

1 LAW OFFICES OF ZEV B. ZYSMAN
2 A Professional Corporation
3 Zev B. Zysman (176805)
4 zev@zysmanlawca.com
5 15760 Ventura Boulevard, Suite 700
6 Encino, CA 91436
7 Tel.: 818-783-8836

8 Attorneys for Plaintiff and
9 the Proposed Class

ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
09/29/2022 at 05:21:58 PM
Clerk of the Superior Court
By Regina Chanez, Deputy Clerk
FILED
Clerk of the Superior Court

OCT 21 2022

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

IRINA ZHURAVLEVA, on behalf of herself
and all others similarly situated,

Plaintiffs,

vs.

U.S. OUTLET STORES, LLC, DBA U.S.
POLO ASSOCIATION, and DOES 1-100
inclusive,

Defendants.

Case No.37-2019-00036327-CU-BT-CTL

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

[IMAGED FILE]

Date: October 21, 2022
Time: 1:30 p.m.
Judge: Hon. Katherine A. Bacal
Dept: C-69

18
19 On October 21, 2022, this Court heard plaintiff Irina Zhuravleva's ("Plaintiff") Motion for
20 Final Approval of the Class Action Settlement and Plaintiff's Unopposed Motion for Attorneys'
21 Fees, Expenses and Incentive Award. This Court reviewed: (a) the motion and the supporting
22 papers, including, the Agreement of Settlement and Release ("Agreement") and Amendment to
23 Agreement of Settlement and Release ("Amendment to Agreement"); (b) any objections filed with
24 or presented to the Court; (c) the Parties' responses to any objections; and (d) counsels' arguments.
25 Based on this review and the findings below, the Court finds good cause to grant the Motion for

26
27 1.

28 **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

1 Final Approval of the Class Action Settlement and the Motion for Attorneys' Fees, Costs and
2 Incentive Award.

3 **FINDINGS:**

4 1. Unless otherwise specified, defined terms in the Agreement have the same definition
5 as used in this Final Order and Judgment.

6 2. The Court finds the Settlement was entered into in good faith, that it is fair,
7 reasonable and adequate, and that it satisfies the standards and applicable requirements for final
8 approval of this class action settlement under California law, including the provisions of California
9 Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

10 3. The Parties adequately performed their obligations under the Agreement.

11 4. Defendant U.S. Outlet Stores, LLC, dba U.S. Polo Association ("Defendant" or
12 "U.S. Polo Assn."), provided notice to Class Members in compliance with Section 3.3 of the
13 Agreement, and Sections 1 and 2 of the Amendment to Agreement, California Code of Civil
14 Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States
15 Constitutions, and any other applicable law. The notice: (i) fully and accurately informed Class
16 Members about the lawsuit and Settlement; (ii) provided sufficient information so that Class
17 Members were able to decide whether to accept the benefits offered, opt-out and pursue their own
18 remedies, or object to the proposed Settlement; (iii) provided procedures for Class Members to file
19 written objections to the proposed Settlement, to appear at the hearing, and to state objections to
20 the proposed Settlement; and (iv) provided the time, date and place of the final fairness hearing.

21 5. An award of \$175,000 in attorneys' fees and costs to Class Counsel is fair and
22 reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting
23 this Action, and the benefits obtained for the Class.

24 6. An incentive award to Plaintiff Irina Zhuravleva in the amount of \$2,500 is fair and
25 reasonable in light of: (a) Plaintiff's risks (including financial, professional, and emotional) in
26

1 commencing this action as the Class Representative; (b) the time and effort spent by Plaintiff in
2 litigating this action as the Class Representative; and (c) Plaintiff's public interest service.

3 **IT IS ORDERED THAT:**

4 **7. Class Members.** For Settlement purposes, the Class is defined as follows:

5 All persons who, during the period of time beginning July 12, 2015 through
6 through June 24, 2022, purchased merchandise at any U.S. Polo Assn. Outlet Store
7 located in the State of California, and did not receive a refund or credit for their
8 purchase(s).

8 **8. Binding Effect of Order.** This order applies to all claims or causes of action settled
9 under the Agreement, and binds all Class Members, including those who did not properly request
10 exclusion under the terms of the Preliminary Approval and Provisional Class Certification Order.
11 This order does not bind persons who filed timely and valid requests for exclusion. Attached as
12 Exhibit A is a list of the one person who properly requested to be excluded from the Settlement.

13 **9. Release.** Plaintiff and all Class Members who did not properly request exclusion
14 are: (1) deemed to have released and discharged U.S. Polo Assn. from all claims arising out of or
15 asserted in this Action and claims released under the Agreement; and (2) barred and permanently
16 enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims.

17 **10. Class Relief.** U.S. Polo Assn. will issue the appropriate Merchandise Certificate to
18 each Class Member who is an Authorized Claimant or is otherwise entitled to a Merchandise
19 Certificate under Section 2.1 of the Agreement, according to the procedure set forth in Section 2.2
20 of the Agreement.

21 **11. Attorney's Fees and Costs.** Class Counsel is awarded \$175,000 total in fees and
22 costs. U.S. Polo Assn. must pay Class Counsel this amount according to the timeline set forth in
23 Section 2.4 of the Agreement.

24 **12. Incentive Awards.** Plaintiff Irina Zhuravleva is awarded \$2,500 in total, as an
25 incentive award. U.S. Polo Assn. must pay Plaintiff this amount according to the timeline set forth
26 in Section 2.3 of the Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13. Judgment. The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Order as of the date of this Order.

14. Court's Jurisdiction. Pursuant to the Parties' request, California Code of Civil Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over this action and the parties until final performance of the Agreement.

IT IS SO ORDERED.

Dated: 10/21/22



JUDGE OF THE SUPERIOR COURT
KATHERINE A. BACAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A
TIMELY LIST OF EXCLUSIONS

1. Aguilar, Anthony