30.00) Merchandise Certificates. 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 Michael Kors Outlet Stores in part because the purchases were advertised at discounted prices. 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 complete, valid and sufficient Claim Form, who are not California or Oregon KORSVIP Authorized Claimants, and who do not request to exclude himself or herself from the Settlement Class, 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.

(b) California or Oregon KORSVIP Authorized Claimants. California or Oregon KORSVIP Authorized Claimants who have not validly excluded themselves from the Settlement Class will receive a Merchandise Certificate via email within sixty (60) calendar days of the Final Settlement Date or April 1, 2026, whichever date occurs later. California or Oregon KORSVIP Authorized Claimants may not submit a Claim Form or otherwise obtain any additional Merchandise Certificate.

(c) Date of Submission. The Claim Form 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 Claims 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.

3.6 Right to Verify Claim Forms and to Prevent Duplicate and Fraudulent Claims. 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. Subject to Court order, 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 (i) verify that the information set forth in, or attached to, a Claim Form is accurate, and the Claimant is a Settlement Class Member; and (ii) determine the validity of any Claim and/or whether any Claim is duplicative or fraudulent. Michael Kors and Michael Kors' Counsel shall have the right to audit all Claims to confirm that Claims are valid. The Claims Administrator's decision, including the Claims Administrator's decision regarding whether a Claimant is a Settlement Class Member, and whether a Claim is valid and timely, whether a Claim is duplicative or fraudulent, shall be non-appealable, final, and binding upon the Parties and the Claimant.

3.7 Right to Verify and Prevent Duplicate, Counterfeit and Fraudulent Merchandise Certificates. Michael Kors and/or the Claims Administrator may review any

Merchandise Certificate presented at Michael Kors Outlet Stores to determine whether it is valid and has not expired, if the Settlement Class Member has already used a Merchandise Certificate, and to prevent the use of duplicate, counterfeit, and fraudulent Merchandise Certificates. Michael Kors and/or the Claims Administrator reserve the right to decline any Merchandise Certificate that Michael Kors and/or the Claims Administrator believes in good faith is invalid, has expired, is a duplicate, is counterfeit, or is fraudulent. In the event that a Merchandise Certificate is declined and the Claimant disputes the decision, Michael Kors or, if the Claims Administrator declined the Merchandise Certificate, the Claims Administrator, will meet with the Claimant in good faith to attempt to resolve the dispute.

3.8 Objections. Any Settlement Class Member who has not submitted a timely written exclusion request pursuant to section 3.9 below, and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, must file written objections with the Court, with copies delivered to the Claims Administrator, Michael Kors' Counsel and Class Counsel on or before the Response Deadline.

(a) The delivery date of any written objection is deemed to be the date the objection is deposited in the U.S. Mail, as evidenced by the postmark. If no postmark exists, then the written objection shall be deemed invalid. It shall be the objector's responsibility to ensure receipt of any objection by the Claims Administrator, Michael Kors' Counsel and Class Counsel.

(b) Any written objections must contain: (i) the name and case number of the Action; (ii) 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; (iii) the words "Notice of Objection" or "Formal Objection" in the subject line; (iv) in clear and concise terms, the legal and factual arguments supporting the objection; (iv) facts supporting the person's status as a Settlement Class Member (e.g., the date and location of his/her Qualifying Purchase(s) and description of item(s) purchased); (v) the Settlement Class Member's wet signature and the date; and (vi) 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."

(c) Any Settlement Class Member who submits a written objection, as described in this section, has the option to, but is not required 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. However, Settlement Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must include on a timely and valid objection a statement substantially similar to "Notice of Intention to Appear." If an objecting Settlement Class Member (either with or without his or her attorney, or through his or her attorney acting on his or her behalf) intends to speak at the Fairness Hearing in support of the objection, the Settlement Class Member's objection must state this intention in a "Notice of Intention to Appear" served on the Claims Administrator, Class Counsel and Michael Kors' Counsel

no later than fifteen (15) calendar days before the Fairness Hearing. If the objecting Settlement Class Member intends to appear at the Fairness Hearing with or 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 in the Notice of Intention to Appear. If the objecting Settlement Class Member (or the Settlement Class Member's counsel) intends to request the Court to 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, including Notices of Intention to Appear, may speak at the Fairness Hearing. If a Settlement Class Member makes an objection through an attorney, the Settlement Class Member will be responsible for his or her personal attorneys' fees and costs.

3.9 Exclusion from the Settlement Class. Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Settlement Agreement. To make this election, a Settlement Class Member must 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) the full name, address, telephone number, and email of the person requesting exclusion; and (c) a statement that he or she does not wish to participate in the Settlement. No later than seven (7) calendar days before the filing date for Plaintiffs' motion in support of the Final Order and Judgment, the Claims Administrator shall provide to Class Counsel and Michael Kors' Counsel a list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class. Settlement Class Members who do not submit a valid and timely request for exclusion shall not be in included in the foregoing Settlement Class Members exclusion list.

3.10 Final Order and Judgment. Before the Fairness Hearing, Plaintiffs shall apply for Court approval of a proposed Final Order, substantially similar to the form attached hereto as **Exhibit F**. Class Counsel shall draft the motion papers. Michael Kors shall be permitted, but is not required, to file its own brief or statement of non-opposition in support of the Final Order and Judgment. Subject to the Court's approval, the Final Order and Judgment shall, among other things:

(a) finally approve the Settlement Agreement as fair, reasonable and adequate;

(b) finally certify the Settlement Class, pursuant to California Code of Civil Procedure § 382;

(c) find that the Notice and the Notice dissemination methodology complied with the Settlement Agreement, California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California Constitution and United States Constitution;

(d) issue orders related to the relief provided for in the Settlement Agreement, including distribution of the Merchandise Certificate, payment of Plaintiffs' Individual Settlement Award, and payment of Class Counsel's fees and costs;

(e) incorporate the releases set forth in the Settlement Agreement;

(f) dismiss the Action with prejudice; and

(g) retain jurisdiction over the Action and the Parties relating to the administration, consummation, and/or enforcement of the Agreement and/or the Final Order and Judgment, and for any other necessary purpose.

3.11 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Settlement and enter Judgment, the Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Settlement Agreement, including but not limited to pursuant to Section 664.6 of the California Code of Civil Procedure.

4. Nullification of Settlement Agreement.

4.1 Effect of Agreement if Settlement Is Not Approved. This Settlement Agreement was entered into only for the purpose of Settlement. Defendant's agreement as to provisional certification is solely for purposes of effectuating the Settlement Agreement. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue. If any of the following events occur, 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, with the exception of the dismissal of the Federal Court Action and Appeal and Plaintiffs' filing of the Complaint: (i) the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any material modifications of this Settlement Agreement that are not acceptable to all Parties; (ii) the Court does not approve the Settlement or enter the Final Order and Judgment; or (iii) the Final Settlement Date does not occur for any reason. If any of the afore-described 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 Settlement Class, conditional appointment of Named Plaintiffs as Class representatives, and conditional appointment of Plaintiffs' Counsel as Class Counsel; (b) the Action will revert to the status that existed before Named Plaintiffs filed their motion for approval of the Preliminary Approval Order, with the exception of Plaintiffs' filing of the Complaint; (c) 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; (d) the Parties will meet and confer regarding pleading deadlines; and (e) 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 Actions or any other proceeding. If the Court does not approve the Settlement or enter the Final Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Michael Kors shall retain all its rights to object to the maintenance of the Actions 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 Actions 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 Settlement Class.

5.2 Fair, Adequate, and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after the completion of substantial discovery and extensive negotiations, including one mediation session conducted with the assistance of the experienced JAMS mediator Shirish Gupta.

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 Actions. 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 must 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. 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 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

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class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final 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 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 in connection therewith, shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to Michael Kors, to the attention of Michael Kors' Counsel, and if to Settlement Class Members, to the attention of Class Counsel on their behalf.

CLASS COUNSEL	MICHAEL KORS' COUNSEL
Todd D. Carpenter Matthew J. Zevin Connor J. Porzio LYNCH CARPENTER, LLP 9171 Towne Centre Dr, Ste 180 San Diego, CA 92122	Geoffrey W. Castello James B. Saylor Brianna J. Santolli KELLEY DRYE & WARREN LLP 3 World Trade Center 175 Greenwich Street New York, NY 10007

5.23 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: Digital Publication Notice

Exhibit E: Claim Form

Exhibit F: [Proposed] Order Granting Final Approval of Class Settlement

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

Dated: 7/11/2025

Signed by:
Barraclough
9AD897E4A4B8406...
JOELLEN BARRACLOUGH

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Dated: 7/11/2025

Signed by:
McCall
0131C2E20A72473...

JENNIFER MCCALL

Dated: _____

_____
ANGELA WALDNER

Dated: _____

_____
MICHAEL KORS (USA), INC.

By:_____

Title: _____

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Dated: _____

_____
JENNIFER MCCALL

Dated: 7/10/2025

Signed by:
Angela Waldner
D207A84C7ABF402...

_____
ANGELA WALDNER

Dated: _____

_____
MICHAEL KORS (USA), INC.

By:_____

Title: _____

Dated: _____

_____
JENNIFER MCCALL

Dated: _____

_____
ANGELA WALDNER

Dated: 7/11/2025

APWalsh.
_____
MICHAEL KORS (USA), INC.

By: Anne Walsh

Title: President, NA Retail

EXHIBIT A

[PROPOSED] PRELIMINARY APPROVAL AND PROVISIONAL CLASS CERTIFICATION ORDER

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. _____

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

On _____ (month) ___ (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 _____ (month) ___ (day), 2025, at _____, 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:_____ _____

JUDGE SUPERIOR COURT

EXHIBIT B
FULL NOTICE

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. _____

IF YOU MADE A PURCHASE AT A MICHAEL KORS OUTLET STORE BETWEEN MAY 10, 2019, AND [MONTH] [DAY], [YEAR], YOU MAY BE ELIGIBLE TO RECEIVE A **MERCHANDISE CERTIFICATE FOR UP TO $30 OFF ANY IN-STORE PURCHASE** USABLE TOWARD A SINGLE FUTURE 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[3] 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 for up to $30.00 toward any single in-store purchase at Michael Kors Outlet Store.

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

[3] 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 _____ (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 _____, to obtain a Claim Form.	Deadline: _____
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: _____ ___
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: _____ ___
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: _____ —
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***.

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION ..... ##

1. Why did I get this notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT ..... ##

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

HOW TO RECEIVE A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM ..... ##

8. How can I get a Merchandise Certificate?
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THE LAWYERS IN THIS CASE AND THE NAMED PLAINTIFFS ..... ##

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
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DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS ..... ##

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

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ..... ##

14. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT ..... ##

15. How do I tell the Court that I disagree with the Settlement?
16. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING ..... ##

17. What is the Fairness Hearing?
18. When and where is the Fairness Hearing?

19. May I speak at the hearing?

ADDITIONAL INFORMATION..... ##

20. How do I get more information?

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

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, until the date of the Preliminary Approval Order) 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 _____, and the U.S. postal (mailing) address is _____.

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 _____. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the Claim Form, and postmark it by _____ or submit it online on or before 11:59 p.m. (Pacific) on _____.

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

As described in Sections 17 and 18 below, the Court will hold a hearing on _____ at _____, 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 _____. *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 their efforts in participating in discovery and 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 _____ 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 _____ to the Claims Administrator at:

Barraclough et al., v. Michael Kors (USA), Inc., No. _____

c/o _____

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) _____.

Barraclough et al., v. Michael Kors (USA), Inc., No. _____

c/o _____

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 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 _____, 2025 at _____ Pacific Standard 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. _____ in Courtroom ____ 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 or time or location without notice. Please check _____ 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: _____. Alternatively, you may contact the Claims Administrator at the email address: _____ or the U.S. postal (mailing) address: _____.

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:

Barraclough et al., v. Michael Kors (USA), Inc., No. _____

_____

_____

_____

****

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

Dated: _____, 2025

By: Order of the Superior Court of California
HONORABLE _____
SUPERIOR COURT JUDGE

EXHIBIT C
EMAIL NOTICE

To: _____
From: _____
Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

IF YOU MADE A PURCHASE FROM A MICHAEL KORS OUTLET STORE BETWEEN MAY 10, 2019, AND [MONTH] [DAY], [YEAR], YOU MAY BE ELIGIBLE TO RECEIVE A **MERCHANDISE CERTIFICATE FOR UP TO $30 OFF ANY IN-STORE PURCHASE** USABLE TOWARD FUTURE PURCHASES AT MICHAEL KORS OUTLET STORES.

Why did I get this Notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Superior Court of California, County of San Diego ("Court") titled *Barraclough et al. v. Michael Kors (USA), Inc.* (the "Action"). According to available records, you might be a "Settlement Class Member." The purpose of this Email Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is Action about? The Action was filed against Michael Kors (USA), Inc. ("Michael Kors" or "Defendant") by Plaintiffs JoEllen Barraclough, Jennifer McCall, and Angela Waldner alleging that Michael Kors engaged in misleading advertising by advertising 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. ***No court has decided which side is right. But both sides agreed to provide benefits to Class Members and resolve the Action.***

Am I a Settlement Class Member? You are a "Settlement Class Member" if you purchased from Michael Kors Outlet stores, one or more products at discounts from an advertised reference price and have not received a refund or credit for your purchase(s) during the Class Period **(May 10, 2019 until the date of the Preliminary Approval Order)**. Excluded from the Settlement Class are Michael Kors' Counsel, Michael Kors' officers, directors and employees, and the judge presiding over the Action.

What relief does the Settlement provide? Michael Kors has agreed to directly provide each California or Oregon KORSVIP Authorized Claimant (a KORSVIP rewards member with a California or Oregon mailing address who has made a Qualifying Purchase at a Michael Kors Outlet store in California or Oregon during the Class Period) 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 may be combined 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.

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by _____, or you won't be able to sue Michael Kors about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Merchandise Certificate from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed Notice available at _____ explains how to request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement, and a request by the lawyers representing all Settlement Class Members (Lynch Carpenter, LLP) for up to $2,000,000 for: attorneys' fees, costs (including Claims Administrator costs); and Individual Settlement Award for the Named Plaintiffs (JoEllen Barraclough, Jennifer McCall, and Angela Waldner) who will each request for $5,000 for their time and services. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Settlement Agreement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit _____. You may also write to the Claims Administrator at the email address: _____ or the postal address: _____.

EXHIBIT D
DIGITAL PUBLICATION NOTICE

[TO BE PROVIDED BY CLAIMS ADMINISTRATOR]

EXHIBIT E
CLAIM FORM

***BARRACLOUGH, ET AL. v. MICHAEL KORS (USA), INC.* – CLAIM FORM**

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN _____.

PERSONAL INFORMATION. Please print or type the following information legibly. *This information will be used to deliver your Merchandise Certificate and communicate with you if any problems arise with your Claim.*

Name (first, middle, and last):_____

Residential Street Address:_____

City, State, and ZIP code:_____

Email Address (including those associated with any KORSVIP account you hold or have held since May 10, 2019): _____

Telephone Number: (_____)_____

CONFIRMATION OF SETTLEMENT CLASS MEMBERSHIP. I declare that between May 10, 2019, and [date of preliminary approval], I made one or more purchases at a Michael Kors Outlet store, in part because they were advertised at discounted prices, and I have not received a refund or credit for my purchase(s).

The Claims Administrator, Michael Kors, and/or Michael Kors' Counsel may verify your Claim.

ACKNOWLEDGEMENT. I have received Notice of the Class Settlement in this Action and I am a member of the Settlement Class of persons described in the Notice. I agree to release all the claims, known and unknown, stated in Section 2.8 of the Settlement Agreement. I submit to the jurisdiction of the Superior Court of California, County of San Diego, with regard to my Claim and for purposes of enforcing the release of claims stated in the Settlement Agreement. I am aware that I can obtain a copy of the Full Notice and Settlement Agreement at _____ or by writing the Claims Administrator at the email address: _____ or the postal address: _____. I agree to furnish additional information to support this Claim if required to do so.

IF SUBMITTED ELECTRONICALLY:

☐ **I agree that by submitting this Claim Form, I certify under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.**

IF SUBMITTED BY U.S. MAIL:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Dated:_____ Signature: _____

EXHIBIT F
[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT

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. _____ **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS SETTLEMENT**

On _____ (month) ___ (day), 2025, this Court heard Plaintiffs JoEllen Barraclough, Jennifer McCall and Angela Waldner's motion for final approval of the Class Settlement.[4] This Court reviewed: (a) the motion and the supporting papers, including, the Settlement Agreement and Release ("Settlement Agreement"); (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, provisionally certify the Class, and preliminarily approve the Settlement.

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

FINDINGS:

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

2. The Court also finds that extensive and informed arm's-length negotiations have taken place, in good faith, between Class Counsel and Michael Kors' Counsel, resulting in the Settlement Agreement. These negotiations were presided over by the experienced JAMS mediator Shirish Gupta.

3. The Settlement Agreement provides substantial value to the Settlement Class in the form of Merchandise Certificates.

4. Class Counsel provided Notice to Settlement Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure § 382, due process, and California Rules of Court, rules 3.766 and 3.769(f). The Notices: (i) fully and accurately informed Settlement Class Members about the Action and Settlement; (ii) were the best forms of notice practicable under the circumstances; (iii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the Settlement; (iv) provided procedures for Settlement Class Members to submit written objections to the proposed Settlement, to appear at the Fairness Hearing, and to state objections to the proposed Settlement; and (v) provided the time, date, and place of the final Fairness Hearing.

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

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

7. An award of $1,985,000 in attorneys' fees, costs, and Class administration costs to Class Counsel is fair and reasonable in light of the nature of this Action, Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained for the Settlement Class.

8. An incentive award to Named Plaintiffs JoEllen Barraclough, Jennifer McCall, and Angela Walder of $5,000 each ($15,000 in total) is fair and reasonable in light of: (a) Named Plaintiffs' risks (including financial, professional, and emotional) in commencing this Action as the Settlement Class Representative; (b) the time and effort spent by Named Plaintiffs in participating in discovery and otherwise litigating this Action as the Settlement Class Representative; and (c) Named Plaintiffs' public interest service.

IT IS ORDERED THAT:

1. Settlement **Class Members**. The Settlement Class Members are defined 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.

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

3. **Release**. Named Plaintiffs and all Settlement Class Members who did not properly request exclusion are: (a) deemed to have released and discharged Michael Kors from all claims arising out of, or asserted in, this Action and claims released under the Settlement Agreement; and (b) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set forth in Sections 1.30, 1.31, 2.8, and 2.9 of the Settlement Agreement and are specifically incorporated herein by this reference.

4. **Class Relief**. Michael Kors, through the Claims Administrator, shall directly provide to each California or Oregon KORSVIP Authorized Claimant one (1) Merchandise Certificate. Michael Kors, through the Claims Administrator, shall provide each Settlement Class Member who is not a California or Oregon KORSVIP Authorized Claimant, who is otherwise a

Nationwide Authorized Claimant, and who timely submits a valid Claim Form by the Response Deadline, one (1) Merchandise Certificate.

5. **Attorneys' fees and costs**. Class Counsel is awarded $1,985,000 in fees, costs, and Class administration costs. Payment shall be made in accordance with the timeline outlined in Section 2.4 of the Settlement Agreement.

6. **Incentive Awards**. Named Plaintiffs JoEllen Barraclough, Jennifer McCall, and Angela Waldner are each awarded $5,000 as an Individual Settlement Award. Payment shall be made in accordance with the timeline outlined in Section 2.4 of the Settlement Agreement.

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

DATED:_____ _____

SUPERIOR COURT JUDGE

Public court record.

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

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