

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 12-CIV-23064-COOKE/Turnoff

In re GLOBAL CONCEPTS LIMITED, INC.,
d/b/a GLOBAL TV CONCEPTS, LTD., *et al.*,

CLASS ACTION

Defendants.

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT
AND SETTING SETTLEMENT FAIRNESS HEARING**

On September 30, 2013, Plaintiffs Cathie Colvin and Mark Gjolaj, on behalf of themselves and a putative nationwide class (the "Settlement Class"), and Defendant Global Concepts Limited, Inc. d/b/a Global TV Concepts, LTD. ("Global") (collectively, the "Parties"), executed a proposed Settlement Agreement (the "Settlement Agreement"). Pursuant to the Settlement Agreement, Plaintiffs moved for entry of an order granting preliminary approval to the settlement provided for in the Settlement Agreement (the "Settlement"). Having reviewed the Settlement Agreement and considered the submissions in support of preliminary approval of the Settlement, the Court now finds, concludes, and orders as follows:

I. CERTIFICATION OF A NATIONWIDE SETTLEMENT CLASS

The Settlement Agreement provides for a nationwide class settlement of the claims that are the subject of this litigation.

A. The Court has considered the (1) allegations, information, arguments, and authorities provided by the Parties in connection with pleadings previously filed in this case; (2) information, arguments, and authorities provided by Plaintiffs in their memoranda of points and authorities submitted in support of their unopposed motion for entry of an order granting preliminary approval

to the Settlement; (3) the terms of the Settlement Agreement, including, but not limited to, the definition of the Settlement Class and the benefits to be provided to the Settlement Class; and (4) the Settlement's elimination of any potential manageability issue, ascertainability issue, and individualized issues of fact and law that could have had a bearing on the certification of a nationwide class for trial in this case. Based on those considerations, the Court hereby finds as follows:

1. Since at least January 1, 2006, Global manufactured, advertised for sale, sold, and/or distributed to others to sell, Riddex®-brand electromagnetic pest repelling aids, models Riddex Plus (marketed as "Riddex Pulse"), Riddex Power Plus, Riddex Quad, and Riddex Power Guardian (the "Devices").

2. Persons and entities throughout the nation purchased, from entities authorized to sell Devices, approximately 2,900,000 Devices that were manufactured, sold, and/or distributed by Global. Accordingly, there are hundreds of thousands, if not over 1,000,000, purchasers of the Devices. Either way, the number of purchasers of the Devices readily satisfies the numerosity requirement of Rule 23 of the Federal Rules of Civil Procedure. Global does not contest this numerosity.

3. There are questions of law and fact common to all members of the Settlement Class based on Global's manufacture, advertising, sale and distribution of the Devices. Such questions include, but are not necessarily limited to, the following:

a. Whether the Devices repel pest as described in marketing materials and on the Devices' retail packaging;

b. Whether the marketing statements violated Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") or other state consumer protection acts;

c. Whether the marketing statements created express warranties that were ultimately breached;

d. Whether Plaintiffs and the members of the Settlement Class are entitled to damages and associated injunctive relief.

4. Plaintiffs' claims are typical of the claims of the Settlement Class. Plaintiffs are members of the Settlement Class and allege that they have been damaged by the same conduct of Global that they allege has damaged other members of the Settlement Class. Plaintiffs' claims are not in conflict with or antagonistic to the claims of the Settlement Class as a whole. The claims of Plaintiffs and other members of the Settlement Class are based upon corresponding theories.

5. The Settlement Class is ascertainable. The unnamed members of the Settlement Class have in common that each of them purchased a Device.

6. Plaintiffs can fairly, fully, and adequately protect the interests of the Settlement Class. Plaintiffs' counsel are experienced in prosecuting complex class action litigation, and Plaintiffs and their counsel have no interest that conflicts with, or is adverse to, the interests of the Settlement Class.

7. Questions of law and fact common to all members of the Settlement Class predominate over any questions affecting only individual members for settlement purposes.

8. A nationwide class action for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

B. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby provisionally certifies the following Settlement Class for settlement purposes only:

Each person in the United States and its territories who from January 1, 2006 to August 31, 2013 purchased a Riddex brand electromagnetic pest repelling aid device (models Riddex Plus (marketed as "Riddex Pulse"), Riddex Power Plus, Riddex Quad, or Riddex Power Guardian) other than for resale or distribution. Excluded from the Settlement Class are officers, directors, and employees of Global and their parents and subsidiaries, as well as judicial officers and employees of the Court.

C. Plaintiffs are appointed as the representatives of the Settlement Class, and the law firms Baron & Herskowitz, LLP, Cuneo Gilbert & Laduca, LLP, Milberg LLP, and Varnell & Warwick, P.A. are appointed as Class Counsel for the Settlement Class.

D. If for any reason the Settlement Agreement ultimately does not become effective, Global's conditional stipulation to certification of the Settlement Class provided for in this paragraph D shall be null and void, and the Parties shall return to their respective positions in this Lawsuit as those positions existed as of June 12, 2013. Nothing stated in the Settlement Agreement or in this Order shall be deemed an admission or waiver of any kind by either of the Parties or used as evidence against, or over the objection of, either of the Parties for any purpose in this action or in any other action or proceeding of any kind.

II. PRELIMINARY APPROVAL OF THE TERMS OF THE SETTLEMENT

Global has at all times disputed, and continues to dispute, Plaintiffs' factual allegations in this lawsuit and to deny any liability for any of the claims that have or could have been alleged by Plaintiffs or other members of the Settlement Class.

A. The Settlement requires Global to provide specified benefits to each member of the Settlement Class. The Settlement provides prospective injunctive relief in the form of changes to

Global's advertising, packaging, and promotional materials, offering all customers (retail, internet, or telephone) the option to receive either a \$14.95 refund or an additional Device (model will be the Plus/Pulse) for each Device purchased, subject to the requirements and limitations set forth in the Claim Form, and awards to Plaintiffs in the amounts awarded by the Court (not to exceed \$1,000 each).

B. On a preliminary basis, therefore, taking into account (1) the value of the benefits to be provided by the Settlement to the eligible members of the Settlement Class; (2) the defenses asserted by Global in pleadings before this Court, (3) the risks to the members of the Settlement Class that Global would successfully defend against claims arising out of the facts and legal theories pled and asserted in this case, whether litigated by members of the Settlement Class themselves or on their behalf in a class action, and (4) the length of time that would be required for members of the Settlement Class, or any group of members of the Settlement Class, to obtain a final judgment through one or more trials and appeals, the Settlement appears fair, reasonable, and adequate. Moreover, the parties have reached the Settlement after vigorous litigation, significant investigation and discovery conducted by Plaintiffs, Class Counsel, and Global, and a protracted, arm's-length negotiation process facilitated by a mediator. For all these reasons, the Settlement falls within the appropriate range of possible approval and does not appear in any way to be the product of collusion.

C. Accordingly, the Settlement Agreement and corresponding Settlement are hereby preliminarily approved.

D. The Court hereby adopts and incorporates the terms of the Settlement Agreement for the purposes of this Preliminary Approval Order, including the Definitions set forth in the Settlement Agreement.

III. APPROVAL OF THE SETTLEMENT NOTICE, THE PUBLICATION NOTICE, AND THE PLAN FOR DISTRIBUTING THE NOTICES

As provided for in the Settlement Agreement, the Parties have submitted a proposed Settlement Notice, a copy of which is attached to this Order as Exhibit 1; a proposed Posted Notice, a copy of which is attached to this Order as Exhibit 2; a proposed Publication Notice, a copy of which is attached to this Order as Exhibit 3; a proposed Claim Form, a copy of which is attached to this Order as Exhibit 4; and a plan for distributing the Settlement Notice to the Settlement Class. Having reviewed each, the Court finds and concludes as follows:

A. Distribution of the Settlement Notice and Publication Notice in substantially the form attached hereto is the only notice required, and such notice satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and any other applicable laws, and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

B. The Settlement Notice and Publication Notice fairly, accurately, and reasonably inform members of the Settlement Class of: (1) appropriate information about the nature of this litigation and the essential terms of the Settlement Agreement; (2) appropriate information about how to obtain additional information regarding this matter and the Settlement Agreement; and (3) appropriate information about how to challenge, or exclude themselves from, the Settlement, if they wish to do so. The Settlement Notice and Publication Notice also fairly and adequately inform members of the Settlement Class that if they do not comply with the specified procedures and the deadline for objections, they will lose any opportunity to have any objection considered at the Fairness Hearing (as that term is defined in the Settlement Agreement) or otherwise to contest approval of the Settlement or to appeal from any order or judgment entered by the Court in

connection with the Settlement.

Accordingly, the Court hereby Orders as follows:

1. The form and content of the proposed Settlement Notice, Posted Notice, Publication Notice, and Claim Form are hereby approved.
2. Promptly following the entry of this Order, the Parties shall prepare final versions of the Settlement Notice and the Publication Notice, and incorporate into each of them the Fairness Hearing date and deadlines set forth in paragraph IV of this Order.
3. Within one week/ seven (7) days after the entry of this Order, Global, through the Claims Administrator, shall cause the Posted Notice and Claim Form to be posted on the Claims Administrator's website, www.riddexclasssettlement.com (the "Settlement Website"), and linked to Global's website, www.globaltvconcepts.com.
4. Within three (3) weeks/twenty-one (21) days after the entry of this Order, Global shall send, or cause to be sent, by e-mail (to all those purchasers for which an email address is readily available in Global's records of purchases of the Devices) or first-class United States mail (to all those for which an email address is not readily available in Global's records of purchases of the Devices and for all those for which an attempted email notice was "undeliverable" and for which a postal address is readily available in Global's records), a copy of the Settlement Notice. Before mailing the Settlement Notice, Global will obtain or cause to be obtained address updates utilizing a National Change of Address database. In mailing the Settlement Notice, Global will use any updated addresses thus obtained. If any Settlement Notice is returned to Global bearing a forwarding address for a member of the Settlement Class Global shall make one attempt to mail the Settlement Notice to that class

member's forwarding address.

5. Within five (5) weeks/thirty-five (35) days after the entry of the Preliminary Approval Order, Global shall publish, cause to be published, the Publication Notice in a minimum 1/3 page ad in People magazine.

6. Global shall purchase, or cause to be purchased, One Hundred and Ten Million (110,000,000) unique internet impressions over a 4 to 8 week period that will target adults of 18 years of age and older and will allow access to the Settlement Website through an embedded hyperlink.

7. This civil action was commenced after August 22, 2012. As a result, the Court directs Defendants to notify the appropriate Federal and State officials under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. Global's Counsel shall file with the Court proof of compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

8. At or before the Fairness Hearing, Global shall file with this Court a declaration of compliance with paragraphs 3, 4, 5, 6 and 7 above.

9. KCC Class Action Services is hereby approved as the Claims Administrator, whose reasonable costs in administering the Settlement are to be paid by Global.

10. The Claims Administrator shall perform the following functions in accordance with the Settlement Agreement, this Order, and subsequent orders that may be entered by this Court in this case:

- a. Establish a postal address to which Settlement Class Members can request to be excluded from the Settlement Class.

b. Establish the Settlement Website, which Settlement Class Members can visit to review the Settlement Notice and the Settlement Agreement and obtain a Claim Form and other information regarding the Settlement.

c. Set up and operate a toll-free automated interactive voice response system through which Settlement Class Members can access settlement information and facilitate requests for the Settlement Notice and a Claim Form, and other settlement information, can be sent to them via mail or email.

d. Send via email or mail claim forms and/or notice packets to all those who may request via the toll-free number or mail.

e. Process requests for exclusion from the Settlement in accordance with Section IV.B of the Settlement Agreement.

f. Promptly provide to Class Counsel and Global's counsel copies of the Requests for Exclusion and a list of the names of all persons who submitted Requests for Exclusion. Class Counsel and Global shall jointly report in writing to the Court, within fifteen (15) weeks/one hundred and five (105) days after the entry of this Order, the names of all such persons.

g. Process objections to the Settlement.

h. Provide to Class Counsel and Global's counsel, in the time and manner specified in the Settlement Agreement, all information and materials that the Settlement Agreement specifies are to be provided to them by the Claims Administrator.

i. Process Claim Forms as follows:

i. The Claims Administrator will begin to review and process claims immediately after the Effective Date.

ii. The Claims Administrator will review each Claim Form and ensure that each is properly substantiated and, based on the substantiation, determine the benefit to be provided in accordance with the terms of the Settlement Agreement, this Order, and any subsequent Orders entered by the Court.

iii. After all claims have been processed, the Claims Administrator will provide Global and Class Counsel with the approved claimants list, including the distribution calculations for each claim, and details regarding any deficient Claim Forms and all claims marked for denial.

iv. The Claims Administrator will maintain a database of filed claims, which will include all relevant information captured from the claim form.

IV. PROCEDURES FOR FINAL APPROVAL OF THE SETTLEMENT

A. Fairness Hearing

The Court hereby schedules, on May 14, 2014, at 10:00 a.m., before the Honorable Marcia G. Cooke, United States District Judge for the Southern District of Florida, which date is approximately (and no less than) sixteen (16) weeks/one hundred and twelve (112) days after the entry of this Order, a Fairness Hearing to determine whether the certification of the Settlement Class, the designation of Plaintiffs as class representatives, the appointment of Class Counsel, the Settlement Agreement, and the Settlement should receive final approval. At that time, the Court also

will consider an application for an award of attorneys' fees and costs to Class Counsel and for awards to Plaintiffs, all in accordance with the terms of the Settlement Agreement (the "Application").

B. Deadline for Requests for Exclusion from the Settlement Class

Members of the Settlement Class who wish to be excluded from the Settlement Class must mail their requests for exclusion to the Claims Administrator by first-class United States mail, postmarked by the United States Postal Service no later than thirteen (13) weeks/ninety-one (91) days after the entry of this Order. Any Request for Exclusion submitted in any other manner shall be deemed to have been submitted when actually received by the Claims Administrator. Settlement Class Members shall be bound by all determinations and judgments in this Lawsuit, whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner.

C. Deadline for Class Counsel to File Fee Application

No later than ten (10) weeks/seventy (70) days after the entry of this Order, Class Counsel shall file with this Court, and serve on Global, Class Counsel's Application, pursuant to the Settlement Agreement, for an award of attorneys' fees and reimbursement of costs incurred in the lawsuit and for awards to Plaintiffs.

D. Deadline for Filing Objections and Requests to Appear

All objections to certification of the Settlement Class, the designation of Plaintiffs as class representatives, the appointment of Class Counsel, the Settlement, the Settlement Agreement, or Class Counsel's Application, shall be made in writing and, no later than thirteen (13) weeks/ninety-one (91) days after the entry of this Order, filed with this Court and mailed to Class Counsel and

Global's counsel, by first-class United States Mail, at the following addresses:

To Global's Counsel:

E. Colin Thompson
DLA PIPER LLP
100 North Tampa Street, Suite 2200
Tampa, FL 33602

To Class Counsel:

William H. Anderson
CUNEO GILBERT & LADUCA, LLP
507 C Street, NE
Washington, DC 20002

Any written objection must include: (I) your name, address, and telephone number; (ii) the full case name and number (In re: Global Concepts Limited, Inc. d/b/a Global TV Concepts, Ltd., Case No. 1:12-cv-23064-MGC); (iii) a statement that you are a Settlement Class Member; (iv) a statement of each objection asserted; (v) a detailed description of the facts underlying each objection; (vi) a detailed description of the legal authorities supporting each objection; (vii) a statement of whether you intend to appear and speak at the Fairness Hearing and, if so, how much time the you anticipate needing to present the objection; (viii) a list of the exhibits that you may offer during the Fairness Hearing, along with copies of such exhibits; and (ix) your signature. In addition, if applicable, please include: (I) the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection; (ii) the number of times in which you, your counsel (if any), or your counsel's law firm (if any) has objected to a class action settlement within the three years preceding the date that the objector files the objection and the caption of each case in which such objection was made; and (iii) a statement disclosing any consideration that you, your counsel (if any), or your counsel's law firm (if any) has received in connection with the resolution or dismissal of an objection to a class action settlement within the three years preceding the date that the objector files the objection. Any papers not filed and served in the prescribed manner and time will not be considered at the Fairness Hearing, and all

objections not made in the prescribed manner and time shall be deemed waived.

Any memorandum or other material the Parties wish to submit in response to any objections to the certification of the Settlement Class, the designation of Plaintiffs as representatives of the Settlement Class, the appointment of Class Counsel, the Settlement, the Settlement Agreement, or Class Counsel's Application, or otherwise in support of the Settlement Class, the Settlement, the Settlement Agreement, or Class Counsel's Application, shall be made in writing and, no later than fifteen (15) weeks/one hundred and five (105) days after the entry of this Order, filed with this Court and served on each other.

All persons wishing to appear at the Fairness Hearing, either in person or by counsel, for the purpose of objecting to any aspect of the certification of the Settlement Class, the designation of Plaintiffs as representatives of the Settlement Class, the appointment of Class Counsel, the Settlement, the Settlement Agreement, or Class Counsel's Application, must file with the Court and serve, on Class Counsel and Global's counsel, no later than thirteen (13) weeks/ninety-one (91) days after the entry of this Order, a notice of their intention to appear setting forth the basis of their objections and summarizing the nature and source of any evidence they intend to present at the Fairness Hearing.

V. CLAIMS PROCESS

In order to be entitled to an additional Device (model will be the Plus/Pulse) or refund in accordance with the terms and conditions set forth in the Settlement, a Settlement Class Member shall take the following actions and be subject to the following conditions:

- a. Members of the Settlement Class who wish to benefit from the Settlement must mail their Claim Form to the Claims Administrator by first-class

United States mail, postmarked by the United States Postal Service no later than twenty-two (22) weeks/one hundred and fifty-four (154) days after the entry of this Order. Any Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator. For each Device purchased (via phone, internet, mail order catalog, or retail store), Settlement Class members customers who submit a valid Claim Form will have the option to receive either a \$14.95 cash refund or an additional Device (model will be the Plus/Pulse) for that purchase (or those purchases), subject to the requirements and limitations as set forth in the Claim Form.

b. The Claims Administrator will review each Claim Form and ensure that each is properly substantiated and, based on the substantiation, determine the benefit to be provided in accordance with the terms of this Settlement Agreement.

c. For each Device purchased (via phone, internet, mail order catalog, or retail store), Settlement Class members customers who submit a valid Claim Form will have the option to receive either a \$14.95 cash refund or an additional Device (model will be the Plus/Pulse) for that purchase (or those purchases). However, as set forth in the requirements and limitations as described in the Claim Form, those claimants who substantiate their claim only by a valid Sworn Statement are limited to either (i) a maximum of refunds for two Devices (\$14.95 each, \$29.90 total); (ii) a maximum of two additional Devices (models will be the Plus/Pulse); or, (iii) a refund for one Device (\$14.95) and one additional Device (model will be the Plus/Pulse).

VI. STAY OF PROCEEDINGS

Pending final determination of whether the Settlement should be approved, the Plaintiffs, all other Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Claims against any Releasee. Pending the Fairness Hearing, the Court stays all proceedings in the Lawsuit, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement.

DONE AND ORDERED in Chambers, in Miami, Florida, this 28 day of January 2014.



WILLIAM C. TURNOFF
UNITED STATES MAGISTRATE JUDGE

cc: Hon. Marcia G. Cooke
All Counsel of Record

**PRELIMINARY APPROVAL ORDER EXHIBIT 1:
SETTLEMENT NOTICE**

**If you purchased a Riddex®
brand electromagnetic pest
repelling aid (a “Riddex
Device”) between January 1,
2006, and August 31, 2013, you
could be entitled to benefits
under a class action settlement.**

***YOUR LEGAL RIGHTS MAY BE
AFFECTED BY THIS SETTLEMENT.
PLEASE READ THIS NOTICE
CAREFULLY***

This is an official court notice from the
United States District Court for the Southern
District of Florida

*In re: Global Concepts Limited, Inc. d/b/a
Global TV Concepts, Ltd., Case No. 1:12-cv-
23064-MGC*

Riddex Device Class Settlement
Settlement Administrator
P.O. Box _____
CITY, ST ZIP _____

First-Class
Mail
US Postage
Paid
Permit # _____

«Barcode»

Postal Service: Please do not mark barcode

CODE – «ClaimID» «MailRec»

«First1» «Last1»

«CO»

«Addr2»

«Addr1»

«City», «ST» «Zip» «Country»

CODE

This notice has been delivered to you by _____
Limited, Inc. ("Global").

Global's records show that you may have purchased a Riddex® brand electromagnetic pest repelling aid—Riddex Plus (marketed as "Riddex Pulse"), Riddex Power Plus, Riddex Quad, or Riddex Power Guardian (each, a "Riddex Device")—between January 1, 2006, and August 31, 2013 other than for resale or distribution, from a retail store, on the internet, from a mail-order catalog, or by calling a toll-free number. The lawsuit alleged, among other things, that Global's advertising and marketing claims regarding the effectiveness and coverage of the Riddex Devices for repelling certain household pests violated Florida consumer law, that Global breached the products' warranty, and that Global was unjustly enriched by consumers' purchase of the Riddex Devices.

If you are a class member and submit a claim form, then you may be entitled to your choice of either a \$14.95 cash refund or an additional Riddex Device for each Riddex Device that you purchased. To receive a cash refund or additional device (model will be the Plus/Pulse) under the settlement, you must mail a claim form by _____, 2014. The claim form is available at www.riddexclasssettlement.com.

The Court will hold a hearing at the Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Ave., Room 11-2, Miami FL 33128 on _____, 2014 at _____m. to determine whether the settlement is fair, reasonable and adequate. If you wish, you or your lawyer may ask to appear and speak at the hearing at your own expense. Class counsel will also file a motion seeking attorneys' fees and expenses up to \$312,500 and awards up to \$1,000 each for the two plaintiffs. You or your lawyer may ask to appear and speak at your own expense, but you do not have to.

If the proposed settlement is approved by the court, legal claims that class members may have against Global related to Riddex Devices will be released. If you do not wish to be bound by the terms of the settlement, you must mail a written request for exclusion to *Riddex Device Class Settlement*, Claims Administrator, P.O. Box _____, CITY, ST ZIP postmarked by _____, 2014. Or, you may file a formal written objection to the settlement by _____, 2014. Visit the settlement website—www.riddexclasssettlement.com—for specific information on how to do so.

For more settlement details, including copies of the claim form, a long-form notice, and the signed Settlement Agreement, visit the settlement website, www.riddexclasssettlement.com. You may also write to *Riddex Device Class Settlement*, Settlement Administrator, P.O. Box _____, CITY, ST ZIP or telephone the claims administrator toll-free at 1-800-_____. Do not contact the Court or Global. This Notice is only a summary.

**PRELIMINARY APPROVAL ORDER EXHIBIT 2:
POSTED NOTICE**

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA

NOTICE OF PROPOSED CLASS SETTLEMENT

If you purchased a Riddex® brand electromagnetic pest repelling aid (models: Riddex Plus (marketed as “Riddex Pulse”), Riddex Power Plus, Riddex Quad and Riddex Power Guardian) (each a “Riddex Device”) between January 1, 2006, and August 31, 2013 other than for resale or distribution, you could be entitled to benefits under a class action settlement. Excluded from the Settlement Class are officers, directors, and employees of Global and their parents and subsidiaries, as well as judicial officers and employees of the Court.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- The Settlement resolves a lawsuit over advertising and marketing claims made by Global Concepts Limited, Inc. d/b/a Global TV Concepts, Ltd., regarding the effectiveness and coverage of the Riddex Device for repelling certain household pests.
- The Settlement will provide Settlement Class Members who submit a valid claim form their choice of either a \$14.95 cash refund or an additional Riddex Device for each Riddex Device that they purchased, subject to certain restrictions and limitations as explained in this Notice. To receive a cash refund or additional device(s) under the Settlement, you must mail a claim form by _____, 2014. In addition, Defendant has agreed to modify certain of its advertising and marketing statements.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY _____, 2014	The only way to get a cash payment or an additional Riddex Device under the settlement.
EXCLUDE YOURSELF BY _____, 2014	You will not be giving up your right to sue Defendant, but you cannot object and you will not receive benefits under the Settlement.
OBJECT BY _____, 2014	Write to the Court about why you do not like the Settlement.
GO TO A HEARING ON _____, 2014	Ask to speak in Court about the Settlement.
DO NOTHING	You receive no cash payment or additional Riddex device. You give up the right to sue on your own regarding any claims that are part of the Settlement.

QUESTIONS? CALL 1-8__-__-__ TOLL FREE OR VISIT www.riddexclasssettlement.com

- These rights and options—**and the deadlines to exercise them**—are explained below.
- The Court in charge of this case has preliminarily approved the Settlement, but still must decide whether to give final approval. The relief to be provided to Settlement Class Members will only be provided if the Court gives final approval to the Settlement and after any appeals are resolved. *Please be patient.*

BACKGROUND INFORMATION

1. Why did I get this notice?

If you purchased a Riddex® brand electromagnetic pest repelling aid (models: Riddex Plus (marketed as "Riddex Pulse"), Riddex Power Plus, Riddex Quad and Riddex Power Guardian) between January 1, 2006, and August 31, 2013, then you could be entitled to benefits under the proposed settlement that has been reached in a class action lawsuit against Global Concepts Limited, Inc. ("Global").

The Court directed that this Notice be posted because Settlement Class Members have a right to know about the proposed settlement, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, Global will distribute the benefits that the Settlement provides.

This Notice explains the nature of the lawsuit, the general terms of the proposed settlement, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of Florida, and the case is known as *In re: Global Concepts Limited, Inc. d/b/a Global TV Concepts, Ltd.*, Case No. 1:12-cv-23064-MGC. The people who sued, Mark Gjolaj and Cathie Colvin, are called "Plaintiffs" and the company they sued, Global Concepts Limited, Inc. d/b/a Global TV Concepts, Ltd., is called the "Defendant."

2. What is this lawsuit about?

The lawsuit claimed, among other things, that Defendant's advertising and marketing claims regarding the effectiveness and coverage of the Riddex Device for repelling certain household pests violated Florida consumer law, that the Defendant breached the products' warranty, and that Defendant was unjustly enriched by consumers' purchase of the Riddex Devices. **Defendant denies any wrongdoing and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability.**

The above description of the lawsuit is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file for the Action, you should visit the website of the Administrative Office of the U.S. Courts, PACER Service Center, located at <http://www.pacer.gov/>. You can also review a number of documents pertinent to this case, including the Settlement Agreement at www.riddexclasssettlement.com.

3. Why is this a class action?

In a class action, one or more individuals, called class representatives (in this case Plaintiffs Mark Gjolaj and Cathie Colvin), sue on behalf of people who have similar claims. All these people are a class or class members. One court resolves the issues for all class members, except those who exclude themselves from the class. U.S. District Court Judge Marcia G. Cooke is in charge of this class action.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the Settlement Class Members receive relief now rather than years from now, if at all. The Class Representatives and their attorneys believe the settlement is in the best interest of the Settlement Class.

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

To see if you are eligible to get money or an additional Riddex Device from the Settlement, you first have to decide if you are a Settlement Class Member.

As described above, the Court decided that everyone who fits this description is a Settlement Class Member:

Each person in the United States and its territories who from January 1, 2006 to August 31, 2013 purchased a Riddex brand electromagnetic pest repelling aid device (models Riddex Plus (marketed as "Riddex Pulse"), Riddex Power Plus, Riddex Quad, or Riddex Power Guardian) other than for resale or distribution. Excluded from the Settlement Class are officers, directors, and employees of Global and their parents and subsidiaries, as well as judicial officers and employees of the Court.

6. Does the Settlement affect my existing product warranty?

No, the Settlement does not affect any existing warranty that you may have. Those warranties, if any, will continue to apply to your Riddex Device according to their terms.

THE PROPOSED SETTLEMENT AND SUBMITTING A CLAIM FORM

7. What does the Settlement provide?

With respect to monetary relief, all members of the Settlement Class who purchased a Riddex Device will have the option to receive either a \$14.95 refund or an additional Riddex Device (model will be the Plus/Pulse) for each unit they purchased. The procedure to submit a Claim Form and receive such benefits is explained in the answer to question [8] immediately below.

Additionally, Defendant has agreed to modify certain of its advertising and marketing statements. Such modifications include deleting all references to claims regarding ants and spiders on the products' packaging, modifying claims regarding the coverage of the Riddex Devices, and modifying certain statements regarding the Riddex Devices' effectiveness.

To read these modifications to Defendant's advertising and marketing statements, visit the website, www.riddexclasssettlement.com.

8. How do I submit a Claim Form and receive the benefits under the Settlement?

If you wish to receive a cash refund or additional Riddex Device, you must submit a Claim Form by mail. To file a claim, download and complete the Claim Form available at www.riddexclasssettlement.com, or request a Claim Form to be mailed to you by calling 1-8__-____.

As explained on the Claim Form, in order to be entitled to a cash refund or an additional Riddex Device, you will be required to submit along with your Claim Form **at least one** of the following for **each** Riddex Device you claim to have purchased:

1. Each Riddex Device (if opting for refund);
2. Receipt(s);
3. Confirmation(s) of Order (from internet order or received via e-mail);
4. Original UPC Code(s) from product packaging;
5. A picture or pictures that includes somewhere in the picture(s) the Riddex Device(s) purchased by the person submitting the claim; or
6. A signed, Sworn Statement, under penalty of perjury, that includes **all** of the following:
 - a. The Riddex Device model name;
 - b. Whether the product(s) was purchased via phone, internet, mail order catalog, or from a retail store;
 - i. If purchased from a retail store, the name of the store(s); or
 - ii. If purchased from a mail order catalog, the name of the catalog(s); or
 - iii. If purchased from a website, the website address; and,
 - c. The year of purchase(s).

All additional Riddex Devices will be the Plus/Pulse model.

Those who file claim only by sworn statement will be limited to either two additional devices or a cash refund for two devices (\$29.90).

Claims supported only by a sworn statement are subject to additional claims auditing. In order to ensure that a sworn statement claimant may be contacted in the event of an audit, a sworn statement claimant must include a telephone number or email address where they may be

reached in the event of an audit of their Claim Form. Failure to timely cooperate in an audit may result in rejection of the Claim Form.

In order to receive a cash refund or an additional Riddex Device, you must mail the completed Claim Form along with one of the items set forth above to:

Riddex Device Class Settlement
Claims Administrator
P.O. Box _____
CITY, ST ZIP

Your Claim Form must be postmarked or received by KCC no later than _____, 2014. If your Claim Form is not postmarked or received by that date, your Claim Form may be denied. The parties are not responsible for Claim Forms that are not timely postmarked or delivered.

9. When will I receive this benefit?

The Court will hold a hearing on _____, 2014 to decide whether to approve the Settlement. If Judge Cooke approves the Settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

10. What am I giving up to receive these benefits or stay in the class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you do not exclude yourself, upon the "Effective Date," you will release all "Released Claims" (as defined below) against the "Releasees" (as defined below).

"Released Claims" means all claims, actions, causes of action, administrative claims, demands, debts, damages, costs, attorney's fees, obligations, judgments, expenses, or liabilities, in law or in equity, whether now known or unknown, contingent or absolute, other than claims for personal injury, that Plaintiffs or any member of the Settlement Class now have or, absent this Settlement Agreement, may in the future have had, against Releasees, or any of them, by reason of any act, omission, harm, matter, cause, or event whatsoever that has occurred at any time up to and including the entry of the Preliminary Approval Order, that has been alleged in this Lawsuit or could have been alleged in the Lawsuit or in another court action, and relates (i) to any of the alleged inadequacies, misstatements, or issues of or associated with the Devices alleged in this Lawsuit or (ii) to any act, omission, damage, matter, cause, or event whatsoever arising out of or related to the initiation, defense, or settlement of the Lawsuit or the claims or defenses asserted or that could have been asserted in the Lawsuit.

“Releasees” means (a) Defendant, together with its respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (b) Global Instruments, Inc., together with its respective predecessors and successors in interest, parents, subsidiaries, affiliates, and assigns; (c) each of their respective past, present, and future officers, directors, agents, representatives, employees, attorneys, and insurers; and (d) all suppliers, distributors, dealers, retailers, trade partners, licensors, licensees, franchisees, public relations firms, advertising and production agencies, and other entities, whether foreign or domestic, who were or are in the chain of, or played any role in, the design, testing, manufacture, assembly, distribution, marketing, sale, lease, installation, or servicing of the Devices or their component parts.

The “Effective Date” will occur when an order entered by the Court approving the Settlement becomes final and not subject to appeal.

Staying in the Settlement Class will not affect any existing Device warranty that you may have. To the extent applicable, those warranties will continue to apply according to their terms.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep any right you may have to sue or continue to sue the Defendant and the other Releasees, on your own, about the Released Claims, then you must take steps to get out. This is called excluding yourself — or is sometimes referred to as “opting out” of the settlement class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement Class, you must send a letter or postcard stating: (a) the name of the Action, “*In re: Global Concepts Limited, Inc. d/b/a Global TV Concepts, Ltd.*,” Case No. 1:12-cv-23064-MGC;” (b) your full name, address, telephone number, and signature; and (c) a statement that you want to be excluded from the Settlement, postmarked no later than _____, to the Claims Administrator at:

Riddex Device Class Settlement
Claims Administrator
P.O. Box _____
CITY, ST ZIP _____

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not get any settlement payment or additional device, and you cannot object to the Settlement. However, you will not be legally bound by anything that happens in this lawsuit.

12. If I do not exclude myself, can I sue the Defendant and the other Releasees for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that the Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that pending lawsuit immediately. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is _____, 2014.

13. If I exclude myself, can I still receive a cash refund or additional device in this settlement?

No. If you exclude yourself, do not send in a Claim Form. But, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against the Defendant and the other Releasees.

THE LAWYERS REPRESENTING THE CLASS

14. Do I have a lawyer in this case?

The Court ordered that the law firms of Cuneo Gilbert & LaDuca, LLP in Washington, DC, Varnell & Warwick, P.A. in The Villages, FL, Milberg LLP in New York, NY, and Baron & Herskowitz, LLP in Miami, FL will represent the Settlement Class. Together, the lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for up to \$312,500 to cover all of their attorneys' fees and costs and for payments of up to \$1,000 each to the Plaintiffs Cathie Colvin and Mark Gjolaj for their services as class representatives. The Court may award less than these amounts. Defendant will separately pay the attorneys' fees and expenses and plaintiff payments that the Court awards and these amounts will not reduce or diminish the payments provided to Settlement Class Members. Defendant has agreed not to oppose these attorneys' fees and expenses and plaintiff payments. Defendant will also separately pay the costs to administer the Settlement.

Copies of Class Counsel's applications for attorneys' fees, expenses, and plaintiff awards will be available on the settlement website, www.riddexclasssettlement.com.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement or some part of it.

16. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a signed letter stating that you object to the proposed settlement in *In re: Global Concepts Limited, Inc. d/b/a Global TV Concepts, Ltd.*, Case No. 1:12-cv-23064-MGC. Your written objection must include: (i) your name, address, and telephone number; (ii) the full case name and number (*In re: Global Concepts Limited, Inc. d/b/a Global TV Concepts, Ltd.*, Case No. 1:12-cv-23064-MGC); (iii) a statement that you are a Settlement Class Member; (iv) a statement of each objection asserted; (v) a detailed description of the facts underlying each objection; (vi) a detailed description of the legal authorities supporting each objection; (vii) a

statement of whether you intend to appear and speak at the Fairness Hearing and, if so, how much time the you anticipate needing to present the objection; (viii) a list of the exhibits that you may offer during the Fairness Hearing, along with copies of such exhibits; and (ix) your signature. In addition, if applicable, please include: (i) the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to your objection; (ii) the number of times in which you, your counsel (if any), or your counsel's law firm (if any) has objected to a class action settlement within the three years preceding the date that the objector files the objection and the caption of each case in which such objection was made; and (iii) a statement disclosing any consideration that you, your counsel (if any), or your counsel's law firm (if any) has received in connection with the resolution or dismissal of an objection to a class action settlement within the three years preceding the date that the objector files the objection. The deadline to file your objection is _____. The objection must be **filed** with the Court by that date. The address to file your written objection with the United States District Court is:

Clerk of the Court
U.S. District Court for the Southern District of Florida
Wilkie D. Ferguson, Jr. United States Courthouse
400 North Miami Avenue
Miami, FL 33128

You must also send a copy of your written objection to counsel for both parties at the addresses below:

CLASS COUNSEL:	DEFENDANT'S COUNSEL:
William H. Anderson, Esq. Cuneo Gilbert & LaDuca, LLP 507 C Street, NE Washington, DC 20002	E. Colin Thompson, Esq. DLA Piper LLP (US) 100 North Tampa Street Suite 2200 Tampa, FL 33602-5809

If you do not timely make your objection, you will be deemed to have waived all objections and will not be entitled to speak at the fairness hearing.

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be a part of the Case and wish to forgo the relief provided by the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court has preliminarily approved the Settlement Agreement and will hold a hearing on _____, 2014 to decide whether to give final approval to the proposed settlement. You may attend and you may ask to speak, but you do not have to.

18. When and where will the Court decide whether to approve the proposed settlement?

The Court will hold the Fairness Hearing at [time] on _____, 2014 at the Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Avenue, Miami, Florida 33128 in Room 11-2. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate.

If there are objections, the Court will consider them. Judge Cooke will listen to people who have asked to speak at the hearing. See question [20] for more information about speaking at the hearing. After the Fairness Hearing, the Court will decide whether to approve the Settlement and whether to award any attorneys' fees and expenses and awards to Plaintiffs Gjola and Colvin. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer questions Judge Cooke may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *In re Global Concepts Limited, Inc., d/b/a Global TV Concepts, Ltd.*," Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than _____, 2014, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question [16]. Unless otherwise ordered by the Court, you cannot speak at the Fairness Hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Fairness Hearing by the deadline identified, and in accordance with the procedures described in this section and question [16] above.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive no cash refund or additional Device from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a party to any other lawsuit against Defendant and the other Releasees about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This notice summarizes the proposed settlement. More detailed terms are in the signed Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Class Counsel at the address above or by visiting www.riddexclasssettlement.com, where you will also find the Claim Form, answers to common questions about the Settlement, Class Counsel's papers in support of the Settlement and their applications for attorneys' fees, expenses, and plaintiff awards (after they are filed), and other documents. All other papers that have been filed in the Action may be inspected at the Office of the Clerk of the Court of the United States District Court for the Southern District of Florida, Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Avenue, Miami, FL 33128, during regular business hours.

PLEASE DO NOT CALL THE COURT OR THE CLERK OF COURT FOR ADDITIONAL INFORMATION ABOUT THE SETTLEMENT.

**PRELIMINARY APPROVAL ORDER EXHIBIT 3:
PUBLICATION NOTICE**

RIDDEX PEST REPELLING AID CLASS SETTLEMENT

***YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS
SETTLEMENT.***

PLEASE READ THIS NOTICE CAREFULLY

A proposed settlement of a class action lawsuit against Global Concepts Limited, Inc. ("Global") has been reached. **You may be a member of the Settlement Class if you purchased a Riddex® brand electromagnetic pest repelling aid—Riddex Plus (marketed as "Riddex Pulse"), Riddex Power Plus, Riddex Quad, or Riddex Power Guardian (each, a "Riddex Device")—between January 1, 2006, and August 31, 2013.** The lawsuit alleged, among other things, that Global's advertising and marketing claims regarding the effectiveness and coverage of the Riddex Devices for repelling certain household pests violated Florida consumer law, that Global breached the products' warranty, and that Global was unjustly enriched by consumers' purchase of the Riddex Devices.

If you are a class member and submit a claim form, then you may be entitled to your choice of either a \$14.95 cash refund or an additional Riddex Device (model Plus/Pulse) for each Riddex Device that you purchased. To receive a cash refund or additional device under the settlement, you must mail a claim form by _____, 2014. The claim form is available at www.riddexclasssettlement.com.

The Court will hold a hearing at the Wilkie D. Ferguson, Jr. United States Courthouse, 400 North Miami Ave., Room 11-2, Miami FL 33128 on _____, 2014 at _____.m. to determine whether the settlement is fair, reasonable and adequate. If you wish, you or your lawyer may ask to appear and speak at the hearing at your own expense. Class counsel will also file a motion seeking attorneys' fees and expenses up to \$312,500 and awards up to \$1,000 each for the two plaintiffs. You or your lawyer may ask to appear and speak at your own expense, but you don't have to.

If the proposed settlement is approved by the Court, legal claims that class members may have against Global related to Riddex Devices will be released. If you do not wish to be bound by the terms of the settlement, you must mail a written request for exclusion to *Riddex Device Class Settlement*, Settlement Administrator, P.O. Box _____, CITY, ST ZIP postmarked by _____, 2014. Or, you may file a formal written objection to the settlement by _____, 2014.. Visit the settlement website—www.riddexclasssettlement.com—for specific information on how to do so.

For more settlement details, including copies of the claim form, a long-form notice, and the signed Settlement Agreement, visit the settlement website, www.riddexclasssettlement.com. You may also write to *Riddex Device Class Settlement*, Settlement Administrator, P.O. Box _____, CITY, ST ZIP or telephone the settlement administrator toll-free at 1-800-_____. Do not contact the Court or Global. This Notice is only a summary.

**PRELIMINARY APPROVAL ORDER EXHIBIT 4:
CLAIM FORM**

**Your Claim Form
Must Be Postmarked
To The Settlement
Administrator No
Later than**

1

**RIDDEX®
CONSUMER SETTLEMENT**

CLAIM FORM

Please read the Posted Notice (available at <http://www.riddexclasssettlemt.com> carefully before filling out this Form.)

YOUR CLAIM FORM MUST BE POSTMARKED ON OR BEFORE

THIS CLAIM FORM CONCERNS THE SETTLEMENT OF A LAWSUIT THAT WAS FILED ON BEHALF OF CONSUMERS WHO PURCHASED A RIDDEX® BRAND ELECTROMAGNETIC PEST REPELLING AID (THE "RIDDEX DEVICE" BETWEEN JANUARY 1, 2006 AND AUGUST 31, 2013 OTHER THAN FOR RESALE OR DISTRIBUTION

Benefits Available Under the Settlement:

Members of the Settlement Class who purchased a Riddex Device (Riddex Plus (marketed as "Riddex Pulse"), Riddex Power Plus, Riddex Quad and Riddex Power Guardian) other than for resale or distribution, will have the option to receive *either* a \$14.95 cash refund *or* an additional Riddex Device for each unit they purchased, subject to the terms and limitations set forth in this Claim Form. Excluded from the Settlement Class are officers, directors, and employees of Global and their parents and subsidiaries, as well as judicial officers and employees of the Court.

What Information You Must Submit With the Claim Form in Order to Receive the Benefits Under the Settlement:

In order to be entitled to a \$14.95 cash refund or an additional Riddex Device, each claimant will be required to submit **at least one** of the following for **each** Riddex Device they purchased:

1. Each Riddex Device (if opting for refund);
2. Receipt(s);
3. Confirmation(s) of Order(s) (from internet order or received via e-mail);
4. Original UPC Code(s) from product packaging;
5. A picture or pictures that includes somewhere in the picture(s) the Riddex Device(s) purchased by the person submitting the claim; or
6. A signed, Sworn Statement, under penalty of perjury, that includes **all** of the following:
 - a. The Riddex Device model name;
 - b. Whether the product(s) was purchased via phone, internet, mail order catalog, or

from a retail store;

- i. If purchased from a retail store, the name of the store(s); or
 - ii. If purchased from a mail order catalog, the name of the catalog(s); or
 - iii. If purchased from a website, the website address; and,
- c. The year of purchase(s).

All additional Riddex Devices selected by Settlement Class Members will be the Plus/Pulse model.

Those who file a claim or claims supported only by sworn statement will be limited to either two additional Riddex Devices or a cash refund for two Riddex Devices (\$29.90).

Claims supported only by a Sworn Statement are subject to additional claims auditing. In order to ensure the claimant may be contacted in the event of an audit, each claimant under section 6 must include a telephone number or email address where they may be reached in the event of an audit of their claim. Failure to timely cooperate in an audit may result in rejection of your claim.

To be eligible for compensation, you must return the Claim Form together with copies of the supporting documentation.

The Settlement Administrator appointed by the Court will determine whether a claim is valid. The information that you supply below may be checked by the Settlement Administrator. By filling out this Claim Form and signing the verification statement, you are attesting to the accuracy of the information you provide.

CLAIM FORM**I. YOUR INFORMATION**

Name of Person Submitting Claim: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

II. RIDDEX DEVICE INFORMATION

How many Riddex Devices did you purchase for which you are claiming benefits under the Settlement? _____

III. TYPE OF PROOF SUBMITTING WITH CLAIM FORM

For **each** Riddex Device, I am submitting the following proof along with my Claim Form (you must submit **at least one** of the following for **each** Riddex Device) *(if submitting a claim for 1 Riddex Device please check the type of proof you are submitting) (if submitting a claim for more than 1 Riddex Device, please check all that apply):*

_____ Each Riddex Device (if opting for refund);

_____ Receipt(s);

_____ Confirmation(s) of Order (from internet order or received via e-mail);

_____ Original UPC Code(s) from product packaging;

_____ A picture or pictures that includes somewhere in the picture(s) the Riddex Device(s) purchased by the person submitting the claim; or

_____ A signed, Sworn Statement, under penalty of perjury *(A Sworn Statement Form is provided in Section V below)***IV. CHOICE OF BENEFITS**

Members of the Settlement Class who purchased a Riddex Device will have the option to receive **either** a \$14.95 refund **or** an additional Riddex Device (model will be the Plus/Pulse) for each unit they purchased.

* NOTE: Those who file a claim only by submitting sworn statement(s) will be limited to either two replacement devices or a refund for two devices (\$29.90).

I am applying to receive: *(if submitting a claim for one Riddex Device please check one option) (if submitting a claim for more than 1 Riddex Device, please indicate the number of refunds and/or Riddex Devices):*

_____ \$14.95 Refund

_____ Additional Riddex Device

V. SWORN STATEMENT FORM**(NOTE, Only Required If Not Submitting Other Evidence of Purchase)**

- a. My name is _____ and I am over the age of eighteen (18).
- b. I purchased the following model or models of the Riddex Device:

 (model name of first Riddex
 Device)

 (model name of second Riddex Device,
 if any)

- c. The product(s) was/were purchased via (*check each that applies*):

_____ Phone;

_____ Internet;

_____ Mail Order Catalog;

_____ Retail store;

- i. If purchased from a retail store, the name of the store(s):

- ii. If purchased from a mail order catalog, the name of the catalog(s):

- iii. If purchased from a website, the website address(es):

- d. The year of each purchase(s): _____

I declare under the penalty of perjury pursuant to Title 28 of the United States Code, Section 1746, that the above information is true and correct. I understand that the above information will be reviewed and will be verified by a representative from the Claims Administrator. In order to ensure that I may be contacted in the event of an audit, I have included my phone number and/or email address. I understand that failure to timely cooperate in an audit may result in rejection of my claim.

 Signature

 Date

 Print Name

 Phone Number

 E-Mail Address

Please keep a copy of your completed Claim Form and copies of any attached documentation for your records.

Please mail your completed Claim Form (Page 3), with all required documentation to:

Riddex Device Class Settlement
Claims Administrator
P.O. Box _____
CITY, ST ZIP

If you would like confirmation that your Claim Form has been received, then you may send it by certified mail, return receipt requested.

Additional copies of the Notice and Claim Form are available at
<http://www.riddexclasssettlement.com>. If you have any questions about the Notice or Claim Form, then you can contact:

1-8__-__-__ TOLL FREE OR VISIT www.riddexclasssettlement.com

THIS CLAIM FORM MUST BE POSTMARKED NO LATER THAN
