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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 **AGREEMENT OF SETTLEMENT AND RELEASE AND RELATED EXHIBITS A THROUGH F** [IMAGED FILE] Date: June 10, 2022 Time: 1:30 p.m. Judge: Hon. Katherine A. Bacal Dept: C-69

AGREEMENT OF SETTLEMENT AND RELEASE

This **AGREEMENT OF SETTLEMENT AND RELEASE (*"Agreement"*)** is entered into by and between 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") to effect the settlement set forth herein, subject to Court approval.

RECITALS

A. On July 12, 2019, plaintiff Irina Zhuravleva filed a class action lawsuit against U.S. Polo Assn in the San Diego County Superior Court, on behalf of a class of California consumers who purchased products at the U.S. Polo Assn.'s outlet stores in California based on violations of California's Unfair Competition Law ("UCL"), False Advertising Law ("FAL"), and Consumer Legal Remedies Act ("CLRA"). The action was titled *Irina Zhuravleva, individually and on behalf of all others similarly situated v. United States Polo Association,* Case No. 37-2019-00036327-CU-BT-CTL. The Zhuravleva Complaint alleged that U.S. Polo Assn. used false and/or deceptive reference prices in its advertising for products sold at the U.S. Polo Assn.'s outlet stores, improperly leading consumers to believe that they are receiving a discount on their purchases. On August 9, 2019, U.S. Polo Assn. removed the case to the United States District Court, Southern District of California, pursuant to 28 U.S.C. §§1331 and 1441. On August 15, 2019, the Southern District of California remanded the Action (defined below) to the San Diego County Superior Court for failure to establish federal jurisdiction.

B. Defendant filed its answer on December 16, 2019, denying Plaintiff's claims and asserting several affirmative defenses.

C. Plaintiff and U.S. Polo Assn. thereafter conducted a thorough investigation of the facts and analyzed the relevant legal issues in regard to the claims asserted in Plaintiff's Complaint (defined below) and U.S. Polo Assn.'s potential defenses to those claims.

D. Counsel for Plaintiff further reviewed informal discovery produced by U.S. Polo Assn. as well as extensive publicly-available information relating to U.S. Polo Assn.'s, its advertising and sales practices, and financial status.

E. The Parties participated in arm's length negotiations over a period of many months and eventually reached a proposed Settlement of this Action, the terms of which are set forth in this Agreement. The Parties negotiated the amount of the attorneys' fee and costs at arm's length and only after they reached an agreement on all substantive terms of the Settlement.

F. Plaintiff and her Counsel believe the claims asserted in the Complaint (defined below) have merit. U.S. Polo Assn. has denied and continues to deny any and all allegations of wrongdoing alleged in the Action and believes the claims asserted by Plaintiff are without merit. Nonetheless, the Parties have concluded that litigation could be protracted and expensive and desire the Action to be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement in order to limit further expense, inconvenience, and risk. The Parties also have considered the risks of continued litigation and the benefits to be obtained under the proposed Agreement and have considered the costs, risks, and delays associated with the

prosecution of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either Plaintiff or U.S. Polo Assn.

G. It is now the intention of the Parties and the objective of this Agreement to avoid the costs of trial and settle and dispose of, fully and completely and forever, any and all claims and causes of action alleged in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiff, the Class, and U.S. Polo Assn. hereby stipulate to the resolution of the Action, subject to Court approval, under the following terms and conditions:

1. DEFINITIONS. In addition to the definitions included in the Recitals above, and in later sections of the Agreement, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section. All defined terms are capitalized and listed in alphabetical order:

1.1 As used herein, the term "***Action***" means the proceeding *Irina Zhuravleva, on behalf of herself and all others similarly situated v. U.S. Polo Assn.*, Case No. 37-2019-00036327-CU-BT-CTL (Cal. Super. Ct., San Diego Cnty.).

1.2 As used herein, the term "***Authorized Claimant***" means any Class Member who does not validly request exclusion from the Class and: (1) whom U.S. Polo Assn. identifies as a Class Member and sends direct notice pursuant to Section 3.3(b) or (c), or (2) who timely submits a completed and valid Claim Form in accordance with the terms of this Agreement.

1.3 As used herein, the term "***Claim***" means a request made by a Class Member in order to receive a Merchandise Certificate pursuant to the procedures stated in Section 3.5.

1.4 As used herein, the term "***Claim Form***" means the form Class Members must complete to submit a Claim under this Agreement. The Claim Form will state that any Claim submitted will be under penalty of perjury, and shall be substantially similar to the form attached hereto as **Exhibit E.**

1.5 As used herein, the term "***Claimant***" means any Class Member who submits a Claim Form under this Agreement.

1.6 As used herein, the term "***Claims Administrator***" means CPT Group, Inc. and any successors to that entity, that U.S. Polo Assn. designates (with approval from Class Counsel, whose approval shall not be unreasonably withheld), to administer the notice, claims, and Settlement relief distribution process provided for in the Agreement.

1.7 As used herein, the term "***Claims Administrator Costs***" means all costs incurred by the Claims Administrator, including the cost of providing notice to the Class and administering the terms set forth in this Agreement.

1.8 As used herein, the terms "***Class***" and "***Class Members***" means the following Class:

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

1.9 As used herein, the term "***Class Period***" means the period to which the settlement and this Agreement applies, as specified in the definition of the Class, namely July 12, 2015 through the date of the entry of order granting preliminary approval.

1.10 As used herein, the term "***Class Released Claims***" means all claims, demands, rights, liabilities that were pled in the Complaint in this Action, or which could have been pled in the Complaint in this Action based on the factual allegations alleged therein and that arose during the Class Period (the Class Released Claims). As a matter of emphasis, the Class Released Claims shall include: (1) Violation of the "Unfair" Prong of the UCL; (2) Violation of the "Fraudulent" Prong of the UCL; (3) Violation of the "Unlawful" Prong of the UCL; (4) Violation of the California False Advertising Law, California Business & Professions Code Sections 17500, et seq.; and (5) Violations of California Consumer Legal Remedies Act as set forth in the Complaint in this Action.

1.11 As used herein, the term "***Class Releasors***" means Plaintiff and all Class Members who do not timely and sufficiently request to be excluded from the proposed settlement, and each of their respective successors, assigns, legatees, heirs, and personal representatives.

1.12 As used herein, the term "***Complaint***" means the Class Action Complaint filed by Plaintiff in the Action.

1.13 As used herein, the term "***Court***" means the San Diego County Superior Court in which this Action is pending, and to which presentation of this Agreement for judicial review and approval will be made.

1.14 As used herein, the term "***Defendant***" means the named Defendant in the Action: U.S. Polo Assn., Inc.

1.15 As used herein, the terms "***Defendant's Counsel***" and "***U.S. Polo Assn.'s Counsel***" means the law firm of Gordon Rees Scully Mansukhani, LLP.

1.16 As used herein, the term "***Email Notice***" means the legal notice summarizing the proposed terms of this Agreement, as approved by Class Counsel, U.S. Polo Assn.'s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Agreement via electronic mail. The Email Notice shall be substantially similar to the form attached as **Exhibit C**.

1.17 As used herein, the term "***Fairness Hearing***" means the hearing(s) to be held by the Court to consider and determine whether the Agreement should be approved as fair, reasonable, and adequate, and whether the Final Order and Judgment approving the Agreement should be entered.

1.18 As used herein, the terms "***Final Order and Judgment"*** mean the Court's grant of final approval of the Agreement following the Fairness Hearing. The proposed Final Order and Judgment that Plaintiff submit to the Court for its approval shall be substantially similar to the form attached as **Exhibit F**.

1.19 As used herein, the term **"*Effective Date*"** means the date that the settlement shall become effective on the later of (a) the Court's final approval of the Agreement and entry of the Final Order and Judgment if no timely written objections by or on behalf of Class Members have been filed, or if any such objections have been withdrawn; (b) the time for appeal has expired if an objection has been filed, not withdrawn and no appeal has been filed, or any such appeal has

been withdrawn; or (c) the final resolution of any appeal which has been filed. Such date shall be designated as the Effective Date.

1.20 As used herein, the term "***Full Notice***" means the full legal notice of the proposed Agreement terms, as approved by Class Counsel, U.S. Polo Assn.'s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Agreement. The Full Notice shall be substantially similar to the form attached as **Exhibit B**.

1.21 As used herein, the term "***Plaintiff***" means Irina Zhuravleva in her individual capacity only.

1.22 As used herein, the terms "***Plaintiff's Counsel***" and "***Class Counsel***" mean the Law Offices of Zev B. Zysman, APC.

1.23 As used herein, the term "***Postcard Notice***" means the legal notice summarizing the proposed Agreement terms, as approved by Class Counsel, U.S. Polo Assn.'s Counsel, and the Court, to be provided to Class Members under Section 3.3 of this Agreement via regular postal mail. The Postcard Notice shall be substantially similar to the form attached as **Exhibit D**.

1.24 As used herein, the term "***Preliminary Approval Order***" means the order provisionally certifying the Class for settlement purposes only, approving and directing notice, and setting the Fairness Hearing. The proposed Preliminary Approval Order that Plaintiff submit to the Court for its approval shall be substantially similar to the form attached as **Exhibit A**.

1.25 As used herein, the term "***Released Parties***" means defendant U.S. Polo Assn., and each of its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

1.26 As used herein, the term "***Objection Deadline***" means the deadline by which Class Members must file any objections to the Agreement as set forth in the Preliminary Approval Order. The Objection Deadline shall be ninety (90) calendar days after entry of the Preliminary Approval Order. Thus, Class Members shall have sixty (60) calendar days to deliver objections.

1.27 As used herein the term "***Exclusion Deadline***" means the deadline by which Class Members must file any exclusion from the Agreement as set forth in the Preliminary Approval Order. The Exclusion Deadline shall be ninety (90) calendar days after entry of the Preliminary Approval Order. Thus, Class Members shall have sixty (60) calendar days to deliver requests for exclusions.

1.28 As used herein the term "***Claim Filing Deadline***" means the deadline by which Class Members must file all claims under the Agreement as set forth in the Preliminary Approval Order. The Claim Filing Deadline shall be ninety (90) calendar days after entry of the Preliminary Approval Order. Thus, Class Members shall have sixty (60) calendar days to deliver Claim Forms.

1.29 As used herein, the term "***Settlement***" means the Settlement of the Action and related claims effectuated by this Agreement.

1.30 As used herein, the term "***Settlement Website***" means the website that shall be created for settlement administration purposes and administered by the Claims Administrator.

1.31 As used herein, the term "***Merchandise Certificate***" means a Certificate that shall be automatically issued and distributed to each Authorized Claimant who received direct notice

pursuant to Section 3.3(b) and (c) and who did not validly request exclusion from the Class. Separate and independent from the automatic distribution of the Merchandise Certificates, each other Authorized Claimant who did not receive direct notice under Section 3.3(b) or (c) and timely submits a completed and valid Claim Form pursuant to Section 3.5(b), will be issued and distributed one (1) Merchandise Certificate to the email address or postal address specified on the completed Claim Form. Each Authorized Claimant will be entitled to receive a Merchandise Certificate which, at the election of the Authorized Claimant, may be applied for (1) 10% off a merchandise purchase where no minimum purchase is required but with the discount applied only to the first $100 of merchandise; or (2) $5 off a merchandise purchase with no minimum purchase required. The Merchandise Certificate can be used at any U.S. Polo Outlet Store in California or the U.S. Polo online store at www.uspoloassn.com. The Merchandise Certificate is not transferable and may not be combined with other Certificates though the Certificate may be used with any other discounts and promotions, and on items that are on sale or otherwise discounted. The Merchandise Certificates are not redeemable for cash. Each class member is entitled to receive one (1) Merchandise Certificate regardless of the number of alleged violations and is one-time use only. The Merchandise Certificates are valid for four (4) months following the date of issuance.

2. AGREEMENT TERMS.

2.1 Award to the Class. U.S. Polo Assn. shall issue one (1) Merchandise Certificate to each Authorized Claimant.

2.2 Distribution. Within thirty (30) calendar days of the Effective Date, U.S. Polo Assn. through the Claims Administrator, shall distribute the Merchandise Certificates to:

(a) Persons Who Received Direct Notice Pursuant to Section 3.3 (b) and (c): to the email address or postal address used for direct notice, and

(b) Other Authorized Claimants: to the email or postal address designated on their Claim Form.

2.3 Individual Award to Plaintiff. The Parties acknowledge that Plaintiff must move the Court for approval of any incentive award to Plaintiff (the "Individual Award") in recognition of her efforts and activities in furtherance of both the litigation and this Agreement. Defendant agrees to pay and will not oppose an application made by Plaintiff for an Individual Award in an amount not to exceed $2,500. If the Court approves the Agreement and an Individual Award to Plaintiff, U.S. Polo Assn. agrees to pay the award approved by the Court within ten (10) calendar days of the Effective Date. The Parties represent that their negotiation of and agreement to the compensation paid to the Plaintiff, which is separate and apart from any benefits to the Class, did not occur until after the substantive terms of the Agreement had been negotiated and agreed to in principle.

2.4 Attorneys' Fees and Costs. The Parties acknowledge that Plaintiff shall move the Court for approval of an award to Class Counsel for attorneys' fees and costs. Defendant agrees to pay and will not oppose an application made by Class Counsel for an award of attorney's fees and expenses in an amount not to exceed $175,000. If the Court approves the Agreement and an award of attorneys' fees and costs to Class Counsel, U.S. Polo Assn. agrees to pay the attorneys' fees and costs approved by the Court to Class Counsel within twenty-one (21) calendar days of the Effective Date. The Parties represent that the amount of the attorneys' fees and costs to be

requested by Class Counsel was negotiated at arm's-length, separate and apart from any benefits to the Class, and only after agreement was reached on all substantive terms of the settlement.

2.5 Reduction in Plaintiff's Award. The Parties expressly agree that the Court's approval or denial of any request of the Individual Award sought by Plaintiff is not a material condition to this agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by class counsel of Plaintiff's Individual Award shall not operate to terminate or cancel this agreement. To the extent the Court awards less than the amount of the requested Individual Award amount, the consideration referenced in Section 2.3 shall not be affected and the requirement for and/or validity of an executed general release by the Plaintiff shall remain in force and effect. To the extent the Court awards less than the amount of the requested Individual Award amount sought by Plaintiff, any remaining amount will revert to the payment of Class Counsel's costs.

2.6 No Tax Liability. Under no circumstances will U.S. Polo Assn. or Defendant's Counsel have any liability for taxes or tax expenses under the Settlement. Plaintiff and/or Class Counsel are responsible for any taxes on any recovery or award. Nothing in this Settlement, or statements made during the negotiation of its terms, shall constitute tax advice by U.S. Polo Assn. or Defendant's Counsel.

2.7 Implementation Costs. U.S. Polo Assn. shall bear all the costs of providing notice to the Class (including the Website) in the manner prescribed in Section 3.3 of this Agreement and the costs associated with independent administration of benefits by the Claims Administrator. The costs for the Claims Administrator shall not exceed $24,000.

2.8 Release as to All Class Members. Upon entry of the Final Order and Judgment, Class Releasors shall be deemed to have fully, finally and forever released and discharged all Class Released Claims against all Released Parties as set forth in the Final Order and Judgment.

2.9 Release by Plaintiff. In addition to the releases made by the Class Members set forth in Section 2.8 above, effective upon entry of the Final Order and Judgment, the Plaintiff makes the additional following general release of all past or present claims, known or unknown. Upon entry of the Final Order and Judgment, the Plaintiff, and each of her successors, assigns, legatees, heirs, and personal representatives release and forever discharge the Released Parties, from all manner of action, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent.

In addition, Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiff fully understands that the facts on which the Agreement is to be executed may be different from the facts now believed by Plaintiff and Class Counsel to be true and expressly accept and assume the risk of this possible difference in facts and agrees that the Agreement will remain effective despite any difference in facts. Further, Plaintiff agrees that this waiver is an essential and material term of this release and the Agreement that underlies it and that without such waiver the Agreement would not have been accepted.

2.10 No Admission of Liability or Wrongdoing. This Agreement reflects the Parties' compromise and resolution of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, including U.S. Polo Assn., and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. U.S. Polo Assn. has denied and continues to deny each of the claims and contentions alleged by Plaintiff in the Action. U.S. Polo Assn. has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

2.11 Injunctive Relief. U.S. Polo Assn. agrees that, as of the date the Court enters preliminary approval, and continuing forward, its pricing and labeling practices will not violate then applicable California state law or regulations.

3. CLASS NOTICE AND CLAIMS PROCEDURES.

3.1 Cooperation to Obtain Court Approval. The Parties will jointly take all reasonable steps necessary to secure the Court's approval of this Agreement.

3.2 Preliminary Approval and Provisional Class Certification. Plaintiff shall file the motion for preliminary approval as soon as feasibly possible. The motion for preliminary approval shall request that the Court:

(a) preliminarily approve this Agreement as fair, adequate, and reasonable;

(b) preliminarily approve the form, manner, and content of the Full Notice, Email Notice, Postcard Notice, and Claim Form described in Section 3.3 of this Agreement, and attached as **Exhibits B–E**;

(c) set a deadline for the filing of objections, exclusions, Claim Form submission, the filing of the fee, cost, and award motion, the final approval motion; and schedule the date of the Fairness Hearing;

(d) provisionally certify the Class under CAL. R. CT. 3.769(d) for settlement purposes only;

(e) stay all proceedings in the Action against U.S. Polo Assn. until the Court renders a final decision on approval of the Agreement and sets a briefing schedule for the papers in support of the Final Order;

(f) conditionally appoint Plaintiff as the Class Representative for settlement purposes only; and

(g) conditionally appoint the law firm identified in Section 1.22 as Class Counsel for settlement purposes only.

The proposed Preliminary Approval Order shall be substantially similar to the form attached as **Exhibit A**. U.S. Polo Assn. shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order.

3.3 Class Notice. Subject to the Court entering the Preliminary Approval Order, the Parties agree that U.S. Polo Assn. and its retained Claims Administrator will provide the Class with notice of the proposed Agreement by the following methods.

(a) Settlement Website. The Claims Administrator will post the Full Notice on the Website. The Full Notice shall be substantially similar to the form attached as **Exhibit B**. The Full Notice posted on the Website (the "Internet Posting") will also contain the Claim Form, Complaint, Agreement, and Preliminary Approval Order. Within seven (7) court days of when Class Counsel files a motion for attorneys' fees and costs, the Internet Posting will also post the fees and costs motion. The Internet Posting shall be operative starting on or before thirty (30) calendar days after entry of the Preliminary Approval Order. The Internet Posting shall remain active until the end of the four (4) month period during which Class Members may use their Certificates.

(b) Email Notice. U.S. Polo Assn. shall use reasonable efforts to identify those Class Members for whom it has a valid email address in its business records. Through the Claims Administrator, for those Class Members for whom U.S. Polo Assn. has a valid email address, the Claims Administrator will send an Email Notice to such Class Members. The Email Notice shall be substantially similar to the form attached as **Exhibit C**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. U.S. Polo Assn., through the Claims Administrator, will provide the Email Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order.

(c) Postcard Notice. U.S. Polo Assn. shall use reasonable efforts to identify Class Members for whom it has a valid postal address in its business records, but no valid email address. Through the Claims Administrator, for those Class Members for whom U.S. Polo Assn. does not have a valid email address, but does have a valid postal address, the Claims Administrator will send a Postcard Notice to such Class Members. The Postcard Notice shall be substantially similar to the form attached as **Exhibit D**, and will provide the web address of the Settlement Website and an email and mailing address to contact the Claims Administrator. U.S. Polo Assn., through the Claims Administrator, will provide the Postcard Notice on or before thirty (30) calendar days after entry of the Preliminary Approval Order.

3.4 Proof of Notice. No later than ten (10) calendar days before the deadline for Plaintiff to file her brief in support of the Final Order and Judgment, U.S. Polo Assn. and the Claims Administrator will serve upon Class Counsel a declaration confirming that notice to the Class has been provided in accordance with Section 3.3 of this Agreement.

3.5 Claims Procedure.

(a) Class Members who received direct notice pursuant to Section 3.3 (b) and (c) do not need to submit a Claim Form. For each such Class Member, U.S. Polo Assn., through the Claims Administrator, will send one (1) Merchandise Certificate to the email address or postal address used for direct notice.

(b) Class Members who did not receive direct notice under Section 3.3(b) or (c) must complete and submit a valid Claim Form on or before the Claim Filing Deadline in order to receive a Merchandise Certificate. For each such Class Member, U.S. Polo Assn., through the Claims Administrator, will send one (1) Merchandise Certificate to the email address or postal address specified on the completed Claim Form.

(c) Date of Submission. The Claim Form may be submitted electronically or by postal mail. The delivery date is deemed to be the date [i] the Claim Form is deposited in the U.S. Mail as evidenced by the postmark, in the case of submission by U.S. mail, or [ii] in the case of submission electronically through the Settlement Website, the date the Claims Administrator receives the Claim Form, as evidenced by the transmission receipt.

3.6 Right to Verify. The Claims Administrator and/or U.S. Polo Assn. may review all submitted Claim Forms for completeness, validity, accuracy, and timeliness, and may contact any Claimant, through the Claims Administrator, to request additional information and/or documentation to determine the validity of any claim. In addition, the Claims Administrator and/or U.S. Polo Assn. may verify that: [i] the information set forth in a submitted Claim Form is accurate; and [ii] the Claimant is a Class Member.

3.7 Objections. Any Class Member who has not submitted a timely written exclusion request pursuant to Section 3.8 of this Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, may elect to object to the Agreement by delivering a timely written objection to the Court, Class Counsel, and Defendant's Counsel.

(a) To be timely, a written objection must be submitted no later than the Objection Deadline. The submission date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection to the Court, Class Counsel, and Defendant's Counsel. The Court has the discretion to reject untimely objections.

(b) Any written objections must contain: **(1)** the name and case number of the Action; **(2)** the Class Member's full name, address, and telephone number; **(3)** the words "Notice of Objection" or "Formal Objection"; **(4)** in clear and concise terms, the legal and factual arguments supporting the objection; **(5)** facts supporting the person's status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in his/her notice, or the date and location of his/her relevant purchases); **(6)** the Class Member's signature and the date; and **(7)** the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." The objection will not be valid if it only objects to the Action's appropriateness or merits. Class Members who fail to make objections in this manner will be deemed to have waived any objections and will be foreclosed from making any objections (whether by a subsequent objection, intervention, appeal, or any other process) to the Agreement.

(c) Class Members have the option to appear at the Fairness Hearing, either in person or through counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement, or to the award of attorneys' fees. However, Class Members (with or without counsel) intending to make an appearance at the Fairness Hearing must so inform the Parties and the Court on or before the Objection Deadline by providing a "Notice of Intention to Appear" to the Court, Class Counsel, and Defendants' Counsel.

3.8 Exclusion from the Class. Class Members may elect not to be part of the Class and not to be bound by this Agreement. To make this election, Class Members must send a signed letter or postcard to the Claims Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Agreement, postmarked no later than the Exclusion Deadline. The Claims Administrator must serve on Class Counsel and Defendant's Counsel a list of Class Members who have timely and validly excluded themselves from the Class no later than five (5) calendar days after the Exclusion Deadline.

3.9 Final Order and Judgment. Before the Fairness Hearing, Plaintiff must apply to the Court for entry of Final Order and Judgment. Such an order shall be substantially similar to the form attached as **Exhibit F**. Class Counsel shall draft the motion papers, and U.S. Polo Assn.'s Counsel will not oppose the motion. U.S. Polo Assn. shall be permitted, but not required, to file its own brief or statement of non-opposition in support of the Final Order and Judgment.

3.10 Judgment and Enforcement. The Parties agree that should the Court grant final approval of the proposed Agreement and enter Final Order and Judgment, the Final Order and Judgment shall include a provision for the retention of the Court's jurisdiction over the Parties to enforce the terms of this Agreement.

4. Termination of the Agreement.

4.1 Right to Terminate Agreement. Either Party has the right to terminate and withdraw from the Agreement at any time prior to the Fairness Hearing if the Court makes an order inconsistent with the terms of this Agreement which is so material that the key terms of the Agreement cannot be affected (except for an order reducing the Plaintiff's Individual Award).

4.2 Effect of Agreement if Agreement Is Not Approved. This Agreement was entered into only for the purpose of settlement of the Action. In the event that Section 4.1 is invoked by either Party, the Court conditions its approval of either the Preliminary Approval Order or the Final Order and Judgment on any modifications of this Agreement that are not acceptable to all Parties, or if the Court does not approve the Agreement or enter the Final Order and Judgment, or if the Final Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, and as if this Agreement was never executed. In that event (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms; (b) the Action will revert to the status that existed before the Plaintiff filed her motion for approval of the Preliminary Approval Order; and (c) no term or draft of this Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Agreement or enter the Final Order and Judgment for any reason, or if the Effective Date does not occur for any reason, U.S. Polo Assn. shall retain all its rights to object to the maintenance of the Action as a class action,

and nothing in this Agreement or other papers or proceedings related to the Agreement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action provided however, that U.S. Polo Assn. will nonetheless bear the costs of Administration and notice.

5. ADDITIONAL PROVISIONS.

5.1 Change of Time Periods. All time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Class.

5.2 Fair, Adequate, and Reasonable Agreement. The Parties agree the Agreement is fair, adequate, and reasonable and the Agreement was the result of informed, intense, non-collusive, and arms-length negotiations, taking into account all relevant factors, present and potential. The Agreement was reached after extensive negotiations.

5.3 Real Parties in Interest. In executing this Agreement, the Parties warrant and represent that except as provided herein, neither the claims or causes of action released herein nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

5.4 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

5.5 Binding on Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

5.6 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

5.7 Authorization. Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

5.8 Entire Agreement. This Agreement and the exhibits thereto contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement.

5.9 Construction and Interpretation. Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

5.10 Headings and Formatting of Definitions. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement. Similarly, bolding and italicizing of definitional words and phrases is solely for the

Parties' convenience and may not be used to interpret this Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Agreement.

5.11 Exhibits. The exhibits to this Agreement are integral parts of the Agreement are hereby incorporated and made a part of this Agreement as though fully set forth in the Agreement.

5.12 Modifications and Amendments. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

5.13 Governing Law. This Agreement is entered into in accordance with the laws of the State of California and shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of law principles.

5.14 Further Assurances. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

5.15 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pled as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

5.16 Cooperation of the Parties. The Parties acknowledge that it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement. Specifically, the Parties to this Agreement agree to prepare and execute all documents, to seek Court approvals, defend Court approvals, and to do all things reasonably necessary to complete the settlement described in this Agreement. Further, the Parties will comply in good faith with the terms and conditions of the Agreement. Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

5.17 Execution Date. This Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

5.18 Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

5.19 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

5.20 Recitals. The Recitals are incorporated by this reference and are part of the Agreement.

5.21 Inadmissibility. This Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Agreement are

inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, this Agreement shall not be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.

5.22 No Conflict Intended. Any inconsistency between this Agreement and the attached exhibits will be resolved in favor of this Agreement.

5.23 Notices. Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Agreement or other document to be given by any Party to any other Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, if to U.S. Polo Assn. to the attention of U.S. Polo Assn.'s Counsel, and if to Class Members to the attention of Class Counsel on their behalf.

CLASS COUNSEL	U.S. POLO ASSN.'S COUNSEL
Zev B. Zysman LAW OFFICES OF ZEV B. ZYSMAN APC 15760 Ventura Boulevard, 16th Floor Encino, CA 91436	Talia L. Delanoy GORDON REES SCULLY MANSUKHANI, LLP 3 Parkcenter Drive, Suite 200 Sacramento, CA 95825

5.24 List of Exhibits: The following exhibits are attached to this Agreement:

Exhibit A: [Proposed] Preliminary Approval and Provisional Class Certification Order

Exhibit B: Full Notice

Exhibit C: Email Notice

Exhibit D: Postcard Notice

Exhibit E: Claim Form

Exhibit F: [Proposed] Final Approval Order and Judgment

IN WITNESS WHEREOF, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED:

Dated: 3/10/2022

IRINA ZHURAVLEVA

Dated: March 9, 2022

U.S. OUTLET STORES, LLC, dba U.S. POLO ASSOCIATION

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: 3/10/22

LAW OFFICES OF ZEV B. ZYSMAN, APC

Zev B. Zysman

Dated: March 9, 2022

GORDON REES SCULLY MANSUKHANI, LLP

Talia L. Delanoy

EXHIBIT A
[PROPOSED] PRELIMINARY APPROVAL AND PROVISIONAL CLASS CERTIFICATION ORDER

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 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AND PROVISIONAL CLASS CERTIFICATION** Judge: Dept:

On _____ (month) ___ (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"). Based on this review and the findings below, the Court finds good cause to GRANT the motion.

FINDINGS:

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

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

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

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

IT IS ORDERED THAT:

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

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

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

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

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

8. Provision of Class Notice. Defendant U.S. Outlet Stores, LLC, dba U.S. Polo Association ("U.S. Polo Assn." or "Defendant") shall notify the Class of the Settlement in the manner specified under Section 3.3 of the Agreement and will pay all costs associated with claims administration and providing notice.

9. Objection to Settlement. Class Members who have not submitted a timely written exclusion and who desire to object to the Agreement may file a written objection with the Court and serve such objection on Class Counsel and U.S. Polo Assn.'s Counsel no later than ninety (90) calendar days after entry of this Order. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. Written objections should state: **(1)** the name and case number of the Action; **(2)** the Class Member's full name, address, and telephone number; **(3)** the words "Notice of Objection" or "Formal Objection"; **(4)** in clear and concise terms, the legal and factual arguments supporting the objection; **(5)** facts supporting the person's status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in his/her notice, or the date and location of his/her relevant purchases); **(6)** the Class Member's signature and the date; and **(7)** the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Agreement, the award of attorneys' fees and costs, or to the incentive award to the Class Representative. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must inform the Parties and the Court no later than ninety (90) calendar

days after entry of this Order by providing a "Notice of Intention to Appear." Such a "Notice of Intention to Appear" must be timely file and served upon the Court, Class Counsel, and Defendant's Counsel. Only Class Members who file and serve timely Notices of Intention to Appear may speak at the Fairness Hearing.

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

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

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

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

not waive or otherwise impact the Parties' rights or arguments.

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

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

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

Event	Timing
Last day for Defendant, through 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
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: _____

_____
JUDGE OF THE SUPERIOR COURT

EXHIBIT B
FULL NOTICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Zhuravleva v. U.S. Outlet Stores, LLC, dba U.S. Polo Association	Case No. 37-2019-00036327-CU-BT-CTL

IF YOU PURCHASED MERCHANDISE FROM ANY U.S. POLO ASSN. OUTLET STORE IN CALIFORNIA, YOU MAY BE ELIGIBLE TO RECEIVE AN AWARD USABLE FOR FUTURE PURCHASES.

A CALIFORNIA COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement (the "Settlement") has been proposed in the class action lawsuit referenced above pending in the Superior Court of the State of California in the County of San Diego (the "Action"). If the Court gives final approval to the Settlement, U.S. Outlet Stores, LLC, dba U.S. Polo Association ("U.S. Polo Assn.") will provide, for each eligible Class Member (eligibility described below) one Merchandise Certificate which, at the Class Member's election, may be applied for: (1) 10% off a merchandise purchase where no minimum purchase is required but with the discount applied only to the first $100 of merchandise; or (2) $5 off a merchandise purchase with no minimum purchase required. The Merchandise Certificate can be used at any U.S. Polo Assn. Outlet Store in California or the U.S. Polo online store at www.uspoloassn.com, subject to the additional conditions explained in this notice.

Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	If you did not receive direct notice of this settlement via email or postcard, but want to obtain a Merchandise Certificate, you must submit a Claim Form. Visit the Settlement website located at _____ to obtain a Claim Form.	Deadline: _____

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Merchandise Certificate under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against U.S. Polo Assn. regarding the allegations in the Action ever again.	Deadline: _____
OBJECT	You may write to the Court about why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: _____
GO TO THE "FAIRNESS HEARING"	The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Representative Plaintiff's request for a service award for bringing the Action. You may, but are not required to, speak at the Fairness Hearing. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.	Hearing Date and Time: _____
DO NOTHING	If you received direct notice of this settlement via email or postcard, you will receive one (1) **Merchandise Certificate**. If you did not receive direct notice, you will receive nothing, unless you submit a timely and valid Claim Form. You will also give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.	N/A

These rights and options—**and the deadlines to exercise them**—are explained in more detail below.

The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient***.

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION ..... ##

1. Why did I get a notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT ..... ##

7. What relief does the Settlement provide to the Class Members?

HOW TO REQUEST A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM ..... ##

8. How can I get a Merchandise Certificate?

9 When will I get my Merchandise Certificate?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF ..... ##

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
12. Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS ..... ##

13. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT ..... ##

14. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT ..... ##

15. How do I tell the Court that I disagree with the Settlement?
16. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING ..... ##

17. What is the Fairness Hearing?
18. When and where is the Fairness Hearing?
19. May I speak at the hearing?

ADDITIONAL INFORMATION ..... ##

20. How do I get more information?

21. What if my address or other information has changed or changes after I submit a Claim Form?

BACKGROUND INFORMATION

1. *Why did I get a notice?*

You received a notice because a Settlement has been reached in this Action. According to U.S. Polo Assn.'s records you might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiff Irina Zhuravleva (the "Representative Plaintiff") filed a lawsuit against U.S. Polo Assn. on behalf of herself and all others similarly situated. The lawsuit alleges that U.S. Polo Assn. engaged in deceptive advertising by advertising false reference prices on merchandise in U.S. Polo Assn. outlet stores in California.

U.S. Polo Assn. denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. U.S. Polo Assn. further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called "Representative Plaintiff(s)" (in this Action, Irina Zhuravleva) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case –U.S. Polo Assn. – is called the Defendant.

4. *Why is there a Settlement?*

The Representative Plaintiff has made claims against U.S. Polo Assn. U.S. Polo Assn. denies it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or U.S. Polo Assn. should win this Action. Instead, both sides agreed to the Settlement to avoid the cost, risks, and delay of continued litigation.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement:

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

6. *I'm still not sure if I am included.*

If you are still not sure whether you are included, you can write the Claims Administrator for free help. The email address of the Claims Administrator is _____ and the U.S. postal (mailing) address is _____.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

U.S. Polo Assn. has agreed to automatically provide each Class Member who received direct notice of this Settlement via email or postcard and does not timely request exclusion from the Settlement, or who timely and validly completes and submits a Claim Form with one (1) Merchandise Certificate which, at the Class Member's election, may be applied for: (1) 10% off a merchandise purchase where no minimum purchase is required but with the discount applied only to the first $100 of merchandise; or (2) $5 off a merchandise purchase with no minimum purchase required. The Merchandise Certificate can be used on any purchase in a U.S. Polo Assn. outlet store in California or the U.S. Polo online store at www.uspoloassn.com.

The Merchandise Certificate is not transferable and may not be combined with other Certificates though the Certificate may be used with any other discounts and promotions, and on items that are on sale or otherwise discounted. The Merchandise Certificates are not redeemable for cash. Each class member is entitled to receive one (1) Merchandise Certificate regardless of the number of alleged violations and is one-

time use only. The Merchandise Certificates are valid for four (4) months following the date of issuance.

Additionally, the Settlement provides for injunctive relief. Specifically, U.S. Polo Assn. agrees that, as of the date the Court enters preliminary approval, and continuing forward, its pricing and labeling practices will not violate California state law or regulations.

HOW TO OBTAIN A MERCHANDISE CERTIFICATE – SUBMITTING A CLAIM FORM

8. *How do I get a Merchandise Certificate?*

If you received direct notice of this settlement, a Merchandise Certificate will be sent to you automatically. If you did not receive direct notice of this Settlement, you must submit a completed Claim Form. A Claim Form is available by clicking HERE or on the Internet at the website _____. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by _____ or submit it online on or before 11:59 p.m. (Pacific) on _____.

9. *When will I get my Merchandise Certificate?*

As described in Sections 17 and 18, the Court will hold a hearing on _____ at _____, to decide whether to approve the Settlement. The Merchandise Certificates will be distributed after the Court grants final approval of the Settlement and after any appeals are resolved. You can continue to monitor the progress of the case on the following website _____.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

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

The Court has ordered that the Law Offices of Zev B. Zysman, APC ("Class Counsel") to represent the interests of the Class. You will not be separately charged for Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

U.S. Polo Assn. has agreed to pay Class Counsel's attorneys' fees and costs up to $175,000, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs and the amount awarded will **not** reduce the benefits

available to you under the Settlement. Please see Section 2.4 of the Agreement of Settlement, available HERE, for additional details.

12. *Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?*

The Representative Plaintiff will request a service award of up to $2,500 for her services as class representative and her efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative and the amount awarded will **not** reduce the benefits available to you under the Settlement.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against U.S. Polo Assn. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against U.S. Polo Assn. regarding the claims in the Action. The Settlement, available on the Internet at the website _____ contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. *How do I exclude myself from the Settlement?*

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the person requesting exclusion; and (c) a statement that he/she does not wish to participate in the Settlement, postmarked no later than _____ to the Claims Administrator at:

U.S. POLO ASSN. OUTLET STORES PRICING
c/o _____
_____
_____

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Merchandise Certificate under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against U.S. Polo Assn. based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. *How do I tell the Court that I disagree with the Settlement?*

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service award to the Representative Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Agreement of Settlement or the proposed Settlement, you may submit a written objection to the Court, Class Counsel and Defense Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) _____.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court Superior Court of the State of California, County of San Diego 330 West Broadway Department C-69 San Diego, California 92101	Zev B. Zysman Law Offices of Zev B. Zysman 15760 Ventura Boulevard 16th Floor Encino, CA 91436 (818) 783-8836	Talia L. Delanoy GORDON REES SCULLY MANSUKHANI, LLP 3 Parkcenter Drive, Suite 200 Sacramento, CA 95825 (916) 565-2900

Any written objections should contain: **(1)** the name and case number of the Action; **(2)** your full name, address, and telephone number; **(3)** the words "Notice of Objection" or "Formal Objection"; **(4)** in clear and concise terms, the legal and factual arguments supporting the objection; **(5)** facts supporting your status as a Class Member (e.g., either any unique identifier included by the Claims Administrator in your notice, or the date and location of your relevant purchases); **(6)** your signature and the date; and **(7)** the following language immediately above the your signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

Class Members have the option to appear at the Fairness Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement, the award of attorneys' fees and costs, or the proposed incentive award to the Class Representative. However, Class Members (with or without their attorneys) intending to make an appearance at the Fairness Hearing must so inform the Parties and the Court on or before _____ by providing a "Notice of Intention to Appear" to the Claims

Administrator.

16. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

17. *What is the Fairness Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. You may attend, but you do not have to. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service award to the Representative Plaintiff. Class Counsel will file with the Court their motion for award of attorneys' fees and costs and Class Representative's service payments no later than [date]. After that date, you may view the motion on the Settlement Website.

18. *When and where is the Fairness Hearing?*

On _____, _____ at _____ (Pacific), a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Katherine A. Bacal in Department C-69 of the Courthouse of the San Diego County Superior Court, located at 330 West Broadway, San Diego, CA 92101. You should also check the Court's main website (www.sdcourt.ca.gov) for any information about COVID-19 related issues that may impact the manner in which the Fairness Hearing is held (*e.g.,* via videoconference or teleconference). The hearing may be postponed to a different date or time or location without notice. Please check _____.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. *May I speak at the hearing?*

At the Fairness Hearing, the Court will be available to hear any objections and

arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if you have timely and validly provided a Notice of Intention to Appear. Please note that due to the COVID-19 pandemic, the Court may determine to hold the Fairness Hearing by videoconference, teleconference or some other means (*e.g.*, Zoom, Court Call, etc.) and you should check the Register of Actions for this Action (https://roa.sdcourt.ca.gov) and/or the Claims Administrator's website _____.com for any information on Court orders or procedures permitting remote appearance at the Fairness Hearing.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

20. *How do I get more information?*

To see a copy of the Settlement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees, costs, and incentive award, and the operative complaint filed in the Action, please visit the Settlement website located at: _____. Alternatively, you may contact the Claims Administrator at the email address _____ or the U.S. postal (mailing) address: _____.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit the Register of Actions for this Action (https://roa.sdcourt.ca.gov/roa/) or the Clerk's office at 330 West Broadway, San Diego, CA 92101. The Clerk will tell you how to obtain the file for inspection and copying at your own expense. Please be certain, however, to check updates on the Court's website about accessibility to the Court and the ability to view documents during the COVID-19 pandemic before you expend time to travel to the Court.

21. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

U.S. POLO ASSN. OUTLET STORES PRICING

_____

_____

_____

****

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE, DEFENDANT, OR DEFENDANT'S COUNSEL.

EXHIBIT C
EMAIL NOTICE

To: _____

From: _____

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

IF YOU PURCHASED MERCHANDISE FROM U.S. POLO ASSN. OUTLET STORES IN CALIFORNIA, YOU MAY BE ELIGIBLE TO RECEIVE AN AWARD USABLE FOR FUTURE PURCHASES.

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the San Diego County Superior Court ("Court") titled *Zhuravleva v. United States Polo Association* ("Action"). According to available records, you might be a "Class Member." The purpose of this Email Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? Plaintiff Irina Zhuravleva alleges that U.S. Outlet Stores, LLC, dba U.S. Polo Association ("U.S. Polo Assn." or "Defendant") engaged in deceptive advertising by advertising purportedly improper reference prices on merchandise. U.S. Polo Assn. denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. ***No court has decided which side is right. But both sides agreed to provide benefits to U.S. Polo Assn. Outlet customers and resolve the case.***

Am I a Class Member? You are a "Class Member" if you fall into the following class:

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

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive one (1) Merchandise Certificate, at your election, of one of the following: (i) 10% off Merchandise Certificate to be applied to any merchandise purchase where no minimum purchase is required, but with the discount applied to the first $100 of merchandise; or (ii) $5 Merchandise Certificate with no minimum purchase required off any future purchase at any U.S. Polo Assn. Outlet Store in California or the U.S. Polo online store at www.uspoloassn.com. ***To receive one (1) Merchandise Certificate, you need not do anything in response to this Email Notice***. You will automatically receive the Merchandise Certificate and do not need to submit any Claim Form. The Merchandise Certificates will be distributed at the termination of the Settlement proceedings. The Merchandise Certificate is not transferable and may not be combined with other Certificates though the Certificate may be used with any other discounts and promotions, and on items that are on sale or otherwise discounted. The Merchandise Certificates are not redeemable for cash. Each class member is entitled to receive one (1) Merchandise Certificate regardless of the number of alleged

violations and is one-time use only. The Merchandise Certificates are valid for four (4) months following the date of issuance.

Additionally, the Settlement provides for injunctive relief. Specifically, U.S. Polo Assn. agrees that, as of the date the Court enters preliminary approval, and continuing forward, its pricing and labeling practices will not violate California state law or regulations.

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by _____, or you won't be able to sue U.S. Polo Assn. about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Merchandise Certificate from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed notice available at _____ explains how to request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (Law Offices of Zev B. Zysman, APC) up to $175,000 in attorneys' fees and costs, and for the Class Representative's (Irina Zhuravleva) request of up to $2,500 for her services. Both of these amounts shall be paid by U.S. Polo Assn. separate and in addition to the benefits available to you under the Settlement and will <u>not</u> reduce the benefits available under the Settlement. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Agreement of Settlement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit _____. You may also write to the Claims Administrator at the email address _____ or the postal address _____.

EXHIBIT D
POSTCARD NOTICE

YOU ARE RECEIVING THIS POSTCARD BECAUSE YOU MAY HAVE PURCHASED MERCHANDISE FROM U.S. POLO ASSN. OUTLET STORES IN CALIFORNIA.

Why did I get this notice? A settlement ("Settlement") has been proposed in a class action lawsuit pending in the Ventura County Superior Court ("Court") titled *Zhuravleva v. United States Polo Association* ("Action"). According to available records, you might be a "Class Member." The purpose of this Notice is to inform you of the Action and the Settlement so that you may decide what steps to take in relation to it.

What is the Action about? Plaintiff Irina Zhuravleva alleges that U.S. Outlet Stores, LLC, dba U.S. Polo Association ("U.S. Polo Assn." or "Defendant") engaged in deceptive advertising by advertising purportedly improper reference prices on merchandise. U.S. Polo Assn. denies wrongdoing and liability and both sides disagree on how much, if anything, the Class could have recovered after trial. ***No court has decided which side is right. But both sides agreed to provide benefits to U.S. Polo Assn. customers and resolve the case.***

Am I a Class Member? You are a "Class Member" if you fall into the following class:

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

What relief does the Settlement provide? If you are a Class Member, you are eligible to receive one (1) Merchandise Certificate, at your election, of one of the following: (i) 10% off Merchandise Certificate to be applied to any merchandise purchase where no minimum purchase is required, but with the discount applied to the first $100 of merchandise; or (ii) $5 Merchandise Certificate with no minimum purchase required off any future purchase at any U.S. Polo Assn. Outlet Store in California or the U.S. Polo online store at www.uspoloassn.com. ***To receive one (1) Merchandise Certificate, you need not do anything in response to this Postcard Notice***. You will automatically receive the Merchandise Certificate and do not need to submit any Claim Form. The Merchandise Certificates will be distributed at the termination of the Settlement proceedings. The Merchandise Certificate is not transferable and may not be combined with other Certificates though the Certificate may be used with any other discounts and promotions, and on items that are on sale or otherwise discounted. The Merchandise Certificates are not redeemable for cash. Each class member is entitled to receive one (1) Merchandise Certificate regardless of the number of alleged violations and is one-time use only. The Merchandise Certificates are valid for four (4) months following the date of issuance.

Additionally, the Settlement provides for injunctive relief. Specifically, U.S. Polo Assn. agrees that, as of the date the Court enters preliminary approval, and continuing forward, its pricing and labeling practices will not violate California state law or regulations.

What are my other options? If you don't want to be legally bound by the Settlement, you must exclude yourself by _____, or you won't be able to sue U.S. Polo Assn. about the legal claims in the Action ever again. If you exclude yourself, you cannot receive a Merchandise Certificate from this Settlement. If you stay in the Settlement, you may object to it by _____. The detailed notice available at _____ explains how to request exclusion or object. The Court will hold a hearing on _____ at _____ to consider whether to approve the Settlement and a request by the lawyers representing all Class Members (Law Offices of Zev B. Zysman, APC) up to $175,000 in attorneys' fees and costs, and for the Class Representative's (Irina Zhuravleva) request of up to $2,500 for her services. Both of these amounts shall be paid by U.S. Polo Assn. separate and in addition to the benefits available to you under the Settlement and will <u>not</u> reduce the benefits available under the Settlement. You may ask to appear at the hearing, but you don't have to.

More information? For complete information about the Settlement, to view the Agreement of Settlement, related Court documents and Claim Form, and to learn more about how to exercise your various options under the Settlement, visit _____. You may also write to the Claims Administrator at the email address _____ or the postal address _____.

EXHIBIT E
Claim Form

U.S. Polo Assn. Outlet Stores Pricing Claim Form

You must accurately complete all required portions of this Claim Form and submit the Claim Form under penalty of perjury.

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN _____.

PERSONAL INFORMATION. Please legibly print or type the following information requested below. *This information will be used to deliver your Merchandise Certificate and communicate with you if any problems arise with your claim.*

Name (first, middle, and last):_____

Residential Street Address:_____

City, State, and ZIP code:_____

Email Address: _____

Telephone Number: (_____)_____

CONFIRMATION OF CLASS MEMBERSHIP. Please check all that apply:

- ☐ I declare under penalty of perjury during the period from July 12, 2015 through _____, I purchased merchandise at a U.S. Polo Assn. Outlet Store in California and did not receive a refund or credit for such purchase(s). Thus, under the Settlement, I am entitled to one (1) Merchandise Certificate.

The Claims Administrator and/or U.S. Outlet Stores, LLC, dba U.S. Polo Association may verify your Claim Form.

EMAIL ADDRESS FOR MERCHANDISE CERTIFICATE DELIVERY. Please confirm the email address to which you would like the Merchandise Certificate delivered.

Would you like your Merchandise Certificate delivered to [email included by claimant at the beginning of form]? ☐ Yes ☐ No

If "no," please provide the email address to which you would like the Merchandise Certificate delivered: _____.

You will receive the Merchandise Certificate delivered by email. Only if you prefer to receive the Merchandise Certificate through the U.S. Mail, please check the following box ☐ and provide the address to which you would like the Merchandise Certificate delivered:
_____..

ACKNOWLEDGEMENT. I have received notice of the class action Settlement in this case and I am a member of the class of persons described in the notice. I agree to release all the claims, known and unknown, stated in Sections 1.10 and 2.8 of the Agreement of Settlement. I submit to the jurisdiction of the Superior Court of the State of California, County of San Diego with regard to my claim and for purposes of enforcing the release of claims stated in the Agreement of Settlement. I am aware that I can obtain a copy of the full notice and Agreement of Settlement at _____ or by writing the Claims Administrator at the email address _____ or the postal address _____. I agree to furnish additional information to support this claim if required to do so.

IF SUBMITTED ELECTRONICALLY:

☐ **I agree that by submitting this Claim Form I certify under the penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge and that checking this box constitutes my electronic signature on the date of its submission.**

IF SUBMITTED BY U.S. MAIL:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Dated:_____ Signature: _____

EXHIBIT F
[PROPOSED] FINAL ORDER AND JUDGMENT

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 **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** Judge: Dept:

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

FINDINGS:

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

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

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

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

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

6. An incentive award to Plaintiff Irina Zhuravleva in the amount of $_____ is fair and reasonable in light of: (a) Plaintiff's risks (including financial, professional, and emotional) in commencing this action as the Class Representative; (b) the time and effort spent by Plaintiff in litigating this action as the Class Representative; and

(c) Plaintiff's public interest service.

IT IS ORDERED THAT:

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

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

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

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

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

11. Attorney's Fees and Costs. Class Counsel is awarded $_____ total in fees and costs. U.S. Polo Assn. must pay Class Counsel this amount according to the timeline set forth in Section 2.4 of the Agreement.

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

13. Judgment. The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terns 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: _____

_____
JUDGE OF THE SUPERIOR COURT