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**Order GRANTING PRELIMINARY APPROVAL OF  
SETTLEMENT filed**



NEW FILE

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11 *Attorneys for Plaintiff Armin Amiri*

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF SAN BERNARDINO

14 ARMIN AMIRI, individually, an on behalf of  
15 all others similarly situated

16 Plaintiff,

17 v.

18 MY PILLOW, INC., a Minnesota corporation,  
19 and, DOES 1 through 10, inclusive

20 Defendants.

CASE NO. CIVDS1606479

(Assigned to Hon. Bryan Foster, S22)

~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 18 2016

EY. Patricia Vega  
PATRICIA VEGA DEPUTY

1           WHEREAS, Plaintiff in the above-captioned action, Armin Amiri (“Amiri” or  
2 “Plaintiff”), and My Pillow, Inc. (“Defendant”) (collectively, the “Parties”) have reached a  
3 proposed settlement and compromise of the disputes between them in the above actions,  
4 including the amendment (collectively, the “Settlement Agreement”);

5           WHEREAS, the Parties have applied to the Court for preliminary approval of the  
6 proposed settlement of the Action, the terms and conditions of which are set forth in the  
7 Settlement Agreement;

8           AND NOW, the Court, having read and considered the Settlement Agreement and  
9 accompanying documents and the Motion For Preliminary Settlement Approval and Supporting  
10 Papers, and the Parties to the Settlement Agreement having consented to the entry of this order,  
11 and all capitalized terms used herein having the meaning defined in the Settlement Agreement,

12 IT IS HEREBY ORDERED AS FOLLOWS:

13           1.     The Court, for purposes of this Order, adopts all defined terms as set forth in the  
14 Settlement Agreement.

15           2.     Subject to further consideration by the Court at the time of the Final Approval  
16 Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the  
17 Settlement Class, as falling within the range of possible final approval, and as meriting  
18 submission to the Settlement Class for its consideration.

19           3.     For purposes of the Settlement only, the Court certifies the Settlement Class, as  
20 described below:

21                     All persons who purchased Covered Products in the United  
22 States, its territories, or at any United States military  
23 facility or exchange during the Class Period. Excluded  
24 from the Settlement Class are all persons who validly opt  
25 out of the Settlement Class in a timely manner, counsel of  
26 record (and their respective law firms) for the Parties,  
27 Defendant and any of its parents, affiliates, subsidiaries,  
28 independent service providers and all of their respective

1 employees, officers, and directors; the presiding judge in  
2 any of the Actions; any natural person or entity that entered  
3 into a release with Defendant prior to the Effective Date  
4 concerning any Covered Products

5 4. The Court preliminary finds, solely for purposes of considering this Settlement,  
6 that the requirements of Cal. Code Civ. Proc. § 382 appear to be satisfied, including  
7 requirements for the existence of an ascertainable class, a community interest, and manageability  
8 of the Settlement Class, that common issues of law and fact predominate, and that a settlement  
9 class is superior to alternative means of resolving the claims and disputes at issue in this action.

10 5. The Court orders that Armin Amiri is appointed as the Representative Plaintiff.  
11 The Court also orders that Ryan J. Clarkson and Shireen M. Clarkson at Clarkson Law Firm,  
12 P.C. are appointed Class Counsel. The Court preliminarily finds that the Representative Plaintiff  
13 and Class Counsel fairly and adequately represent and protect the interests of the absent  
14 Settlement Class Members in accordance with Cal. Code Civ. Proc. § 382.

15 6. A Final Approval Hearing shall be held before this Court at 8:30 a.m. on January  
16 30, 2017 in Department S22 of the San Bernardino Superior Court, to address: (a) whether the  
17 proposed Settlement should be finally approved as fair, reasonable and adequate, and whether  
18 the Final Approval Order and Judgment should be entered; and (b) whether Class Counsel's  
19 application for attorneys' fees, costs, expenses and service award should be approved.  
20 Consideration of any application for an award of attorneys' fees, costs, expenses and service  
21 award shall be separate from consideration of whether or not the proposed Settlement should be  
22 approved, and from each other, and shall be embodied in separate orders. The Court will not  
23 decide the amount of any service award or Class Counsel's attorneys' fees until the Final  
24 Approval Hearing.

25 7. With the exception of such proceedings as are necessary to implement, effectuate,  
26 and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in  
27 this Action and all Settlement Class Members are enjoined from commencing or continuing any  
28 action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement

1 Agreement, unless the Settlement Class Member timely files a valid Request for Exclusion as  
2 defined in the Settlement Agreement.

3 8. The Court approves, as to form and content, the notices and claim form  
4 substantially in the form attached to the Settlement Agreement.

5 9. The Court finds that the Parties' plan for providing notice to the Settlement Class  
6 (the "Notice Plan") described in the Settlement Agreement constitutes the best notice practicable  
7 under the circumstances and constitutes due and sufficient notice to the Settlement Class, the  
8 terms of the Settlement Agreement, and the Final Approval Hearing, and complies fully with the  
9 requirements of the California Rules of Court, the California Code of Civil Procedure, the  
10 California Civil Code, the Constitution of the State of California, the United States Constitution,  
11 and any other applicable law.

12 10. The Court further finds that the Notice Plan adequately informs members of the  
13 Settlement Class of their right to exclude themselves from the Settlement Class so as not to be  
14 bound by the terms of the Settlement Agreement. Any member of the Class who desires to be  
15 excluded from the Settlement Class, and therefore not bound by the terms of the Settlement  
16 Agreement, must submit a timely and valid written Request for Exclusion pursuant to the  
17 instructions set forth in the Notice.

18 11. The Court appoints Digital Settlement Group, LLC as the Claims Administrator.

19 12. Any member of the Class who elects to be excluded shall not be entitled to  
20 receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any  
21 claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement  
22 Agreement or appear at the Final Approval Hearing. The names of all Persons timely submitting  
23 valid Requests for Exclusion shall be provided to the Court.

24 13. Service of all papers on counsel for the Parties shall be made as follows: for Class  
25 Counsel, to Ryan J. Clarkson and Shireen M. Clarkson at Clarkson Law Firm, P.C., The Pershing  
26 Square Building, 448 S. Hill Street, Suite 701, Los Angeles, California 90013. Only Settlement  
27 Class Members who have submitted valid and timely written objections to the Settlement,  
28 together with supporting papers, shall be entitled to be heard at the Final Approval Hearing.

1           14. Any Settlement Class Member who does not make a valid written objection (as  
2 set forth in the Agreement) on or before December 13, 2016 shall be deemed to have waived  
3 such objection and forever shall be foreclosed from making any objection to the fairness or  
4 adequacy of the proposed settlement as incorporated in the Settlement Agreement, the payment  
5 of attorneys' fees and costs, service award or the Final Approval Order and Judgment.

6           15. Any Settlement Class Member who does not submit a valid Opt Out on or before  
7 December 13, 2016 shall not be excluded from the Settlement Class.

8           16. Any settlement Class Member who is not excluded from the Settlement Class  
9 shall be deemed to have released the Settled Claims.

10           17. The Claims Administrator shall post the final Settlement Agreement on the  
11 Settlement Website. The final Settlement Agreement shall include the approved class definition  
12 set forth in Paragraph 3 above and the final notices and claim form.

13           18. In the event that the proposed Settlement is not approved by the Court, or in the  
14 event that the Settlement Agreement becomes null and void pursuant to its terms, this Order and  
15 all orders entered in connection therewith shall become null and void, shall be of no further force  
16 and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or  
17 in any other case or controversy; in such event the Settlement Agreement and all negotiations  
18 and proceedings directly related thereto shall be deemed to be without prejudice to the rights of  
19 any and all of the Parties, who shall be restored to their respective positions as of the date and  
20 time immediately preceding the execution of the Settlement Agreement.

21

| Event                               | Proposed Date     |
|-------------------------------------|-------------------|
| Notice Period Begins                | October 6, 2016   |
| Objection/Opt-out Deadline          | December 13, 2016 |
| Claims Deadline                     | December 13, 2016 |
| Briefs in support of Final Approval | January 5, 2017   |
| Final Fairness Hearing              | January 30, 2016  |

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26           19. The Court may, for good cause, extend any of the deadlines set forth in this Order  
27 without further notice to the Settlement Class Members. The Final Approval Hearing may, from  
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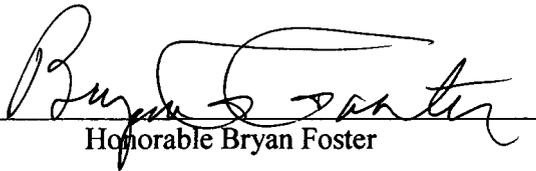
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time to time and without further notice to the Settlement Class, be continued by order of the Court.

20. The Final Approval Hearing may be adjourned or continued without further notice to the Class.

**IT IS SO ORDERED.**

Dated: 10-13-16

  
Honorable Bryan Foster

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PROOF OF SERVICE

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

I am employed in the County of LOS ANGELES, State of CALIFORNIA. I am over the age of 18 and not a party to within action; my business address is **448 S. Hill St., Ste. 701, Los Angeles, California 90013.**

On October 4, 2016, I served the foregoing documents described **NOTICE OF ERRATA** on interested parties in this action by sending a true copy of the document to the following parties as follows:

**Mitchell Silberberg & Knupp**  
Jeffrey L. Richardson (SBN 167274)  
jlr@musk.com  
11377 W Olympic Blvd  
Los Angeles, CA 90064-1683  
Telephone: (310) 312-3769

(BY ELECTRONIC MAIL) I caused the document(s) to be successfully transmitted via electronic mail to the offices of the addressees.

(BY ELECTRONIC SERVICE) I caused the document(s) to be sent to the offices of the addressees via Online Filing Service.

(BY FACSIMILE) I transmitted pursuant Rule 2.306, the above-described document by facsimile machine (which complied with Rule 2003(3)), to the attached listed fax number(s). The transmission originated from facsimile phone number (310) 396-9635 and was reported as complete and without error.

(BY OVER NIGHT DELIVERY) I caused such envelope(s) thereon fully prepaid to be placed in the Norco Overnite box at Santa Monica, California.

(BY PERSONAL SERVICE) I caused such envelope(s) to be hand delivered to the offices of the addressees.

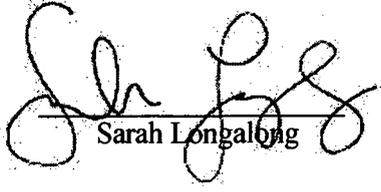
(BY US MAIL) I caused such envelope(s) with postage thereon fully prepaid, to be placed in the United States mail at Los Angeles, California, pursuant to California Code of Civil Procedure § 415.40. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

Executed on October 4, 2016, at Los Angeles, California

(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

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(FEDERAL) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



Sarah Longalobg