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6 and the Proposed Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JAN 05 2017

J. ALVAREZ

SG

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE
10

11 KATRINA ALLISON, individually and on
12 behalf of herself and all others similarly
situated;

13 Plaintiffs,

14 vs.

15 LSI PRODUCTS, INC., dba Pro Armor; a
16 California corporation; and DOES 1 -20,

17 Defendants.

) ASSIGNED FOR ALL PURPOSES TO
) DEPT. 10, HON. SHARON J.
) WATERS

) CASE NO. RIC 1405812

) **SECOND AMENDED [PROPOSED]**
) **ORDER GRANTING PRELIMINARY**
) **APPROVAL OF CLASS SETTLEMENT**
) **CONDITIONAL CERTIFICATION OF**
) **THE CLASS FOR SETTLEMENT**
) **PURPOSE, AND APPROVAL OF CLASS**
) **NOTICE**

) Hearing date: December 6, 2016
) Time: 8:30 a.m.
) Dept.: 10

) UNLIMITED JURISDICTION

) 2ND Supplemental Submission and 2nd
) Supplemental Declaration of Brian G. Beecher
) filed Concurrently herewith

On December 6, 2016 at 8:30 a.m., in Department 10 of the Historic Riverside Courthouse located at 4050 Main Street, Riverside, California 92501, the Motion by Plaintiffs KATRINA ALLISON, *et al.* (collectively, "Plaintiffs") for preliminary approval of class action settlement, conditional certification of the class for settlement purpose, and approval of class notice (the "Motion") came on for hearing before the Honorable Sharon J. Waters. The Court, having reviewed the Motion and supporting papers, including but not limited to the Amended Settlement Agreement and Release between Plaintiffs and Defendant LSI PRODUCTS, INC. dba Pro-Armor ("LSI" or "Defendant"), the 2nd Supplemental Submission in Support of Motion by Plaintiffs for Preliminary Approval, and the Claim Form (Exhibit 1 to this Order), Short and Long Form Notices (Exhibits 2 and 3 to this Order, respectively), Exclusion Form (Exhibit 4 to this Order), Objection Form (Exhibit 5 to this Order), 2nd Supplemental Declaration of Brian Beecher as well as the prior related submissions, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action settlement, and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class Members in accordance with due process requirements, and to set a Final Fairness Hearing to consider the proposed Settlement as to the good faith, fairness, adequacy, and reasonable of any settlement, **THE COURT**

HEREBY MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:

1. All capitalized terms defined in the settlement and utilized in this Order of Preliminary Approval shall have the meaning set forth in the parties' Amended Settlement Agreement and Release ("Settlement") (2nd Supplemental Declaration of Brian Beecher, Ex. Z).

2. The Court finds on a preliminary basis that the Settlement and the Claim Form (Exhibit 1 to this Order), Short Form Notice (Exhibit 2 to this Order), Long Form Notice (Exhibit 3 to this Order), Exclusion Form (Exhibit 4 to this Order), and Objection Form (Exhibit 5 to this Order), comply with Due Process and notice requirements and that the Settlement appears to be within the range of reasonableness of a settlement which could ultimately be given final approval by this Court. The Court notes that Defendant has agreed

1 to resolve up to 37,430 possible claims by purchasers of new Doors during the period of June
2 11, 2010 to June 11, 2014, and pay up to a total of \$2,245,800.00 in \$60.00 gift cards for use
3 in purchasing any product available on the www.ProArmor.com website, and while the Gift
4 Card can be applied to "big ticket" purchases from Pro Armor—such as harnesses, (\$100-
5 130), tires (\$129-229), Doors (\$1,100-1,500), or roll cages (\$1,500-2,200), there are also
6 many items on the website under \$60.00, including but not limited to, trailer decals (\$9.95),
7 skull caps (\$9.95), wrist straps for kill switches (\$11.95), tee shirts (\$18.95), gloves (\$19.95),
8 kill switch installation kit (\$24.95), hitch covers (\$24.95), kill switches (\$34.95), storage
9 bags (\$39.95), UTV rear skid plates (\$49.95), hydration systems (\$49.95), heel guard nets
10 (\$49.95), and UTV slam latches (\$49.95). Notably, Defendant has also agreed: (a) to submit
11 to a permanent injunction against Defendant's advertising the Doors as providing anything
12 other than a "style benefit"; (b) to hire a third party Class Administrator (Dahl
13 Administration, LLC) and pay those Class Administration costs separately; (c) for the parties
14 to ensue and pay notice costs as set forth in the Settlement. The Court defers to Final
15 Approval any determination regarding payment to Class Counsel attorneys' fees and
16 litigation costs not to exceed \$625,000.00 and to pay \$5,000.00 to Plaintiff Allison to
17 compensate her for her time and efforts on behalf of the Class.

18 3. It appears to the Court on a preliminary basis that: (a) the terms of the
19 settlement are within the range of reasonableness that ultimately could be granted approval
20 by the Court at the Final Fairness Hearing, when balanced against the probable outcome of
21 further litigation relating to class certification, liability and damages issues and potential
22 appeals; (b) sufficient formal and informal discovery, investigation, research, and litigation
23 has been conducted that counsel for the parties at this time are able to reasonably evaluate
24 their respective positions; (c) settlement at this time will avoid substantial costs, delay and
25 risks that would be presented by the further prosecution of the litigation; (d) the Settlement
26 has been reached as a result of intensive, serious and arms-length negotiations between the
27 parties, through the use of a respected mediator; and (e) for the purposes of Settlement, the
28 proposed Class is ascertainable and there is a sufficiently well-defined community of interest.

1 among the class in questions of law and fact. **ACCORDINGLY**, with good cause
2 appearing, the Motion is hereby **GRANTED**, and, as part of said preliminary approval, the
3 Court hereby accepts and incorporates the Settlement, Proposed Claim Form (Exhibit 1
4 hereto), Short Form Class Notice (Exhibit 2 hereto), Long Form Class Notice (Exhibit 3
5 hereto), Exclusion Form (Exhibit 4 hereto), and Objections Form (Exhibit 5 hereto), and
6 orders that the Class be conditionally certified for settlement purposes only pursuant to the
7 terms and conditions contained in said Settlement.

8 4. The Court finds that the Claim Form and Notices, and the proposed notice
9 plan as set forth in the Settlement, fairly and adequately advise Class Members of the
10 following: the pendency of the Class Action; the certification of the Class for settlement
11 purposes; preliminary Court approval of the Settlement; the date of the Final Fairness
12 Hearing; the terms of the proposed settlement and the benefits available to Class Members
13 thereunder; Class Members' rights to opt-out or object to the settlement and the procedures
14 for exercising those rights; and the Class Members' rights to submit documentation in
15 opposition to the proposed Settlement. The Court further finds that said Notices comports
16 with all constitutional requirements, including those of due process.

17 5. Accordingly, with good cause appearing, the Court hereby **APPROVES** the
18 claim form, short form notice, and long form notice of the proposed Settlement.

19 6. The publishing of advertisements in magazines (UTV Off Road Magazine and
20 Dirt Wheels) for two months each, direct mailing of notices to known class members,
21 publication of the notice on the "Top Class Actions Website," mailing the class notice to
22 UTV Door distributors and resellers, the hosting of a settlement website, and Class Counsel's
23 own efforts to notify Class Members, as specifically described within the Settlement, will
24 constitute a proper and effective procedure for notice to Class Members of their rights with
25 respect to the Class Action and proposed settlement.

26 Accordingly, it is hereby further **ORDERED THAT**:

27 1. Class Counsel and Defendant's Counsel shall take all reasonable and
28 necessary steps to obtain entry of the Final Approval Order. Class Counsel, with LSI's pre-

1 filing review and approval, shall prepare and file all documents in connection with the
2 Motion for Final Approval.

3 2. LSI will retain a Dahl Administration, LLC ("Dahl Administration") as the
4 Claims Administrator for this action and in order to administer the Notice Procedure and to
5 process Claims—and Dahl shall commence the administration of the Class Claims pursuant
6 to the terms of the settlement and this Order. Dahl shall, on a monthly basis, or such other
7 time as the parties may request, shall provide to Class Counsel and Defendant's Counsel
8 summary information concerning the number of Claims made; number of Claims returned for
9 incompleteness, and number of Claims pending a response by Class Members on a Claim
10 deficiency notice. Dahl will also maintain a Settlement website from the date of this Order to
11 the issuance of a Final Approval Order. The website will: (1) allow for online submission of
12 Claims up to the Claims Deadline; (2) provide instructions on how to file an online or paper
13 Claim; (3) provide instructions on how to contact Class Counsel for assistance; (4) contain a
14 copy of the Class Notice, Claim Form, and the Settlement Agreement; and (5) contain other
15 information LSI and Class Counsel mutually agree is relevant for dissemination to Class
16 Members regarding the Settlement.

17 3. A copy of the Short-Form Notice will be published in a quarter (1/4) page ad
18 in "UTV Off Road Magazine" and "Dirt Wheels Magazine" for two months each after the
19 entry of a Preliminary Approval Order. The parties understand and agree that the timing of
20 the published notice depends on the publication schedules of the selected UTV magazine,
21 which is beyond the Parties' control. The Parties will work cooperatively to ensure that
22 publication of the Short-Form Notice is not unduly or unnecessarily delayed and to ensure
23 that the Published Notice appears in UTV Off Road Magazine and Dirt Wheels Magazine
24 issue that immediately follows the issuance of this Order.

25 4. A copy of the Long-Form Notice will be published on the Settlement Website
26 and Top Class Actions website. The Settlement Website will be set-up and maintained by
27 the Claims Administrator, and remain available until the Court issues its Final Approval
28 Order.

1 5. The Claims Administrator will send a copy of the Short-Form Notice via
2 email and mail, if an email or mailing address is available and such address(es) are in LSI's
3 possession, custody, or control, to all Class Members whose email and/or mailing address is
4 known to LSI. The emailed and mailed notices will be disseminated concurrently with the
5 published notice, such that a single Claims Deadline will apply.

6 6. Any Class Member who wishes to be heard orally at the Final Approval
7 Hearing, or who wishes for any objection to be considered, to fill out and file the Objection
8 Form by the date ordered by the Court, which shall be clearly printed on the Long-Form
9 Notice and Short-Form Notice. To state a valid objection to the Settlement, an objecting
10 Class Member must provide to the Claims Administrator the following information in his or
11 her written objection: (i) full name, current address and email, and current telephone number;
12 (ii) Required Documentation sufficient to establish membership in the Class; (iii) a statement
13 of the position(s) the objector wishes to assert, including the factual and legal grounds for the
14 position; and (iv) provide copies of any other documents that the objector wishes to submit in
15 support of his/her position. Subject to approval of the Court, any objecting Class Member
16 may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to
17 show cause why the proposed Settlement should not be approved as fair, adequate, and
18 reasonable, or object to any petitions for attorneys' fees, incentive awards, and
19 reimbursement of reasonable litigation costs and expenses.

20 7. All Class Members who have any objections must also timely serve their
21 Objection Form and any documentation they intend to submit on the Claims Administrator at
22 the addresses set forth in the Class Notice, by no later than the Objection Date. Objectors
23 who fail to properly or timely file their objections with the Court, along with the required
24 information and documentation set forth above, or to serve them as provided above, may not
25 be heard during the Final Approval Hearing, their objections may be waived and their
26 objections may not be considered by the Court, at the Court's discretion.

27 8. The administration and consummation of the settlement shall be under the
28 authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement

1 the Settlement Agreement, including, but not limited to, the release. The Court expressly
2 retains jurisdiction to enter such further orders as may be necessary or appropriate in
3 administering and implementing the terms and provisions of the settlement, including, but
4 not limited to, orders enjoining Class Members from prosecuting claims that are released
5 pursuant to the settlement, ensuring compliance with the reimbursement and replacements as
6 provided herein, and allowing for discovery related to objectors, if any.

7 9. **IT IS FURTHER ORDERED** that the Final Fairness Hearing shall be held
8 before the Honorable Sharon J. Waters in Department 10 of the Historic Riverside
9 Courthouse located at 4050 Main Street, Riverside, California 92501, at 8:30 a.m. on August
10 15, 2017, to consider the fairness, adequacy and reasonableness of the proposed settlement
11 preliminarily approved by this Order and to consider the application of Class Counsel for an
12 award of reasonable attorneys' fees and costs incurred, the payment to the Class
13 Representative, the payment of fees to Dahl, and the administration of the Class.

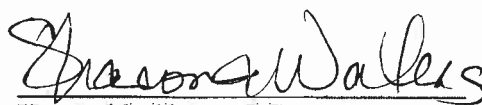
14 10. **IT IS FURTHER ORDERED** that if, for any reason, the Court does not
15 execute and file an Order of Final Approval or Judgment, or if the Effective Settlement Date,
16 as defined in the Settlement, does not occur for any reason whatsoever, the settlement and the
17 proposed settlement, and all evidence and proceedings that occurred in connection therewith,
18 shall be without prejudice to the status quo ante rights of the Parties to the litigation, as more
19 specifically set forth in the Settlement.

20 11. **IT IS FURTHER ORDERED** that the Court reserves the right to adjourn or
21 continue the Final Fairness Hearing from time to time without further notice to Class
22 Members.

23 **IT IS SO ORDERED.**

24 Date:

Jan 5, 2017



Honorable Sharon J. Waters
Judge of the Riverside County Superior Court