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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

**AMENDMENT TO AGREEMENT OF
SETTLEMENT AND RELEASE AND
RELATED EXHIBIT G**

[IMAGED FILE]

Date: June 24, 2022

Time: 1:30 p.m.

Judge: Hon. Katherine A. Bacal

Dept: C-69

AMENDMENT TO AGREEMENT OF SETTLEMENT AND RELEASE

Plaintiff Irina Zhuravleva, individually, and in her representative capacity on behalf of all others similarly situated (“Plaintiff”), on the one hand, and defendant U.S. Outlet Stores, LLC, dba U.S. Polo Association (“U.S. Polo Assn.” or “Defendant”), on the other (collectively referred to as the “Parties” or singularly “Party”), by and through their counsel, amend the Agreement of Settlement and Release (the “Agreement”) fully executed on March 10, 2022 as follows:

RECITALS

On June 10, 2022, the Parties participated in a hearing before Judge Katherine Bacal of the San Diego County Superior Court to discuss the court’s evaluation of the Parties Motion for Preliminary Approval of the Class Action Settlement. The Court advised that in order to fully approve the settlement, and in order to protect the interests of the unknown Class Members, the Parties must agree on an alternative notice procedure beyond the availability of a class settlement website. The Parties have come to an agreement and memorialize same in this Amendment to Agreement of Settlement and Release (the “Amendment to Agreement”).

AGREEMENT


NOW, THEREFORE, in consideration of the covenants and agreements set forth in the original Agreement, Plaintiff, the Class, and U.S. Polo Assn. hereby stipulate that Section 3.3 of the Agreement is amended as follows:

1. Defendant shall also post a notice at each of U.S. Polo Assn.’s California Outlet Stores, to be displayed at a main register, on a standard 8 1/2 x 11 piece of paper, the Class Notice exemplified at Exhibit “G” to this Amendment (the “Store Notice”).
2. The Store Notice shall be displayed for the entirety of the notice period, which begins no later than 30 (thirty) calendar days from the entry of the Preliminary Approval Order through 60 (sixty) calendar days thereafter, after which point it may be removed.

APPROVED

Dated: 6-16-22

LAW OFFICES OF ZEV B. ZYSMAN, APC



Zev B. Zysman

Dated: 06/16/2022

GORDON REES SCULLY MANSUKHANI, LLP



Talia L. Delanoy