

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

IF YOU SHOPPED AT A VAN HEUSEN COMPANY STORE LOCATED IN CALIFORNIA
BETWEEN JUNE 1, 2012 AND OCTOBER 3, 2018, YOU MAY BE ELIGIBLE TO
RECEIVE AN AWARD USABLE TOWARD A FUTURE PURCHASE AT A VAN HEUSEN
COMPANY STORE IN CALIFORNIA.

A CALIFORNIA 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 the State of California in the County of Sacramento (“Action”). If the Court gives final approval to the Settlement, PVH Corp. (“PVH”) will provide, for each eligible Class Member (eligibility described below), one or more single use Merchandise Certificates in the amount of \$6.50 that may be applied toward the pre-tax purchase price of any single item at a Van Heusen company store located in California (each a “Van Heusen Store” and collectively the “Van Heusen Stores”), subject to the additional conditions explained later in this notice.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	<p>If you did not receive direct notice of this settlement via email or postcard and made one or more Qualifying Purchase(s) between June 1, 2012 and October 3, 2018: You must submit a Claim Form to receive one (1) Merchandise Certificate. To receive one (1) additional Merchandise Certificate, the acceptable proof of Qualifying Purchase submitted with your Claim Form must show the aggregate amount of your Qualifying Purchase(s) was \$150.01 or more. If you did receive direct notice of this settlement via email or postcard, and made one or more Qualifying Purchase(s) between June 1, 2012 October 3, 2018: You will receive one (1) Merchandise Certificate without submitting a Claim Form. To receive one (1) additional Merchandise Certificate, you must submit a Claim Form with acceptable proof of Qualifying Purchase showing the aggregate amount of your Qualifying Purchase(s) was \$150.01 or more.</p> <p>Visit the Documents section of this website to obtain a Claim Form.</p>	Deadline: January 16, 2019

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
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 PVH regarding the allegations in the Action ever again.	Deadline: January 16, 2019
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. Filing an objection does not exclude you from the Settlement.	Deadline: January 16, 2019
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 Representative Plaintiff's request for a service award for bringing the Action. You may, but are not required to, speak at the Fairness Hearing. If you intend to speak at the Fairness Hearing, you shall also submit a "Notice of Intention to Appear" indicating your intent to do so.	Hearing Date and Time: April 5, 2019 at 1:30 P.M.
DO NOTHING	If you did not receive direct notice of this settlement via email or postcard and made one or more Qualifying Purchase(s) between June 1, 2012 and October 3, 2018: If you do nothing, and the Court approves the Settlement, you will not receive a Merchandise Certificate. You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case. If you did receive direct notice of this settlement via email or postcard, and made one or more Qualifying Purchase(s) between June 1, 2012 and October 3, 2018: If you do nothing, and the Court approves the Settlement, you will receive one (1) Merchandise Certificate. You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.	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 shall decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

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BACKGROUND INFORMATION

1. Why did I get a notice?

You received a notice because a Settlement has been reached in this Action. According to PVH's available records 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?

Plaintiff Maria Ramos (the "Representative Plaintiff") filed a lawsuit against PVH on behalf of herself and all others similarly situated. The lawsuit alleges that PVH engaged in deceptive advertising by advertising false reference prices on merchandise sold in Van Heusen Stores.

PVH denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. PVH further denies that any 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 Representative 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 "Representative Plaintiff(s)" (in this Action, Maria Ramos) 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 Class Members. The company sued in this case, PVH Corp., is called the Defendant.

4. Why is there a Settlement?

The Representative Plaintiff has made claims against PVH. PVH denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or PVH should win this Action. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the 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 Class Member for purposes of the proposed Settlement: all individuals not otherwise excluded in this section who, between June

1, 2012 and October 3, 2018, purchased one or more items from any Van Heusen Store where a higher reference price was displayed. PVH's Counsel, PVH's officers, directors, and the judge presiding over the Initial Action and the Action, are excluded from the Class and are not Class Members.

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

If you are still not sure whether you are included, you can write the Claims Administrator for free help. The email address of the Claims Administrator is info@ramossettlement.com and the U.S. postal (mailing) address is Ramos v PVH Corporation, c/o Claims Administrator, Po Box 60255, Philadelphia, PA 19102-0255.

I. THE PROPOSED SETTLEMENT

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

PVH has agreed to provide Class Members with one (1) single use Merchandise Certificate in the amount of \$6.50 (Six Dollars and Fifty Cents) which may be applied toward the pre-tax purchase price of any single item at a Van Heusen Store. Class Members who made one or more Qualifying Purchase(s) between June 1, 2012 and October 3, 2018 in an aggregate amount of \$150.01 or more may receive one (1) additional Merchandise Certificate by timely submitting a valid Claim Form, together with acceptable proof of such Qualifying Purchase(s).

- **Tier 1 Authorized Claimants:** A Tier 1 Authorized Claimant is a Class Member who: (i) is (or was) a member of the Van Heusen Stores loyalty rewards program for whom PVH maintains contact information in the form of a valid and current email address or postal address; (ii) made one or more Qualifying Purchase(s) during the Class Period; and (iii) does not submit a valid and timely written exclusion request. A Tier 1 Authorized Claimant does **not** need to submit a Claim Form or proof of Qualifying Purchase. PVH shall issue one (1) Merchandise Certificate to each Tier 1 Authorized Claimant.
- **Tier 2 Authorized Claimants:** A Tier 2 Authorized Claimant is a Class Member who: (i) is not a Tier 1 Authorized Claimant; (ii) made one or more Qualifying Purchase(s) during the Class Period; (iii) submits a valid and timely Claim Form, together with acceptable proof of such Qualifying Purchase(s) during the Class Period; and (iv) does not submit a valid and timely written exclusion request. PVH shall issue one (1) Merchandise Certificate to each Tier 2 Authorized Claimant.
- **Tier 3 Authorized Claimants:** A Tier 3 Authorized Claimant is a Class Member who: (i) is either a Tier 1 Authorized Claimant or a Tier 2 Authorized Claimant; (ii) made one or more Qualifying Purchase(s) during the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One Cent) or more; (iii) submits a valid and timely Claim Form, together with acceptable proof of such Qualifying Purchase(s) during the Class; and (iv) does not submit a valid and timely written exclusion request. PVH shall issue one (1) additional Merchandise Certificate to each Tier 3 Authorized Claimant.

A Merchandise Certificate is a single-use certificate in the amount of \$6.50 (Six Dollars and Fifty Cents) which may be applied toward the pre-tax purchase price of any single item at a Van Heusen Store. Merchandise Certificates may only be used at Van Heusen Stores. They may not be used

at any Van Heusen company store located outside of the state of California, nor may they be used at any other store other than a Van Heusen Store selling Van Heusen merchandise (whether or not located within the state of California). Merchandise Certificates are transferable and expire six (6) months after the later of the Final Settlement Date or the date of issuance. Merchandise Certificates may be applied toward the purchase of items that are on sale or otherwise discounted by the Van Heusen Store. Merchandise Certificates may be used in combination with Van Heusen Store loyalty rewards, but may not be combined with any other certificate, or with any coupon or promotional offer, including, but not limited to, any mall certificate, mall coupon or mall discount. If a Merchandise Certificate is applied toward the purchase of an item that is priced less than \$6.50 (Six Dollars and Fifty Cents), there will not be any unused balance remaining on the Merchandise Certificate. Only one Merchandise Certificate may be used per item purchased at a Van Heusen Store. Multiple Merchandise Certificates may be applied toward the purchase of an equal number of items at a Van Heusen Store.

HOW TO RECEIVE A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM

8. How can I receive a Merchandise Certificate?

Procedure for Receiving One (1) Merchandise Certificate as a Tier 1 Authorized Claimant: Tier 1 Authorized Claimants are not required to submit a Claim Form or proof of a Qualifying Purchase to be included in the distribution of the Merchandise Certificates and receive one (1) Merchandise Certificate. One (1) Merchandise Certificate will be distributed to each Tier 1 Authorized Claimant by email or United States mail sent to the valid and current email address or postal address maintained by PVH for the Tier 1 Authorized Claimant for purposes of the Van Heusen Stores loyalty rewards program.

Procedure for Receiving One (1) Merchandise Certificate as a Tier 2 Authorized Claimant: To receive one (1) Merchandise Certificate as a Tier 2 Authorized Claimant, an eligible Class Member (i.e. a Class Member who is not a Tier 1 Authorized Claimant and has made one or more Qualifying Purchase(s) during the Class Period) shall submit a complete, valid and sufficient Claim Form, including acceptable proof of Qualifying Purchase(s) during the Class Period, on or before the Response Deadline.

Procedure for Receiving One (1) Additional Merchandise Certificate as a Tier 3 Authorized Claimant: To receive one (1) additional Merchandise Certificate as a Tier 3 Authorized Claimant, a Tier 1 or Tier 2 Authorized Claimant shall submit a complete, valid and sufficient Claim Form, including acceptable proof of Qualifying Purchase(s) during the Class Period in an aggregate amount of \$150.01 (One Hundred and Fifty Dollars and One Cent) or more on or before the Response Deadline.

A Claim Form is available by visiting the Documents section of this website. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by January 16, 2019 or submit it online on or before 11:59 p.m. (PT) on January 16, 2019.

9. When will I get my Merchandise Certificate or Merchandise Certificates?

As described in Sections 17 and 18, the Court will hold a hearing on Friday April 5, 2019 at 1:30 p.m. to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on this website. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

10. Do I have a lawyer in this case?

The Court has ordered that the law firms of Stonebarger Law, APC and Kearney Littlefield, LLP ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers. 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?

PVH has agreed to pay Class Counsel's attorneys' fees and costs up to \$315,000, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs. Please see Section 2.5 of the Settlement Agreement, available in the Documents section of this website, for additional details.

12. Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?

Representative Plaintiff will request a service award of up to \$2,000 for her services as Class Representative and her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Class Representatives.

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, you will be releasing your claims against PVH. 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 PVH regarding the claims in the Action. The Settlement Agreement, available in the Documents section of this website contains the full terms of the release.

14. How do I exclude myself from the Settlement?

You may exclude yourself from the 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) the

full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than January 16, 2019, to the Claims Administrator at:

Ramos v. PVH Corp.
c/o Claims Administrator
PO Box 60255
Philadelphia, PA 19102-0255

If you timely request exclusion from the Class, you will be excluded from the 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 PVH 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 also consider Class Counsel's request for an award of attorneys' fees and costs, and service awards to the Representative Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you may file and serve a written objection with the Court (at the address provided in Section 18), Class Counsel, and PVH's Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) January 16, 2019.

CLASS COUNSEL
Richard D. Lambert
STONEBARGER LAW APC
75 Iron Point Circle, Ste. 145
Folsom, CA 95630

PVH COUNSEL
Lary Alan Rappaport
Proskauer Rose LLP
2029 Century Park East
Suite 2400
Los Angeles, CA 90067

Any written objections should contain: **(1)** the name and case number of the Action; **(2)** the Class Member's full name, address, and telephone number; **(3)** the words "Notice of Objection" or "Formal Objection"; **(4)** in clear and concise terms, the legal and factual arguments supporting the objection; **(5)** facts supporting the person's status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in his/her notice, or the date and location of his/her relevant purchases); **(6)** the Class Member's signature and the date; and **(7)** the following language immediately above the 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 attorney’s fees and costs.

Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the 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, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing shall so-inform the Parties and the Court on or before March 22, 2019 by serving a “Notice of Intention to Appear” on the Claims Administrator, Class Counsel and PVH’s Counsel no later than 14 calendar days before the Fairness Hearing.

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 stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

II. 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 service awards to the Representative Plaintiffs. You may attend, but you do not have to.

18. When and where is the Fairness Hearing?

On April 5, 2019 at 1:30 p.m., 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 Honorable Alan G Perkins in Courtroom 35 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, CA 95814. The hearing may be postponed to a different date or time or location without notice. Please check this website 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 you have timely and validly provided a Notice of Intention to Appear.

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

III. 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 Documents section of this website. Alternatively, you may contact the Claims Administrator at the U.S. postal (mailing) address: Ramos v PVH Corporation, c/o Claims Administrator, PO Box 60255 Philadelphia, PA 19102-0255.

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 the Clerk's office at 720 9th Street, Sacramento, CA 95814. 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:

Ramos v. PVH Corporation
c/o Claims Administrator
PO Box 60255
Philadelphia, PA 19102-0255

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