

FILED
Clerk of the Superior Court

NOV 14 2025

By: A. Wagoner

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

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

Plaintiffs,

v.

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

Defendant.

Case No. 25C0041352N

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

On November (month) 14 (day), 2025, this Court heard Plaintiffs JoEllen Barracough, 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.

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

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

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

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

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

19 **IT IS ORDERED THAT:**

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

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

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27
28 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.

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

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

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

24 4. The Claims Administrator shall review all submitted Claim Forms for completeness,
25 legibility, validity, accuracy, and timeliness. The Claims Administrator may employ adequate and
26 reasonable procedures and standards to prevent the approval of duplicative and fraudulent Claims.
27 The Claims Administrator may contact any Claimant to request additional information and
28 documentation, including, but not limited to, information and documentation sufficient to allow the

1 Claims Administrator to: (a) verify that the information set forth in or attached to a Claim Form is
2 accurate and the Claimant is a Settlement Class Member; and (b) determine the validity of any Claim
3 and/or whether any Claim is duplicative or fraudulent.

4 5. **Objection to Settlement.** Settlement Class Members who have not submitted a
5 timely written exclusion request pursuant to Paragraph 7 below and who want to object to the
6 Settlement Agreement must file written objections with the Court, with copies delivered to the
7 Claims Administrator, Class Counsel, and Michael Kors' Counsel no later than sixty (60) calendar
8 days after issuance of the Class Notices. The delivery date is deemed to be the date the objection is
9 deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to
10 ensure receipt of any objection by the Claims Administrator, Michael Kors' Counsel and Class
11 Counsel on or before the deadline. The objection must include: (a) the name and case number of the
12 Action; (b) the objecting Settlement Class Member's full name, address, telephone number, email
13 address, and the contact information for any attorney retained by the objector in connection with the
14 objection or otherwise in connection with the Action; (c) the words "Notice of Objection" or
15 "Formal Objection"; (d) in clear and concise terms, the legal and factual arguments supporting the
16 objection; (e) facts supporting the objector's status as a Settlement Class Member (e.g., proof of a
17 Qualifying Purchase); (f) the objecting Settlement Class Member's signature and the date; and
18 (g) the following language immediately above the objecting Settlement Class Member's signature
19 and date: "I declare under penalty of perjury under the laws of the State of California that the
20 foregoing statements regarding class membership are true and correct to the best of my knowledge."
21 Any Settlement Class Member who submits a written objection, as described in this section, has the
22 option to appear at the Fairness Hearing, either in person or through personal counsel hired at the
23 Settlement Class Member's expense, to object to the fairness, reasonableness, or adequacy of the
24 Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. Settlement
25 Class Members, or their attorneys, intending to make an appearance at the Fairness Hearing,
26 however, must include on a timely and valid objection a statement substantially similar to "Notice
27 of Intention to Appear." If the objecting Settlement Class Member intends to appear at the Fairness
28 Hearing through counsel, he or she must also identify the attorney(s) representing the objector who

1 will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email
2 address, and the state bar(s) to which counsel is admitted. If the objecting Settlement Class Member
3 intends to request the Court allow the Settlement Class Member to call witnesses at the Fairness
4 Hearing, such request must be made in the Settlement Class Member's written objection, which
5 must also contain a list of any such witnesses and a summary of each witness's expected testimony.
6 Only Settlement Class Members who submit timely objections containing Notices of Intention to
7 Appear or their counsel may speak at the Fairness Hearing.

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

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

19 **8. Provisional Certification.** The Settlement Class is provisionally certified as "All
20 individuals in the United States who made a Qualifying Purchase, within the Class Period (May 10,
21 2019, until the date of Preliminary Approval) at a Michael Kors Outlet store, one or more products
22 at discounts from an advertised reference price, and who have not received a refund or credit.
23 Excluded from the Settlement Class are Michael Kors' Counsel, Michael Kors' officers, directors,
24 and employees, and the judge presiding over the Action."

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

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

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

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

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

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

20 14. **Fairness Hearing.** On FEBRUARY (month) 13 (day), ²⁰²⁴~~2023~~, at 1:30 pm, this
21 Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally
22 approved as fair, reasonable, and adequate. Based on the date of this Order and the date of the
23 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

1 Last day for Settlement Class Members to 2 submit a Claim Form, request exclusion, or object to the Settlement	60 calendar days after the issuance of the Class Notices
3 Last day for Parties to file briefs in support 4 of the Final Order and Judgment, and to respond to any objections to the Settlement	14 days before Fairness Hearing

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

9
10 DATED: NOV 14 2025



JUDGE SUPERIOR COURT
WILLIAM WOOD