

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported):  
March 24, 2014

PVH CORP.  
(Exact name of registrant as specified in its charter)

Delaware

001-07572

13-1166910

(State or other jurisdiction of  
incorporation)

(Commission File Number)

(IRS Employer Identification No.)

200 Madison Avenue, New York, New York

10016

(Address of principal executive offices)

(Zip Code)

(Registrant's telephone number, including area code) (212) 381-3500

Not applicable  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

On March 24, 2014, Calvin Klein, Inc. (“Calvin Klein”), a subsidiary of PVH Corp. (the “Company”), entered into an amendment to the employment agreement with Paul Thomas Murry, the Chief Executive Officer of Calvin Klein (the “Amendment”).

The Amendment changed (i) the date on which Mr. Murry’s employment agreement will expire, from the fourth anniversary of the effective date of the employment agreement to February 1, 2015; and (ii) the date on which Mr. Murry will transition to the role of Executive Chairman of Calvin Klein and will no longer hold the title of Chief Executive Officer of Calvin Klein, from the third anniversary of the effective date of the employment agreement to July 1, 2014. The changes made to Mr. Murry’s employment agreement by the Amendment will not give Mr. Murry the right to terminate his employment for “good reason” (as defined below).

The Amendment is attached as Exhibit 10.1 to this Report.

The following is a summary of the material terms and conditions of the employment agreement with Mr. Murry, as amended by the Amendment (the “Murry Agreement”).

The Murry Agreement, which became effective as of July 1, 2013, provides that Mr. Murry will serve as the Chief Executive Officer of Calvin Klein. The Murry Agreement expires on February 1, 2015. Mr. Murry is expected to train a successor Chief Executive Officer of Calvin Klein and transition his responsibilities to such person effective July 1, 2014. At such time, Mr. Murry will transition to the role of Executive Chairman of Calvin Klein and will no longer hold the title of Chief Executive Officer of Calvin Klein. Following the transition, Mr. Murry’s working hours will be reduced to 50% of his working hours prior to July 1, 2014 (although his working hours may be adjusted by plus or minus 10%) or approximately two to three days per business week, and in no event less than 1,000 hours per year.

Mr. Murry’s current base salary is \$1,000,000 per annum. Mr. Murry is eligible to participate in the Company’s bonus and stock plans and other incentive compensation programs for executives. As consideration for Mr. Murry’s entering into the Murry Agreement, Mr. Murry received a stock option award on the first business day of the month following the effective date of the Murry Agreement with a fair market value on the date of grant of \$1,000,000. He did not receive any additional options in the Company’s 2013 fiscal year and will not receive any additional options in the Company’s 2014 and 2015 fiscal years. Following Mr. Murry’s transition to the role of Executive Chairman of Calvin Klein, his base salary and bonus opportunity will be reduced by 50%. In addition, Mr. Murry is eligible to participate in all employee benefits and insurance plans sponsored or maintained by the Company for executives. Mr. Murry is also entitled to reimbursement of reasonable business expenses and is eligible to participate in any clothing allowance program developed for executives of Calvin Klein.

The Murry Agreement also sets forth Mr. Murry’s rights to severance upon termination of employment and restrictive covenants in the Company’s favor to which he has agreed. Generally, Mr. Murry is entitled to severance only if his employment is terminated by the Company without “cause” or if he terminates his employment for “good reason.” “Cause” is generally defined as (1) gross negligence or willful misconduct in Mr. Murry’s performance of the material responsibilities of his position, which results in material economic harm to the Company or its affiliates or in material reputational harm causing demonstrable injury to the Company or its affiliates; (2) Mr. Murry’s willful and continued failure to perform substantially his duties (other than any such failure resulting from incapacity due to physical or mental illness); (3) Mr. Murry’s conviction of, or plea of guilty or nolo contendere to, a felony within the meaning of U.S. Federal, state or local law (other than a traffic violation); (4) Mr. Murry having willfully divulged, furnished or made accessible any confidential information (as defined in the Murry Agreement); or (5) any act or failure to act by Mr. Murry, which, under the provisions of applicable law, disqualifies him from acting in the capacity in which he is then acting for the Company. “Good reason” is generally defined as (i) the assignment to Mr. Murry of any duties inconsistent in any material respect with his position or any other action that results in a material diminution in such position; (ii) a reduction of base salary; (iii) the taking of any action by the Company that substantially diminishes (A) the aggregate value of Mr. Murry’s total compensation opportunity, and/or (B) the aggregate value of the employee benefits provided to him; (iv) requiring that Mr. Murry’s services be rendered primarily at a location or locations more than 35 miles from the location at which he rendered services on the effective date of the Murry Agreement; or (v) the Company’s failure to require any successor to assume expressly and agree to perform the Murry Agreement. Mr. Murry’s transition to the role of Executive Chairman of Calvin Klein will not be regarded as constituting good reason.

In the event of a termination of employment without cause or for good reason (other than during the two-year period after a change in control), Mr. Murry is entitled, subject to executing a release of claims in the Company’s favor, to severance payments equal to one and a half times the sum of his base salary plus an amount equal to the bonus that would be payable if target level performance were achieved under the Company’s annual bonus plan (if any) in respect of the fiscal year during which termination occurs (or the prior fiscal year, if bonus levels have not yet been established for the year of termination). This severance amount will be reduced by 50% following his transition to Executive Chairman of Calvin Klein. All such payments are payable in accordance with the Company’s payroll schedule in 36 substantially equal installments. The Murry Agreement provides that during the 18-month period following Mr. Murry’s termination of employment without cause or for good reason (other than during the two-year period after a change in control), medical, dental, life and disability insurance coverages are continued for Mr. Murry (and his family, to the extent participating prior to termination of employment), subject to cessation if he obtains replacement coverage from another employer (although there is no duty to seek employment or mitigate damages). Mr. Murry is required to pay the active employee rate, if any, for such coverage. Mr. Murry also is entitled, subject to executing a release of claims in the Company’s favor, to severance upon the termination of his employment by the Company without cause or by him for good reason within two years after a change in control of the Company (as defined in the Murry Agreement). In either such case, Mr. Murry would receive an aggregate change in control severance amount equal to two times the sum of his base salary plus an amount equal to the bonus that would be payable if target level performance were achieved under the Company’s annual bonus plan (if any) in respect of the fiscal year during which termination occurs (or the prior fiscal year, if bonus levels have not yet been established for the year of termination). This change in control severance amount will be reduced by 50% following his transition to Executive Chairman of Calvin Klein. This amount will be paid in a lump sum if the change in control constitutes a “change in the ownership” or a “change in the effective control” of the Company or a “change in the ownership of a substantial portion of a corporation’s assets” (each within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”)). This amount will be paid in 48 substantially equal payments if the change in control does not constitute a “change in the ownership” or a “change in the effective control” of the Company or a “change in the ownership of a substantial portion of a corporation’s assets” under Section 409A of the Code. Mr. Murry also receives comparable medical, dental, life and disability insurance coverage for himself and his family for a two-year period after such a termination. In addition, if the receipt of the foregoing severance would subject Mr. Murry to the excise tax on excess parachute payments under Section 4999 of the Code, his severance would be reduced by the amount required to avoid the excise tax if such a reduction would give him a better after-tax result than if he received the full severance amount.

The Murry Agreement also includes certain restrictive covenants in favor of the Company. The covenants include prohibitions during and after employment against the use of confidential information and soliciting Company employees for employment by himself or anyone else and, other than following a termination without cause or for good reason, competing against the Company or accepting employment with a competitor and interfering with the Company's business relationships.

**Item 8.01 Other Events.**

On March 25, 2014, the Company issued a press release to announce that Mr. Murry will become Executive Chairman of Calvin Klein on July 1, 2014 and retire on February 1, 2015.

A copy of the press release is attached as Exhibit 99.1 to this report.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1	Amendment to Third Amended and Restated Employment Agreement, dated as of March 24, 2014, between Calvin Klein, Inc. and Paul Thomas Murry.
99.1	Press release issued on March 25, 2014.

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## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

### **PVH CORP.**

By: /s/ Mark D. Fischer

Mark D. Fischer

Executive Vice President

Date: March 25, 2014

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## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description of Exhibit</b>
10.1	Amendment to Third Amended and Restated Employment Agreement, dated as of March 24, 2014, between Calvin Klein, Inc. and Paul Thomas Murry.
99.1	Press Release issued by PVH Corp. on March 25, 2014.

## AMENDMENT TO THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT

AMENDMENT TO THIRD AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Amendment"), dated as of March 24, 2014, between CALVIN KLEIN, INC., a New York corporation ("CKI", together with its affiliates, including, without limitation, its parent corporation, PVH Corp. (the "Company"; the Company shall refer to CKI or PVH Corp. ("PVH") or PVH and its affiliates and subsidiaries, including CKI, collectively, as the context may require), and PAUL THOMAS MURRY (the "Executive").

## WITNESSETH

WHEREAS, the Company and the Executive have previously entered into that Third Amended and Restated Employment Agreement with the Executive, dated as of July 1, 2013 (the "Employment Agreement"); and

WHEREAS, the Company and the Executive wish to amend the Employment Agreement to, among other things, modify the date upon which the Executive will transition to the position of Executive Chairman of CKI (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Employment Agreement.
2. Amendment of Section 1(b). Section 1(b) of the Employment Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

(b) Employment Period. The Company agrees to continue to employ the Executive, and the Executive agrees to continue to be employed by the Company, in accordance with the terms and conditions hereof for a period commencing on the Effective Date and ending on February 1, 2015 (the "Term"), subject to earlier termination in accordance with the provisions of Section 3. The Executive shall be an employee at will and this Agreement shall not constitute a guarantee of employment. Each of the parties acknowledges and agrees that either party may terminate the Executive's employment at any time, for any reason, with or without Cause (as defined in Section 3(a)). The period commencing on the Effective Date and ending on the first to occur of the end of the Term or the effective date of the termination of the Executive's employment is hereinafter referred to as the "Employment Period."

3. Amendment of Section 1(c)(i). Section 1(c)(i) of the Employment Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

(i) During the period commencing on the Effective Date and ending on June 30, 2014 (the "Initial Period"), (A) the Executive shall serve as Chief Executive Officer of CKI, with such duties and responsibilities as shall from time to time be assigned to him and as are consistent and commensurate with his title and position, (B) the Executive's services shall be performed at the Company's headquarters in New York, New York or such other location as may be mutually agreed between the Company and the Executive, except for travel, and visits to Company offices and facilities worldwide, reasonably required to attend to the Company's business, and (C) the Executive shall serve on the Company's Operating Committee; *provided, however*, that the Company may disband the Operating Committee at any time prior to a Change in Control (as hereinafter defined).

4. Amendment of Section 1(c)(iii). Section 1(c)(iii) of the Employment Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

(iii) In addition to the duties and responsibilities outlined in Sections 1(c)(i) and 1(c)(ii) above, it is acknowledged and agreed that during the Initial Period, the Executive is expected to train a successor Chief Executive Officer of CKI and to fully transition his responsibilities to such person effective July 1, 2014 (the "Transition Date"). Prior to the Transition Date, the Executive shall report regularly to the principal executive officer of PVH ("PVH's CEO") on the progress of the development of the Executive's successor and provide for appropriate interactions between the successor and PVH's CEO. On the Transition Date, the Executive shall transition to the role of "Executive Chairman of CKI" and shall no longer hold the title of "Chief Executive Officer of CKI." As Executive Chairman of CKI, the Executive shall be involved in establishing the overall strategy of CKI but shall no longer be responsible for day-to-day operations of CKI. The Executive shall also serve as an advisor to his successor to the role of Chief Executive Officer of CKI. Following the Transition Date, the Executive's working hours shall be reduced to 50% of his working hours prior to the Transition Date (although the Executive's responsibilities may from time to time require that the Executive's working hours be adjusted by plus or minus 10%) or approximately two to three days per business week; *provided, however*, that in no event will the Executive work less than 1,000 hours per year. For the avoidance of doubt, it is the intent of the parties that the Executive's transition to the role of Executive Chairman of CKI shall not constitute a "separation from service" (within the meaning of Section 409A (as defined below)). Following the Transition Date, (A) the Executive's services shall be performed at the Company's headquarters in New York, New York or such other location as may be mutually agreed between the Company and the Executive, except for travel, and visits to Company offices and facilities worldwide, reasonably required to attend to the Company's business, and (B) the Executive may regulate his working hours as he reasonably determines so long as he continues to satisfy his responsibilities pursuant to this Agreement.

5. Amendment of Section 2(a). Section 2(a) of the Employment Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

(a) Base Salary. During the Employment Period and prior to the Transition Date, the Company shall pay the Executive a salary at the annual rate of \$1,000,000 ("Base Salary"), payable in accordance with the normal payroll procedures of the Company in effect from time to time. From and after the Transition Date, the Base Salary shall be reduced by 50%. The term Base Salary as utilized in this Agreement shall refer to the Executive's annual base salary as then in effect.

6. Amendment of Section 3(b). The introductory paragraph of Section 3(b) of the Employment Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

(b) Termination without Cause by the Company or for Good Reason by the Executive Prior to a Change in Control. The Company may also terminate the Executive's employment with the Company at any time without Cause, and the Executive may terminate his employment with the Company at any time for Good Reason (as defined in Section 3(f)(i)(B)). For the avoidance of doubt, the expiration of the Term shall be deemed to be a retirement and shall not constitute a termination without Cause by the Company or constitute the basis for the Executive to terminate his employment for Good Reason.

7. Mutuality of Amendment. The Executive acknowledges and agrees that this Amendment is being entered into by mutual agreement of the Executive and the Company and that none of the changes made to the Employment Agreement pursuant to this Amendment, either individually or collectively, including, without limitation, the changes to the definitions of "Term," "Initial Period" and "Transition Date," shall give the Executive the right to terminate his employment for Good Reason.

8. Continued Effectiveness of the Employment Agreement. The Employment Agreement is and shall continue to be in full force and effect, except as otherwise provided in this Amendment and except that all references to the Employment Agreement set forth in the Employment Agreement and any other agreements to which the parties hereto are parties which have been executed prior to the date hereof and referring to the Employment Agreement shall mean the Employment Agreement, as amended by this Amendment.

9. Miscellaneous.

(a) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(b) This Amendment shall be construed without regard to any presumption or other rule requiring construction against the drafting party.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first set forth above.

CALVIN KLEIN, INC.

By: /s/ Mark D. Fischer  
Name: Mark D. Fischer  
Title: Executive Vice President

/s/ Paul Thomas Murry  
Paul Thomas Murry

**CALVIN KLEIN, INC. ANNOUNCES TOM MURRY TO RETIRE;  
VETERAN CALVIN KLEIN EXECUTIVE STEVE SHIFFMAN  
TO BE ELEVATED TO CHIEF EXECUTIVE OFFICER**

**NEW YORK, NY, MARCH 25, 2014** – Calvin Klein, Inc., a wholly owned subsidiary of PVH Corp. [NYSE: PVH], today announced that the company's Chief Executive Officer, **Tom Murry**, will transition to the position of Executive Chairman of Calvin Klein, Inc. as of July 1, 2014, serving in an advisory role to the new Chief Executive Officer. He will retire at the end of the fiscal year. Effective July 1, 2014, **Steve Shiffman**, presently the President & Chief Commercial Officer of Calvin Klein, Inc., will be promoted to Chief Executive Officer.

"Tom's accomplishments at the company have been nothing short of amazing," said **Emanuel Chirico**, Chairman & CEO of PVH. "Under his leadership, *Calvin Klein* has grown from \$2.8 billion in global retail sales in 2003 to close to \$8 billion in 2013, having evolved from a licensed only model to a more directly operated business. Tom was instrumental in helping PVH acquire the company back in 2002 and was a great partner working through the Warnaco acquisition and integration to date. We thank Tom for all he has done over the past 17 years and look forward to his continued leadership during the transition period ahead."

Said Mr. Murry, "It gives me great pleasure to announce that I will be retiring as of the end of this year and, in the interim, passing the CEO title into the very capable hands of Steve Shiffman, a partner of mine at Calvin Klein for the last 7 years. The past 17 years at Calvin Klein have been an incredible experience for me, having shepherded the company through multiple transformations over the last decade. We have tremendous assets, an incredibly talented management team and corporate culture, and a strategy that resonates in the global marketplace. I felt this is the right time to accelerate our transition plans and made my decision knowing that Calvin Klein is in an excellent position and that we have the right team in place to build on our success around the world. The plan we are announcing today will provide for a smooth, seamless transition in the leadership of Calvin Klein."

Mr. Chirico added, "Steve Shiffman is a high-energy, customer-focused leader who has delivered outstanding results in every position he has held. He has worked at PVH for over 20 years and has been a key senior executive in the transition of PVH over the last decade. With his experience and proven track record, Steve is the ideal executive to lead our business forward."

"It is an honor to be given the opportunity to oversee one of the world's most iconic designer brands," said Mr. Shiffman. "This is an exciting time for Calvin Klein, as the Calvin Klein Jeans and Underwear businesses are now under one roof and the integration has progressed well. With the continued help and support of the enormously talented and passionate group of executives at the company, I intend to do everything possible to strengthen the *Calvin Klein* brand's global presence and continued growth, as we move into the future. I would like to recognize Tom Murry, who has been a stellar leader for the past 17 years. Tom is a tremendous talent and a class act, as well as a friend and a mentor. I look forward to his guidance and assistance during this transition and building on his legacy."

Mr. Shiffman, who first joined PVH in 1992, has over three decades of retail experience and is a member of the PVH Corporate Operating Committee. He has overseen the global commercial operations of the CKI business, reporting to and working closely with Mr. Murry, with direct oversight of North America retail and e-commerce businesses, Asia-Pacific and Latin American operations, as well as Global Licensing and Creative Services. Previously, Mr. Shiffman served as Group President and Chief Operating Officer of PVH Retail, where he oversaw the Company's retail divisions. Prior to that position, Mr. Shiffman was President and Chief Operating Officer of Calvin Klein Retail, where he was responsible for all aspects of retail apparel and the accessories business, including design, sourcing, merchandising, planning, distribution, and visual marketing. During his tenure at PVH, he has held several positions of increasing responsibility, and prior to joining PVH, Mr. Shiffman held leadership positions in buying and merchandising with Macy's.

Calvin Klein, Inc. is one of the leading fashion design and marketing studios in the world. It designs and markets women's and men's designer collection apparel and a range of other products that are manufactured and marketed through an extensive network of licensing agreements and other arrangements worldwide. Product lines under the various *Calvin Klein* brands include women's dresses and suits, men's dress furnishings and tailored clothing, men's and women's sportswear and bridge and collection apparel, golf apparel, jeanswear, underwear, fragrances, eyewear, women's performance apparel, hosiery, socks, footwear, swimwear, jewelry, watches, outerwear, handbags, small leather goods, and home furnishings (including furniture). For more information, please visit [calvinklein.com](http://calvinklein.com).

PVH Corp., one of the world's largest apparel companies, owns and markets the iconic *Calvin Klein* and *Tommy Hilfiger* brands worldwide. It is the world's largest shirt and neckwear company and markets a variety of goods under its own brands, *Van Heusen*, *Calvin Klein*, *Tommy Hilfiger*, *IZOD*, *ARROW*, *Warner's* and *Olga*, and its licensed brands, including *Speedo*, *Geoffrey Beene*, *Kenneth Cole New York*, *Kenneth Cole Reaction*, *MICHAEL Michael Kors*, *Sean John*, *Chaps*, *Donald J. Trump Signature Collection*, *JOE Joseph Abboud*, *DKNY*, *Ike Behar* and *John Varvatos*.

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**SAFE HARBOR STATEMENT UNDER THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995:** Forward-looking statements in this press release, including, without limitation, statements relating to our plans, strategies, objectives, expectations and intentions are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Investors are cautioned that such forward-looking statements are inherently subject to risks and uncertainties, many of which cannot be predicted with accuracy, and some of which might not be anticipated, including, without limitation, the following: (i) our plans, strategies, objectives, expectations and intentions are subject to change at any time at our discretion; (ii) we may be considered to be highly leveraged, and will have to use a significant portion of our cash flows to service such indebtedness, as a result of which we might not have sufficient funds to operate our businesses in the manner we intend or have operated in the past; (iii) the levels of sales of our apparel, footwear and related products, both to our wholesale customers and in our retail stores, the levels of sales of our licensees at wholesale and retail, and the extent of discounts and promotional pricing in which we and our licensees and other business partners are required to engage, all of which can be affected by weather conditions, changes in the economy, fuel prices, reductions in travel, fashion trends, consolidations, repositionings and bankruptcies in the retail industries, repositionings of brands by our licensors and other factors; (iv) our plans and results of operations will be affected by our ability to manage our growth and inventory, including our ability to realize benefits from our acquisition of The Warnaco Group, Inc. (“Warnaco”); (v) our operations and results could be affected by quota restrictions and the imposition of safeguard controls (which, among other things, could limit our ability to produce products in cost-effective countries that have the labor and technical expertise needed), the availability and cost of raw materials, our ability to adjust timely to changes in trade regulations and the migration and development of manufacturers (which can affect where our products can best be produced), changes in available factory and shipping capacity, wage and shipping cost escalation, and civil conflict, war or terrorist acts, the threat of any of the foregoing, or political and labor instability in any of the countries where our or our licensees’ or other business partners’ products are sold, produced or are planned to be sold or produced; (vi) disease epidemics and health related concerns, which could result in closed factories, reduced workforces, scarcity of raw materials and scrutiny or embargoing of goods produced in infected areas, as well as reduced consumer traffic and purchasing, as consumers become ill or limit or cease shopping in order to avoid exposure; (vii) acquisitions and issues arising with acquisitions and proposed transactions, including, without limitation, the ability to integrate an acquired entity, such as Warnaco, into us with no substantial adverse effect on the acquired entity’s or our existing operations, employee relationships, vendor relationships, customer relationships or financial performance; (viii) the failure of our licensees to market successfully licensed products or to preserve the value of our brands, or their misuse of our brands; and (ix) other risks and uncertainties indicated from time to time in our filings with the Securities and Exchange Commission.

The Company does not undertake any obligation to update publicly any forward-looking statement, whether as a result of the receipt of new information, future events or otherwise.

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**CONTACTS:**

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**PVH Corp.**

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