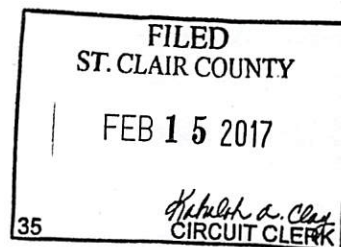


IN THE CIRCUIT COURT OF ST. CLAIR COUNTY, ILLINOIS

GHERSON TOVAR,)
individually and on)
behalf of all other similarly-situated)
)
Plaintiff)
v.)
)
DREW'S LLC)
)
Defendant.)

No. 16-L-313



ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT, APPROVING CLASS NOTICE, AND SCHEDULING FAIRNESS HEARING

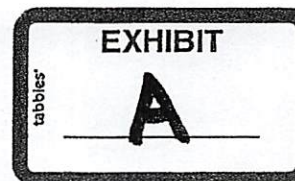
The Court has considered Plaintiff's Motion for Preliminary Approval of Class Settlement. Upon review of the motion and its supporting brief, and the Settlement Agreement and its attachments, and after consideration of the parties' submissions and the arguments at the hearing on this matter, if any, for good cause shown, the Court preliminarily finds that the terms of the settlement are fair, adequate, and reasonable. The Court further finds that the notice provisions provided for by the Settlement Agreement are adequate and appropriate to inform members of the class of the terms of the settlement.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court does hereby preliminarily approve the Settlement Agreement¹ and the settlement set forth therein, subject to further consideration at the Final Settlement Hearing described below.

2. A hearing (the "Final Settlement Hearing") shall be held before this Court on May 16, 2017, at 9:00 a.m. to determine whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and

¹ The Court, for purposes of this Order, adopts the definitions of capitalized terms set forth in the Settlement Agreement.



reasonable to the Class and should be approved by the Court, and whether a Final Approval Order and Judgment should be entered herein.

3. Plaintiffs Gherson Tovar and Michael Hensel are preliminarily appointed as representative of the Settlement Class (“Class Representatives”), and the following attorneys for Plaintiff are preliminarily appointed as counsel for the Settlement Class (“Class Counsel”): Stuart L. Cochran of Steckler Gresham Cochran PLLC, Matthew H. Armstrong of Armstrong Law Firm LLC, and David C. Nelson of Nelson and Nelson, Attorneys at Law, P.C.

4. This Court is familiar with Class Counsel and has found them to be experienced, thoughtful, and effective advocates in class actions who adequately, faithfully, and zealously represent the classes they represent.

5. For purposes of determining whether the terms of the Proposed Settlement should be finally approved as fair, adequate, and reasonable, the following Settlement Class is conditionally certified for settlement purposes only:

“Settlement Class” means: all Persons who purchased the Products in the United States, including any territories of the United States, during the Class Period. Excluded from the Settlement Class are: (a) all Persons who purchased or acquired the Product for resale; (b) Drew’s and its employees, principals, affiliated entities, legal representatives, successors and assigns; (c) any Person who files a valid, timely Request for Exclusion; (d) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof) and (e) the judges to whom this Action is assigned and any members of their immediate families.

6. Should the Settlement not become final, Drew’s may still oppose class certification and the fact that the Court ordered class certification as part of the Settlement, or that Drew’s was willing to stipulate to class certification as part of the Settlement, shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in this Action or in any other proceeding.

7. The Court designates Tilghman & Company, P.C., as the Settlement

Administrator and instructs Tilghman to perform the following functions, as set forth in the Settlement Agreement:

- a. Process requests for exclusion from the Settlement in accordance with Section VIII of the Settlement Agreement;
- b. Process objections to the Settlement in accordance with Section VIII of the Settlement Agreement;
- c. Process Claim Forms in accordance with Section V of the Settlement Agreement; and
- d. Disseminate the Settlement Notice and establish the Settlement Website, which Settlement Class Members can visit to read and obtain additional information regarding the Settlement.

8. The Court approves, as to form and content, the Settlement Notice (Exhibit 1) and the Media Plan (Exhibit 2), as provided in the Agreement, and finds that the distribution of the Notice substantially in the manner and form set forth in Paragraph VII of the Settlement Agreement meets the requirements of 735 ILCS 5/2-803 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9. As soon as practicable, but no later than thirty (30) days after the entry of this Preliminary Approval Order, the Settlement Administrator shall disseminate the Settlement Notice by setting up the Settlement Website on the Internet and posting the Settlement Notice.

10. The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements and a statement of compliance with the Media Plan. Such declaration shall be provided to Defendant's Counsel and Class Counsel and filed with the Court no later than fourteen (14) days prior to the Final Approval Hearing.

11. The Court approves the Claim Form attached hereto as Exhibit 3.

12. As set forth in paragraph V(C) of the Settlement Agreement, the Claim Period

shall commence upon entry of the Final Approval Order and will continue for 60 consecutive days thereafter (the "Claims Deadline"). To be timely, all claims must be submitted by the Claim Deadline in accordance with paragraph V(C) of the Settlement Agreement.

13. Any Settlement Class Member who intends to object to the Settlement must do so no later than forty-five (45) calendar days after the date of the Notice Date (the "Objection Deadline"). In order to object, the Settlement Class Member must file with the Court, and provide a copy to Class Counsel and Defendant's Counsel, a document that includes:

1. The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel;
2. Specifically and in writing, all objections;
3. Whether he/she intends to appear at the Final Approval Hearing, either with or without counsel;
4. A statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and
5. A detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement.

Any Settlement Class Member who fails to file and serve timely a written objection and notice of his/her intent to appear at the Final Approval Hearing pursuant to this Section shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

14. Any Settlement Class Member may request to be excluded (or "opt out") from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class must do so no later than forty-five (45) calendar days after the date of the Settlement Notice (the "Opt-Out Deadline"). In order to opt out, a Settlement Class Member must complete and mail to

the Settlement Administrator a Request for Exclusion that is postmarked no later than the Opt-Out Deadline. Requests for Exclusion that are postmarked after the Opt-Out Deadline will be considered invalid and of no effect, and the Person who untimely submits a Request for Exclusion will remain a Settlement Class Member and will be bound by any Orders entered by the Court, including the Final Judgment and Order Approving Settlement and the Release contemplated thereby.

15. Except for those Persons who have properly and timely submitted Requests for Exclusion, all Settlement Class Members will be bound by the Settlement Agreement and the Final Judgment and Order Approving Settlement, including the Release, regardless of whether they file a Claim or receive any monetary relief. Any Person who timely and properly submits a Request for Exclusion shall not (a) be bound by any orders or the Final Judgment and Order Approving Settlement nor by the Release contained therein; (b) be entitled to any relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement. Each Person requesting exclusion from the Settlement Class must personally sign his or her own individual Request for Exclusion. No Person may opt-out of the Settlement Class any other Person, or be opted-out by any other Person, and no Person shall be deemed opted-out of the Settlement Class through any purported "mass" or "class" opt-outs.

16. Not later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator shall prepare and deliver to Class Counsel, who shall file with the Court, and Defendant's Counsel, a report stating the total number of Persons who have submitted timely and valid Requests for Exclusion from the Settlement Class and Objections to the Settlement, and the names of such Persons.

17. Class Counsel shall submit papers in support of final approval of the certification of the Settlement Class, the designation of Plaintiff as the representatives of the Settlement Class, the appointment of Class Counsel as counsel for the Settlement Class; and Class Counsel's Application for attorneys' fees and expenses no later than 3 days before the Final Settlement Hearing.

18. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Class Representative or Drew's of any fact or allegation, or of any liability, fault, or wrongdoing of any kind.

19. The Court reserves the right to adjourn or continue the date of the Final Settlement Hearing without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties, if appropriate without further notice to the Class.

IT IS SO ORDERED.

Dated: _____

2/15/17



JUDGE OF THE CIRCUIT COURT