

IF YOU SHOPPED AT A TOMMY HILFIGER OUTLET STORE LOCATED IN ARIZONA BETWEEN AUGUST 30, 2017 AND MAY 21, 2019, YOU MAY BE ELIGIBLE TO RECEIVE AN AWARD USABLE TOWARD A FUTURE PURCHASE AT AN ARIZONA TOMMY HILFIGER OUTLET STORE.

AN ARIZONA 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 Arizona, County of Maricopa (“Action”). If the Court gives final approval to the Settlement, PVH Retail Stores LLC (“PVH Retail”) will provide, for each eligible Class Member (eligibility described below) one single use Merchandise Certificate in the amount of \$10.00. Certificates may be applied toward the pre-tax purchase price of any single item at a Tommy Hilfiger outlet store located in Arizona (each an “Arizona Tommy Hilfiger Outlet Store” and collectively the “Arizona Tommy Hilfiger Outlet 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 <u>DID NOT RECEIVE</u> direct notice of this settlement via Email or Postcard Notice and made one or more Qualifying Purchase(s) between August 30, 2017 and May 21, 2019: You must submit a Claim Form to receive one (1) Merchandise Certificate. If you received direct Notice of this Settlement via email or postcard and made one or more Qualifying Purchase(s) between August 30, 2017 and May 21, 2019: you will receive one (1) Merchandise Certificate without submitting a Claim Form.</p> <p>Visit the Settlement Website located at www.VenierisSettlement.com to obtain a Claim Form.</p>	<p>Deadline: October 3, 2019</p>
EXCLUDE YOURSELF	<p>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 Retail regarding the allegations in the Action ever again.</p>	<p>Deadline: October 3, 2019</p>
OBJECT	<p>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.</p>	<p>Deadline: October 3, 2019</p>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

GO TO THE “FAIRNESS HEARING”	<p>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 Plaintiff’s request for a Individual Settlement Award for bringing the Action.</p> <p>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.</p>	Hearing Date and Time: November 1, 2019 at 11:00 a.m.
DO NOTHING	<p>If you did not receive direct Notice of this Settlement via email or postcard and made one or more Qualifying Purchase(s) between August 30, 2017 and May 21, 2019: 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 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 August 30, 2017 and May 21, 2019: 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 not be able to be part of any other lawsuit about the legal claims in this case.</p>	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.*

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION	4
1. Why did I get a Notice?	4
2. What is this lawsuit about?	4
3. Why is this a class action?	4
4. Why is there a Settlement?	4

5.	How do I know if I am part of the Settlement?.....	4
6.	I'm still not sure if I am included.....	5
THE PROPOSED SETTLEMENT.....		5
7.	What relief does the Settlement provide to the Class Members?	
HOW TO REQUEST A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM.....		6
8.	How can I get a Merchandise Certificate?	
9	When will I get my Merchandise Certificate?	
THE LAWYERS IN THIS CASE AND THE NAMED PLAINTIFF		7
10.	Do I have a lawyer in this case?	
11.	How will Class Counsel be paid?	
12.	Will the Named Plaintiff receive any compensation for his efforts in bringing this Action?	
DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS.....		8
13.	What am I giving up to obtain relief under the Settlement?	
HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....		8
14.	How do I exclude myself from the Settlement?	
HOW TO OBJECT TO THE SETTLEMENT.....		8
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.....		10
17.	What is the Fairness Hearing?	
18.	When and where is the Fairness Hearing?	
19.	May I speak at the hearing?	
ADDITIONAL INFORMATION.....		11
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 a Notice?*

You received a Notice because a Settlement has been reached in this Action. According to PVH Retail'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 Patrick Venieris (the "Named Plaintiff") filed a lawsuit against PVH Retail on behalf of himself and all others similarly situated. The lawsuit alleges that PVH Retail engaged in false, misleading and/or deceptive acts and/or practices in connection with the sale and/or advertisement of merchandise sold by PVH Retail at Arizona Tommy Hilfiger Outlet Stores in violation of Arizona's Consumer Fraud Act, A.R.S. §§ 44-1521, et seq. The lawsuit also alleges that PVH Retail omitted, failed to disclose, and actively concealed that merchandise offered for sale at Arizona Tommy Hilfiger Outlet Stores was unique to Arizona Tommy Hilfiger Outlet Stores and not discounted from an original price.

PVH Retail has denied and 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 Retail 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 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, Patrick Venieris) 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 Retail, is called the Defendant.

4. *Why is there a Settlement?*

The Named Plaintiff has made claims against PVH Retail. PVH Retail denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the

Representative Plaintiff or PVH Retail 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 the following description is a Class Member for purposes of the proposed Settlement: All individuals not otherwise excluded in this section who, between August 30, 2017 and May 21, 2019, purchased one or more items from any Arizona Tommy Hilfiger Outlet Store which was not returned by you, on your behalf, or otherwise. PVH Retail's counsel, officers and directors, and the judge presiding over 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 contact the Claims Administrator for free help. The toll-free phone number for the Claims Administrator is 855-229-7512, the email address is info@VenierisSettlement.com and the U.S. postal (mailing) address is:

**Venieris V. PVH Retail Stores
c/o Claims Administrator
PO Box 58188
Philadelphia, PA 19102-8188**

THE PROPOSED SETTLEMENT

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

PVH Retail has agreed to provide Class Members with one (1) single use Merchandise Certificate in the amount of \$10.00 (Ten Dollars and No Cents) which may be applied toward the pre-tax purchase price of any single item at an Arizona Tommy Hilfiger Outlet Store.

- Tier 1 Authorized Claimants: A Tier 1 Authorized Claimant is a Class Member who: (i) is (or was) a member of the Arizona Tommy Hilfiger Outlet Stores loyalty rewards program for whom PVH Retail 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 which was not returned by, or on behalf of, the Class Member, or otherwise; 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 Retail 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, which was not returned by, or on behalf of, the Class Member, or otherwise; (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 Retail shall issue one (1) Merchandise Certificate to each Tier 2 Authorized Claimant.

A Merchandise Certificate is a single-use certificate in the amount of \$10.00 (Ten Dollars and No Cents) which may be applied toward the pre-tax purchase price of any single item at an Arizona Tommy Hilfiger Outlet Store. Merchandise Certificates may only be used at Arizona Tommy Hilfiger Outlet Stores. They may not be used at any Tommy Hilfiger outlet store located outside of the state of Arizona, nor may they be used at any other store other than an Arizona Tommy Hilfiger Outlet Store selling Tommy Hilfiger merchandise (whether or not located within the state of Arizona). 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 Arizona Tommy Hilfiger Outlet Store. Merchandise Certificates may be used in combination with Arizona Tommy Hilfiger Outlet 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 \$10.00 (Ten Dollars and No Cents), there will not be any unused balance remaining on the Merchandise Certificate. Only one (1) Merchandise Certificate may be used per item purchased at an Arizona Tommy Hilfiger Outlet Store. Multiple Merchandise Certificates may be applied toward the purchase of an equal number of items at an Arizona Tommy Hilfiger Outlet 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 Retail for the Tier 1 Authorized Claimant for purposes of the Arizona Tommy Hilfiger Outlet 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.

A Claim Form is available on the Internet at the Website www.VenierisSettlement.com. The Claim Form may be submitted electronically or by postal mail. Read the instructions

carefully, fill out the form, and postmark it by October 3, 2019 or submit it online on or before 11:59 p.m. (Pacific) on October 3, 2019.

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

If the Court approves this Settlement, enters the Final Approval Order and Judgment and the Final Approval Order and Judgment become final, then, within sixty (60) calendar days of the Final Settlement Date, PVH Retail, by and through the Claims Administrator, shall distribute the Merchandise Certificates. As described in Sections 17 and 18, the Court will hold a hearing on November 1, 2019 at 11:00 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, 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 the Website dedicated to the Settlement at www.VenierisSettlement.com. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE NAMED PLAINTIFF

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

The Court has ordered that the law firms of McKay Law, LLC and Rose Law Group, PC (“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 Class Counsel be paid?*

PVH Retail has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$100,000, 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 for additional details.

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

Named Plaintiff will request a Individual Settlement Award of up to \$2,500 for his services as class representative and his efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative.

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 Retail. 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 Retail regarding the claims in the Action. The Settlement Agreement, available on the Internet at the Website www.VenierisSettlement.com contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

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 October 3, 2019 to the Claims Administrator at:

Venieris v. PVH Retail Stores LLC
c/o Claims Administrator
PO Box 58188
Philadelphia, PA 19102-8188

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 Retail based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

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

On November 1, 2019 at 11:00 a.m., 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 Individual Settlement Award to the Named Plaintiff.

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 (Northeast Regional Center, 18380 N. 40th Street, Phoenix, AZ 85032), Class Counsel, and PVH Retail's Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) October 3, 2019.

CLASS COUNSEL

Michael C. McKay, Esq.
McKay Law, LLC
7702 E. Doubletree Ranch Rd., Ste. 300
Scottsdale, Arizona 85258

Kathryn Honecker, Esq.
Jonathan Udell, Esq.
Rose Law Group, PC
7144 E. Stetson Drive, Ste. 300
Scottsdale, Arizona 85251

PVH COUNSEL

Lary Alan Rappaport
Proskauer Rose LLP
2049 Century Park East
Suite 3200
Los Angeles, CA 90067

Joshua Grabel, Esq.
Husch Blackwell, LLP
5060 North 40th Street, Suite 250
Phoenix, AZ 85018

Any written objections should contain: (a) the name and case number of the Action; (b) the Class Member's full name, address, and telephone number; (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 Class Member (e.g., Class Member ID included by the Claims Administrator in his/her Notice, or the date and location of his/her relevant purchases); (f) the Class Member's signature and the date; and (g) 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 Arizona 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 October 18, 2019 by serving a "Notice of Intention to Appear" on the Claims Administrator, Class Counsel and PVH Retail'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.

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 an Individual Settlement Award to the Named Plaintiff. You may attend, but you do not have to.

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

On November 1, 2019 at 11:00 a.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 Theodore Campagnolo in Courtroom 102 of the Superior Court of Arizona, Maricopa County located at Northeast Regional Center, 18380 N. 40th Street, Phoenix, AZ 85032. The hearing may be postponed to a different date or time or location without notice. Please check www.VenierisSettlement.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if 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.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement Website located at: www.VenierisSettlement.com. Alternatively, you may contact the Claims Administrator at the email address info@VenierisSettlement.com or the U.S. postal (mailing) address:

Venieris v. PVH Retail Stores
c/o Claims Administrator
PO Box 58188
Philadelphia, PA 19102-8188

This description of this Action is general and does not cover all the issues and proceedings that have occurred. To see the complete file, you should visit the Clerk's office at Northeast Regional Center, 18380 N. 40th Street, Suite 120, Phoenix, AZ 85032. 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:

Venieris v. PVH Retail Stores LLC
c/o Claims Administrator
PO Box 58188
Philadelphia, PA 19102-8188

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