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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

SEP 23 2017

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13 Christie Kautsky, and Theresa Cordero

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 FOR THE COUNTY OF SAN BERNARDINO

17 ARMIN AMIRI, individually, an on behalf of  
18 all others similarly situated

18 Plaintiff,

19 v.

20 MY PILLOW, INC., a Minnesota corporation,  
21 and, DOES 1 through 10, inclusive

22 Defendants.

CASE NO. CIVDS1606479

(Assigned to Hon. Bryan Foster, S22)

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

1           WHEREAS, Plaintiffs Armin Amiri, Donald Puckett, Patrick Kavanaugh, Theresa  
2 Cordero, Jill Brunelle, Heather De Witt, Christie Kautsky, and Susan Balmer (“Plaintiffs”), and  
3 My Pillow, Inc. (“Defendant”) (collectively, the “Parties”) have reached a proposed settlement and  
4 compromise of the disputes between them in the above actions (the “Second Amended Settlement  
5 Agreement” or “Settlement”);

6           AND NOW, the Court, having read and considered the Second Amended Settlement  
7 Agreement and accompanying documents and the motion for preliminary approval of the  
8 settlement, and the Parties having consented to the entry of this order, and all capitalized terms  
9 used herein having the meaning defined in the Settlement Agreement, IT IS HEREBY ORDERED  
10 AS FOLLOWS:

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

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

17           3.       For purposes of the Settlement only, the Court certifies the Settlement Class to  
18 include the following subclasses: (1) all Persons who purchased Covered Products in the United  
19 States, its territories, or at any United States military facility or exchange directly from Defendant  
20 (the “Direct Purchaser Class”); and (2) all persons who purchased Covered Products in the United  
21 States, its territories, or at any United States military facility or exchange from a source other than  
22 Defendant (the “Non-Direct Purchaser Class”). Excluded from the Settlement Class are all  
23 persons who validly opt out of the Settlement Class in a timely manner, counsel of record (and  
24 their respective law firms) for the Parties, Defendant and any of its parents, affiliates, subsidiaries,  
25 independent service providers and all of their respective employees, officers, and directors; the  
26 presiding judge in any of the Actions; any natural person or entity that entered into a release with  
27 Defendant prior to the Effective Date concerning any Covered Products.

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

6           5.       The Court orders that each Plaintiff is appointed as a Representative Plaintiff. The  
7 Court also orders that Foley Bezek Behle & Curtis, LLP and Lockridge Grindal Nauen, P.L.L.P.,  
8 are appointed as Direct Purchaser Class Counsel and Ryan J. Clarkson and Shireen M. Clarkson at  
9 Clarkson Law Firm, P.C. are appointed Non-Direct Purchaser Class Counsel. The Court  
10 preliminarily finds that the Representative Plaintiffs and Class Counsel fairly and adequately  
11 represent and protect the interests of their respective absent Settlement Class Members in  
12 accordance with Cal. Code Civ. Proc. § 382.

13           6.       A Final Approval Hearing shall be held before this Court at 8:30 a.m. on January 8,  
14 2018 in Department S22 of the San Bernardino Superior Court, to address: (a) whether the  
15 proposed Settlement should be finally approved as fair, reasonable and adequate, and whether the  
16 Final Approval Order and Judgment should be entered; and (b) whether Class Counsels'  
17 applications for attorneys' fees, costs, expenses and service awards should be approved.  
18 Consideration of any applications for an award of attorneys' fees, costs, expenses and service  
19 awards shall be separate from consideration of whether or not the proposed Settlement should be  
20 approved, and from each other. The Court will not decide the amount of any service awards or  
21 Class Counsels' attorneys' fees until the Final Approval Hearing.

22           7.       With the exception of such proceedings as are necessary to implement, effectuate,  
23 and grant final approval to the terms of the Settlement, all proceedings are stayed in this Action  
24 and all Settlement Class Members are enjoined from commencing or continuing any action or  
25 proceeding in any court or tribunal asserting any claims encompassed by the Settlement, unless the  
26 Settlement Class Member timely files a valid Request for Exclusion as defined in the Settlement.

