

**If you purchased any Coach Outlet Merchandise offered at a discount from a “MFSRP” between December 23, 2011 and August 24, 2020 you may be eligible to receive a payment from a Class Action Settlement.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

- A proposed nationwide settlement (“Settlement”) has been reached in a class action lawsuit involving Defendant Coach, Inc.’s (“Defendant” or “COACH”) Merchandise<sup>1</sup> offered at a discount from a “MFSRP” sold in Coach-branded outlet stores in the United States. The Settlement resolves litigation over whether the Defendant allegedly violated state laws regarding the marketing and sale of the Merchandise offered at a discount from a “MFSRP”.
- You may be eligible to participate in the proposed Settlement, if it is finally approved, if you purchased any Merchandise offered at a discount from a “MFSRP” between December 23, 2011 and August 24, 2020.
- The Settlement will provide payments to those who qualify. You will need to file a Claim Form to get a payment from the Settlement.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM BY JANUARY 21, 2021</b>	This is the only way to get a payment.
<b>EXCLUDE YOURSELF BY JANUARY 24, 2021</b>	Get no payment from the Settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendant about the legal claims in this case.
<b>OBJECT BY JANUARY 24, 2021</b>	Write to the Court about why you think the Settlement is unfair, inadequate, or unreasonable.
<b>GO TO A HEARING ON FEBRUARY 23, 2021</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights to ever sue the Defendant about the legal claims in this case.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, [www.MarinoSettlement.com](http://www.MarinoSettlement.com), regularly for updates and further details.
- The Court presiding over this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

<sup>1</sup> Capitalized words herein retain the meaning ascribed to them in the Settlement Agreement, available at [www.MarinoSettlement.com](http://www.MarinoSettlement.com).

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## BASIC INFORMATION

### 1. **Why is there a notice?**

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court presiding over this case is the United States District Court for the Southern District of New York (the “Court”), and the case is called *Marino et al v. Coach, Inc.*, Lead Case Number 1:16-cv-01122-VEC (OTW). The individuals who sued are called the Plaintiffs, and the company Plaintiffs sued, Coach, Inc., is called the Defendant.

### 2. **What is this lawsuit about?**

The lawsuit alleges that the “MFSRP” statements on the tags of Merchandise offered at a discount from a “MFSRP” are misleading because they included the price of the Defendant’s retail goods, thereby creating the false impression that its outlet store Merchandise was once sold in COACH’s full-line retail stores and was of the same quality and workmanship as merchandise sold in COACH’s full-line retail stores.

The Defendant denies any and all wrongdoing of any kind whatsoever, and denies any liability to Plaintiffs and to the Settlement Class.

### 3. **Why is this a class action?**

In a class action, one or more people, called “Class Representative(s),” sue on behalf of people who have similar claims. All the people who have similar claims are in a “class” and are “class members,” except for those who exclude themselves from the class. United States District Court Judge Valerie E. Caproni in the United States District Court for the Southern District of New York is presiding over this class action.

### 4. **Why is there a Settlement?**

The Defendant is not admitting that it did anything wrong, but both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Plaintiffs or the Defendant. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for Settlement Class Members to receive Settlement benefits.

## WHO IS IN THE SETTLEMENT?

### 5. **How do I know if I am in the Settlement?**

The Settlement Class includes all persons who, from December 23, 2011 to August 24, 2020, purchased one or more items from COACH’s Coach-branded outlet stores in the United States offered at a discount from a “MFSRP” and which contained a “MFSRP” on the tag. Excluded from the Settlement Class and Settlement Class Members are: (a) the directors, officers, employees, and attorneys of COACH, its parents and subsidiaries, and any other entity in which COACH has a controlling interest; (b) governmental entities; (c) the Court, the Court’s immediate family, and Court staff; and (d) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with the procedures approved by the Court.

### 6. **What Merchandise is included in the Settlement?**

The Merchandise offered at a discount from a “MFSRP” covered by this Settlement are products sold at Coach-branded outlet stores in the United States offered at a discount from a “MFSRP” and which contained a “MFSRP” on the tag.

7. **What if I am still not sure if I am included in the Settlement?**

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement Agreement, you should visit the Settlement Website, [www.MarinoSettlement.com](http://www.MarinoSettlement.com), or call the toll-free number, 1-833-677-0791.

## SETTLEMENT BENEFITS

8. **What does the Settlement provide?**

The Settlement provides for a Settlement Fund in the amount of \$4,661,000.00 to pay (1) Eligible Claims submitted by Settlement Class Members; and (2) notice and claim administration expenses. Settlement Class Members who timely submit valid Claim Forms are entitled to receive a cash or voucher payment from the Settlement.

If you made purchases totaling **less than \$150.00** or you have **no proof of purchase**, regardless of the amount spent, you may elect to receive 1 Coach outlet Voucher worth up to \$20.00, or \$5.00 cash (“Tier 1 Claimant”). If you **have proof of purchases totaling \$150.00 or more**, you may elect to receive 2 Coach outlet Vouchers, together worth up to \$40.00, or \$10.00 cash (“Tier 2 Claimant”).

9. **How much will my cash payment or Voucher be?**

If you submit a valid Claim Form by the deadline, you can get a payment from the Settlement. The actual amount recovered by each Settlement Class Member will not be determined until after the Claims Period has ended and all Claims have been calculated.

For Tier 1 Claimants, it is estimated that cash payments will be \$5.00 each and Vouchers will be worth \$20.00 each. For Tier 2 Claimants, it is estimated that cash payments will be \$10.00 each and Vouchers will be worth \$40.00 together (or \$20 per Voucher). However, actual awards are subject to change based on the number of Claimants electing cash or Vouchers. Cash claims will be paid on a first come, first served basis. If cash claims exceed the \$500,000.00 of cash in the Cash Fund, the remaining cash Claimants will receive a Voucher in lieu of cash. If total cash claims are less than the \$500,000.00 of cash in the Cash Fund, depending on the final amount of notice and administration costs, excess cash in the Cash Fund will be distributed proportionally to Claimants who elected to receive cash. If the total Voucher claims exceed the \$3,840,000 Voucher Fund, the value of the Vouchers distributed will be decreased on a pro rata basis such that the aggregate value of the Vouchers will not exceed \$3,840,000.00. If the total Voucher claims are less than the \$3,840,000.00 Voucher Fund, the excess funds in the Voucher Fund will be distributed proportionally in the form of Additional Vouchers to Claimants who elected to receive Vouchers. For more information on how such increases or decreases will be calculated and handled by the Settlement Administrator, please refer to Section 4.5 of the Settlement Agreement, available at [www.MarinoSettlement.com](http://www.MarinoSettlement.com).

10. **What am I giving up to stay in the Class?**

Unless you exclude yourself from the Settlement, you cannot sue the Defendant, continue to sue, or be part of any other lawsuit against the Defendant about the claims released in this Settlement. It also means that all of the decisions by the Court will bind you. Below is a summary of Released Claims. The full Release is described more fully in the Settlement Agreement and describes exactly the legal claims that you give up if you stay in the Settlement Class. The Settlement Agreement is available at the Settlement Website, [www.MarinoSettlement.com](http://www.MarinoSettlement.com).

“Released Claims” means any and all class or other claims against COACH by itself, or any of its current or former subsidiaries or affiliates or any of its or their current or former officers, directors, members, employees, agents, representatives, insurers, trustees, attorneys, investors, prospective investors, predecessors, successors, assigns, distributors, and retailers of COACH and its subsidiaries, affiliates, and parent companies, and all other persons who were, are or might be claimed to be liable in the Action (collectively, the “Coach Released Persons & Entities”) regarding any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses of any nature whatsoever, whether known or unknown, accrued or unaccrued, fixed or contingent, including, but not limited to, those claims of which Plaintiffs may not be aware and those not mentioned in this Agreement, which Settlement Class Members now have, or hereafter may have, against the Coach Released Persons & Entities arising out of or relating to the allegations in the Complaint or the First Amended Complaint, which, for the avoidance of doubt, includes

COACH's alleged discounting of its Merchandise from a "MFSRP", advertising of those discounts, and COACH's sales of Merchandise from Coach-branded outlet stores in the United States.

## HOW TO GET A PAYMENT

### 11. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. You can complete and submit your Claim Form online at the Settlement Website, [www.MarinoSettlement.com](http://www.MarinoSettlement.com). The Claim Form can be downloaded from the Settlement Website as well. You can request a Claim Form be sent to you by sending a written request to the Settlement Administrator by mail or by email.

**MAIL:** Coach Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

**EMAIL:** [info@MarinoSettlement.com](mailto:info@MarinoSettlement.com)

Please read the instructions carefully, fill out the Claim Form, and mail it via first-class United States Mail, postmarked no later than January 21, 2021 to: Coach Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or submit your Claim Form online at the Settlement Website, [www.MarinoSettlement.com](http://www.MarinoSettlement.com), by January 21, 2021.

If you do not submit a valid Claim Form by the deadline, you will not receive a payment.

### 12. When will I get my payment?

Payments will be sent to Settlement Class Members who send in valid and timely Claim Forms after the Court grants "final approval" to the Settlement and after any and all appeals are resolved. If the Court approves the Settlement after a hearing on February 23, 2021, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from the Settlement, and you want to keep the right to sue or continue to sue the Defendant on your own about the claims released in this Settlement, then you must take steps to get out of the Settlement Class. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement Class.

### 13. How do I get out of the Settlement?

To exclude yourself (or "Opt-Out") from the Settlement, you must complete and mail to the Settlement Administrator a written request that includes the following:

- Your name and address;
- The name of the case: *Marino et al v. Coach, Inc.*, Lead Case Number 1:16-cv-01122-VEC (OTW);
- A statement that you want to be excluded from this Settlement; and
- Your signature. Your exclusion request must be personally signed.

You must mail your exclusion request via first-class United States Mail, postmarked no later than January 24, 2021 to:

Coach Settlement Administrator  
Attn: Exclusions  
P.O. Box 58220  
Philadelphia, PA 19102

If you do not include the required information or submit your request for exclusion on time, you will remain a

Settlement Class Member and will not be able to sue the Defendant about the claims in this lawsuit.

**14. If I do not exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Action relating to the Settlement Agreement.

**15. If I exclude myself, can I still get a payment?**

No. You will not get any payment from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

## **OBJECTING TO THE SETTLEMENT**

**16. How can I tell the Court if I do not like the Settlement?**

A Settlement Class Member may object to the proposed Settlement. A Settlement Class Member may object to the Settlement either on his or her own without an attorney, or through an attorney hired at his or her expense. Any objection must be in writing, signed by the Settlement Class Member (and his or her attorney, if individually represented), filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel, at the addresses set forth below, no later than January 24, 2021. Any objection shall contain a caption or title that identifies it as "Objection to Class Settlement in *Marino et al v. Coach, Inc.*, Lead Case Number 1:16-cv-01122-VEC (OTW)."

**The written objection must include:** (a) a heading which refers to the Action; (b) information sufficient to identify and contact the objecting Settlement Class Member (or his or her individually hired attorney, if any); (c) a clear and concise statement of the Settlement Class Member's objection; (d) the date(s), time(s) and location(s) that the objector has purchased Merchandise offered at a discount from a "MFSRP" sold in Coach-branded outlet stores in the United States; (e) the facts supporting the objection; (f) a specific statement of the legal grounds on which the objection is based, including whether it applies only to the objector, to a specific subset of the class, or to the entire class; (g) the number of times in which the objector or his or her counsel has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector or his or her counsel has made such objection and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case, the identity of any former or current counsel who may be entitled to compensation for any reason related to the objection to the Agreement or fee application; (h) the number of times in which the objector's counsel or counsel's law firm have objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the firm's prior such objections that were issued by the trial and appellate courts in each listed case; (i) any and all agreements that relate to the objection or the process of objecting – whether written or verbal – between objector or objector's counsel and any other person or entity; (j) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (k) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (l) documents sufficient to establish the basis for the objector's standing as a Settlement Class Member, such as: (i) a declaration signed by the objector under penalty of perjury, with language similar to that included in the Claim Form, that the Settlement Class Member purchased Merchandise offered at a discount from a "MFSRP" sold in Coach-branded outlet stores in the United States during the Class Period; or (ii) receipt(s) reflecting such purchase(s).

Your objection, along with any supporting material you wish to submit, must be filed with the Court, with a copy delivered to Class Counsel and Defendant's Counsel no later than January 24, 2021 at the following addresses:

<b>Court</b>	<b>Class Counsel</b>	<b>Class Counsel</b>
The United States District Court for the Southern District of New York 40 Foley Square New York, NY 10007	Halunen Law 1650 IDS Center, 80 S. 8th St. Minneapolis, MN 55402	Zimmerman Reed LLP 1100 IDS Center 80 South 8th Street Minneapolis, MN 55402
<b>Class Counsel</b>		
Kopelowitz Ostrow, P.A. One West Las Olas Boulevard., Suite 500 Fort Lauderdale, FL 33301	Tycko & Zavareei, LLP 1828 L. Street, N.W., Suite 1000 Washington, D.C. 20036	Carlson Lynch, LLP 402 West Broadway, 29th Floor San Diego, CA 92101
<b>Defendant's Counsel</b>	<b>Defendant's Counsel</b>	
Kasowitz Benson Torres LLP 1633 Broadway New York, NY 10019	Kirkland & Ellis LLP 601 Lexington Avenue New York, NY 10022	

**17. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you do not want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

### **THE LAWYERS REPRESENTING YOU**

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

Yes. The Court has appointed these lawyers and firms as “Class Counsel,” meaning that they were appointed to represent all Settlement Class Members: Halunen Law; Zimmerman Reed LLP, Kopelowitz Ostrow, P.A., Tycko & Zavareei, LLP, and Carlson Lynch, LLP.

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**19. How will the lawyers be paid?**

Class Counsel intends to file a motion on or before January 10, 2021 seeking \$1,175,000.00 for attorney fees and costs. The fees and expenses awarded by the Court will be paid separate from the Settlement Fund. The Court will determine the amount of fees and expenses to award. Class Counsel will also request that the Court award \$8,000.00 to the named Plaintiffs (\$2,000.00 for each named Plaintiff) who helped Class Counsel on behalf of the whole Class.

### **THE COURT'S FAIRNESS HEARING**

**20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on February 23, 2021 at the United States District Court for the Southern District of New York, before the Honorable Valerie E. Caproni, United States District Judge, in Courtroom 443, at 40 Foley Square, New York, NY 10007.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

**21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**22. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” Please refer to Question 16 above for more information.

Your Notice of Intent to Appear must be filed with the Court and served on Class Counsel and Defendant’s Counsel no later than February 8, 2021.

**IF YOU DO NOTHING**

**23. What happens if I do nothing at all?**

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant about the legal issues in this case, ever again.

**GETTING MORE INFORMATION**

**24. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Class Action Settlement Agreement. You can review a complete copy the Settlement Agreement and other information at the Settlement Website, [www.MarinoSettlement.com](http://www.MarinoSettlement.com). If you have additional questions or want to request a Claim Form, you can visit the Settlement Website, [www.MarinoSettlement.com](http://www.MarinoSettlement.com). You can also write to the Settlement Administrator by mail or email, or call toll-free.

**MAIL:** Coach Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

**EMAIL:** [info@MarinoSettlement.com](mailto:info@MarinoSettlement.com)

**PHONE:** 1-833-677-0791

Updates will be posted at the Settlement Website, [www.MarinoSettlement.com](http://www.MarinoSettlement.com), as information about the Settlement process becomes available.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE CONCERNING THIS CASE.**