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ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
06/16/2022 at 03:17:08 PM
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JUN 24 2022

By: C. Beutler, Deputy

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 through
100, inclusive,

Defendants.

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

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

[IMAGED FILE]

Date: June 24, 2022
Time: 1:30 p.m.
Judge: Hon. Katherine A. Bacal
Dept: C-69

On June (month) 24th (day), 2022, this Court heard Plaintiff Irina Zhuravleva's ("Plaintiff") unopposed motion for preliminary approval of class settlement and provisional class certification under California Rule of Court 3.769(c) and (d). This Court reviewed the motion, including the Agreement of Settlement and Release (the "Agreement" or "Settlement"), and Amendment to Agreement of Settlement and Release (the "Amendment to Agreement"). Based on this review and the findings below, the Court finds good cause to GRANT the motion.

1 **FINDINGS:**

2 1. Unless otherwise specified, defined terms in this Preliminary Approval and
3 Provisional Class Certification Order have the same definition as the terms in the Agreement.

4 2. The Agreement, as amended, falls within the range of possible approval as fair,
5 reasonable and adequate.

6 3. The Court finds that (a) the Full Notice, Email Notice, Postcard Notice, and Store
7 Notice constitute the best notice practicable under the circumstances, (b) constitute valid, due,
8 and sufficient notice to all members of the Class, and (c) comply fully with the requirements of
9 California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the
10 California and United States Constitutions, and other applicable law.

11 4. For settlement purposes only, the Court finds the Class is so numerous that joinder
12 of all Class Members is impracticable, Plaintiff's claims are typical of those of the Class, there
13 are questions of law and fact common to the Class and such common questions which
14 predominate over any questions affecting only individual members of the Class, and Class
15 certification is superior to other available methods for the fair and efficient adjudication of the
16 controversy.

17 **IT IS ORDERED THAT:**

18 5. **Settlement Approval.** The Agreement of Settlement, including the Full Notice,
19 Email Notice, Postcard Notice, and Claim Form attached to the Agreement as Exhibits B-E, and
20 the Amendment to Agreement, including the Store Notice attached to the Amendment to
21 Agreement as Exhibits G is preliminarily approved.

22 6. **Provisional Certification.** The Class is provisionally certified, for settlement
23 purposes only, as follows:

24 All persons who, during the period of time beginning July 12, 2015 through the
25 date the Court enters preliminary approval, purchased merchandise at any U.S.
26 Polo Assn. Outlet Store located in the State of California, and did not receive a
refund or credit for their purchase(s).

2.

1 Excluded from the Class are Defendant's Counsel, Defendant's officers, directors, and
2 employees, and the judge presiding over the Action.

3 **7. Appointment of Class Representative and Class Counsel.** Plaintiff Irina
4 Zhuravleva is conditionally certified as the class representative to implement the Settlement. The
5 Law Offices of Zev B. Zysman, APC is conditionally appointed as Class Counsel. The Court
6 finds Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.

7 **8. Provision of Class Notice.** Defendant U.S. Outlet Stores, LLC, dba U.S. Polo
8 Association ("U.S. Polo Assn." or "Defendant"), through its Claims Administrator shall notify the
9 Class of the Settlement in the manner specified under Section 3.3 of the Agreement and the
10 Amendment to Agreement on file herein and will pay all costs associated with the claims
11 administrator providing notice.

12 **9. Objection to Settlement.** Class Members who have not submitted a timely
13 written exclusion and who desire to object to the Agreement may file a written objection with the
14 Court and serve such objection on Class Counsel and U.S. Polo Assn.'s Counsel no later than
15 ninety (90) calendar days after entry of this Order. The delivery date is deemed to be the date the
16 objection is deposited in the U.S. Mail as evidenced by the postmark. Written objections should
17 state: (1) the name and case number of the Action; (2) the Class Member's full name, address, and
18 telephone number; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and
19 concise terms, the legal and factual arguments supporting the objection; (5) facts supporting the
20 person's status as a Class Member (e.g., either any unique identifier included by the Claims
21 Administrator in his/her notice, or the date and location of his/her relevant purchases); (6) the
22 Class Member's signature and the date; and (7) the following language immediately above the
23 Class Member's signature and date: "I declare under penalty of perjury under the laws of the
24 State of California that the foregoing statements regarding class membership are true and correct
25 to the best of my knowledge." Class Members have the option to appear at the Fairness Hearing,

1 either in person or through personal counsel hired at the Class Member's expense, to object to the
2 fairness, reasonableness, or adequacy of the Agreement, the award of attorneys' fees and costs, or
3 to the incentive award to the Class Representative. However, Class Members (with or without
4 their attorneys) intending to make an appearance at the Fairness Hearing must inform the Parties
5 and the Court no later than ninety (90) calendar days after entry of this Order by providing a
6 "Notice of Intention to Appear." Such a "Notice of Intention to Appear" must be timely file and
7 served upon the Court, Class Counsel, and Defendant's Counsel. Only Class Members who file
8 and serve timely Notices of Intention to Appear may speak at the Fairness Hearing.

9 **10. Failure to Object to Agreement.** Class Members who fail to object to the
10 Agreement in the manner specified above will: (1) be deemed to have waived their right to object
11 to the Agreement; (2) be foreclosed from objecting (whether by a subsequent objection,
12 intervention, appeal, or any other process) to the Agreement; and (3) not be entitled to speak at
13 the Fairness Hearing.

14 **11. Requesting Exclusion.** Class Members who desire to be excluded from the
15 Agreement must send a letter or postcard to the Claims Administrator stating: (a) the name and
16 case number of the Action; (b) the full name, address, and telephone number of the person
17 requesting exclusion; and (c) a statement that he/she does not wish to participate in the
18 Agreement, postmarked no later than ninety (90) calendar days after entry of this Order. If a
19 Class Member submits a Claim Form and a request for exclusion, the request for exclusion will
20 be deemed invalid.

21 **12. Claim Form.** Except for Class Members who received direct notice under Section
22 3.3(b) or (c) of the Agreement, Class Members must submit a complete and valid Claim Form no
23 later than ninety (90) calendar days after entry of this Order in order to be included in the
24 distribution of the Merchandise Certificates.

1 **13. Termination.** If the Agreement terminates for any reason, the following will
2 occur: (a) this Order and all of its provisions will be vacated, including, but not limited to,
3 vacating conditional certification of the Class, conditional appointment of Plaintiff as class
4 representative, and conditional appointment of Plaintiff's Counsel as Class Counsel; (b) the
5 Action will revert to the status that existed before the Plaintiff filed her motion for approval of
6 the Preliminary Approval Order; and (c) no term or draft of the Agreement or Amendment to
7 Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will
8 have any effect or be admissible into evidence for any purpose in the Action or any other
9 proceeding. This Order will not waive or otherwise impact the Parties' rights or arguments.

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

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

15 **16. Fairness Hearing.** On 10/21/22, at 1:30 pm, this Court will hold a Fairness
16 Hearing to determine whether the Agreement should be finally approved as fair, reasonable, and
17 adequate. All papers supporting Plaintiff's request for attorneys' fees and costs, and Class
18 Representative's incentive award must be filed no later than fourteen (14) calendar days before
19 the deadline for Class Members to object to the Agreement. All papers supporting final approval
20 of the Agreement must be filed no later than fourteen (14) calendar days before the Fairness
21 Hearing. All papers in response to any objection must be filed no later than seven (7) calendar
22 days before the Fairness Hearing. Based on the date of this Order and the date of the Fairness
23 Hearing, the following are the certain associated dates in this Agreement:

24 ///

25 ///

Event	Timing
Last day for Defendant to post the Store Notice and for the Claims Administrator to send Email Notice and Postcard Notice, and start operating Settlement Website	30 days after entry of this Order
Last day for Plaintiff to file fee petition	76 days after entry of this Order
Last day for Class Members to file a claim, request exclusion or object to the Agreement	90 days after entry of this Order
Last day for Parties to file briefs in support of the Final Order and Judgment	14 days before Fairness Hearing <i>16 COURT</i>
Last day for Parties, individually or jointly, to file a response to any objection	7 days before Fairness Hearing

This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website but, other than the website posting, U.S. Polo Assn. will not be required to provide any additional notice to Class Members. The Claims Administrator will also maintain an active link to the Court's website concerning practices and procedures for appearances at court hearings in the San Diego Superior Court during the COVID pandemic.

IT IS SO ORDERED.

Dated: *6/24/22*



 JUDGE OF THE SUPERIOR COURT
 KATHERINE A. BACAL