

11/4/19 4:30pm
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14 **IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA**
15 **IN AND FOR THE COUNTY OF MARICOPA**

16 Patrick Venieris, individually and on)
behalf of all others similarly situated,)

17)
18 Plaintiff,)

19 vs.)

20 PVH Retail Stores, LLC, an Arizona)
21 Limited Liability Company, d/b/a Tommy)
Hilfiger Company Store and/or Tommy)
22 Hilfiger,)

23 Defendant.)
24)
25)
26)

Case No.: CV2019-053176

CLASS ACTION

**ORDER ON FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

The Hon. Theodore Campagnolo

1 Plaintiff Patrick Venieris ("Named Plaintiff") has submitted to the Court a Motion for
2 Final Approval of Class Action Settlement, which seeks final approval of the parties'
3 Settlement Agreement. Named Plaintiff has also submitted to an unopposed Motion for
4 Attorney Fees, Costs, and Individual Settlement Award.

5 This Court preliminarily approved the Settlement Agreement on May 21, 2019.
6 Notice was given to all Class Members pursuant to the terms of the Preliminary Approval
7 Order.

8 This Court has reviewed the papers filed in support of the Motion for Final Approval
9 of Class Action Settlement and the Motion for Attorney Fees, Costs, and Individual
10 Settlement Award, including the Settlement Agreement and the exhibits thereto,
11 memoranda and arguments submitted on behalf of the Settlement Class, and supporting
12 declarations.

13 The Court held a final fairness hearing on November 1, 2019 at which time the parties
14 and all other interested persons were heard in support of the proposed settlement.

15 Based on the papers filed with the Court and the presentations made to the Court by
16 the parties and by other interested persons at the hearing, it appears to the Court that the
17 Settlement Agreement is fair, adequate, and reasonable. Accordingly,

18 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

19 1. The Court has jurisdiction over the subject matter of this litigation and over all
20 parties to this action, including all Class Members, as such term is defined in the Settlement
21 Agreement.

22 2. The Court certifies this case as a Class action. The Class is defined consistent
23 with Section 1.8 of the Settlement Agreement.

24 3. The Court has determined that the Notice given to members of the Class
25 Members fully and accurately informed Class Members of all material elements of the
26 proposed settlement and constituted valid, due, and sufficient notice to all Class Members.

27 4. All Class Members are bound by the settlement.
28

1 5. The Court finally approves the settlement of this action in accordance with the
2 terms of the Settlement Agreement and finds that the settlement is fair, reasonable, and
3 adequate in all respects.

4 6. The Court orders the parties to the Settlement Agreement to perform their
5 obligations thereunder pursuant to the terms of the Settlement Agreement.

6 7. The Court dismisses the action, and all claims and causes of action asserted
7 therein, on the merits and with prejudice, as to all Class Members. This dismissal is without
8 costs to any party, except as specifically provided in the Settlement Agreement.

9 8. The Court adjudges that the Named Plaintiff and all Class Members shall, to
10 the extent provided by the Settlement Agreement, conclusively be deemed to have released
11 and discharged PVH Retail Stores, LLC (“PVH Retail”) from any and all settled claims of
12 any Class Member to the extent provided in the Settlement Agreement.

13 9. Without affecting the finality of this Order on Final Approval in any way, the
14 Court retains jurisdiction over: (a) implementation and enforcement of the Settlement
15 Agreement pursuant to further orders of the Court until the final judgment contemplated
16 hereby has become effective and each and every act agreed to be performed by the parties
17 hereto shall have been performed pursuant to the Settlement Agreement; (b) any other
18 action necessary to conclude this settlement and to implement the Settlement Agreement;
19 and (c) the enforcement, construction, and interpretation of the Settlement Agreement.

20 10. The Court approves of Class Counsel attorneys’ fees and costs in the amount
21 of one hundred thousand dollars (\$100,000). PVH Retail shall pay this amount as provided
22 in Section 2.5 of the Settlement Agreement.

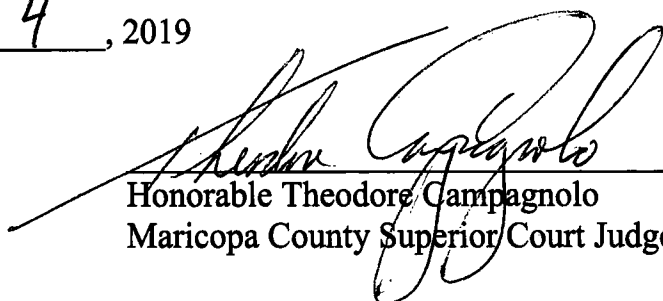
23 11. The Court approves the Individual Settlement Award to Named Plaintiff of
24 \$2,500. PVH Retail shall pay this sum as provided in Section 22.4 of the Settlement
25 Agreement.

26 12. Neither this Order on Final Approval nor the Settlement Agreement is an
27 admission or concession by PVH Retail of any fault, omission, liability, or wrongdoing.
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1 This Order on Final Approval is not a finding of the validity or invalidity of any claims in
2 this action or a determination of any wrongdoing by PVH Retail. The final approval of the
3 Settlement Agreement does not constitute any opinion, position, or determination of this
4 Court, one way or the other, as to the merits of the claims and defenses of PVH retail or the
5 Class Members.

6 13. The Court finds that no just reason exists for delay in entering this Order on
7 Final Approval. Accordingly, the Clerk is hereby directed forthwith to enter this Order on
8 Final Approval.

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10 DATED: November 4, 2019

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12 
13 Honorable Theodore Campagnolo
14 Maricopa County Superior Court Judge
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