

AMENDED CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff KATRINA ALLISON (“Plaintiff” or “Class Representative”), on behalf of herself and all others similarly situated and by and through her counsel, and Defendant LSI Products, Inc. (“LSI” or “Defendant”), by and through its counsel, hereby enter into this Amended Settlement Agreement and Release (“Settlement Agreement”), subject to the approval of the Court. This Settlement Agreement supersedes the Class Action Settlement Agreement and Release dated April 2016, Amended Class Action Settlement Agreement and Release dated September 2016. The Parties, in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

WHEREAS, on June 11, 2014, Plaintiff filed a class action in the Superior Court of the State of California, County of Riverside, captioned *Allison v. LSI Products, Inc.*, Case No. RIC1405812 (the “Action” or “Litigation”), on behalf of a putative nationwide class of UTV Door purchasers. The pending claims in the operative First Amended Complaint (“FAC”) are for violation of (1) California Business & Professions Code § 17200 *et seq.* (“UCL”), (2) California Business & Professions Code § 17500 *et seq.* (“FAL”), and (3) California Civil Code § 1750 *et seq.* (“CLRA”).

WHEREAS, Plaintiff and LSI recognize that the outcome of the Litigation and the claims asserted in the FAC are uncertain, and that pursuing the Litigation to judgment would entail substantial cost, risk, and delay;

WHEREAS, the Parties have explored and discussed at length the factual and legal issues in the Litigation and have participated in mediation with a well-respected mediator and retired federal magistrate, Judge Edward Infante, concerning the issues raised by Plaintiff in the

Litigation, and have agreed to a global final settlement of the Action that renders the need for further litigation unnecessary;

WHEREAS, for purposes of this settlement only, the Parties agree to the certification of a Settlement Class (“Class” or “Settlement Class” as defined in section I(7), below).

WHEREAS, the Parties desire to compromise and settle all issues, claims, and/or facts asserted in the Litigation or that could have been asserted in the Litigation based upon the facts alleged or that could have been alleged in the Litigation by Plaintiff on her own behalf or on behalf of members of the Class;

WHEREAS, Plaintiff, by and through Class Counsel, has: (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Litigation, (b) engaged in investigation and discovery of the claims asserted in the Litigation, and (c) evaluated and considered the law applicable to the claims asserted in the Litigation, including the defenses that LSI has and likely would assert;

WHEREAS, LSI does not believe Plaintiff’s claims are meritorious and has denied and continues to deny any and all factual and legal claims alleged by Plaintiff, and has denied and continues to deny that it is legally responsible or liable to Plaintiff or any member of the Class for any of the matters asserted in this Litigation, but has concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all pending and potential claims of Plaintiff and all members of the Class relating to claims which were or could have been asserted by Plaintiff and the Class in this Litigation relating to the alleged practices and claimed conduct at issue;

WHEREAS, Plaintiff’s counsel are experienced in this type of class litigation, recognize the costs and risks of prosecution of this Litigation, and believe that it is in Plaintiff’s interest,

and the interest of all Class Members, to resolve this Action, and any and all claims against LSI arising from the conduct alleged in the Action, and in this Settlement Agreement;

WHEREAS, the Parties agree that the proposed settlement is fair, adequate, and reasonable;

WHEREAS, significant arm's-length settlement negotiations have taken place between the Parties and, as a result, this Settlement Agreement has been reached without collusion, subject to the Court approval process set forth herein;

WHEREAS, the undersigned Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and between Plaintiff, individually and on behalf of the Class, and LSI;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1) **Action.** "Action" means the case captioned *Allison v. LSI Products, Inc.*, Case No. RIC1405812, pending in the Superior Court of the State of California, County of Riverside. The Action may also be referred to in this Settlement Agreement as the "Litigation."

2) **Claim.** "Claim" means a request made for a Gift Card.

3) **Claimant.** "Claimant" shall mean any Class Member who submits a Claim.

4) **Claim Form.** “Claim Form” means a paper or electronic form, substantially similar to attached Exhibit 1, to be used by Class Members to submit a Claim.

5) **Claims Administrator.** “Claims Administrator” means Dahl Administration, a third party administrator to be retained by LSI to administer Claims, subject to Court approval.

6) **Claims Deadline.** “Claims Deadline” means the sixty (60) day period following the publication of the Class Notice in UTV Off Road Magazine and Dirt Wheels Magazine for a period of two months, during which Class Members may make a Claim. Based on publication schedules for these magazines, the claims period will be April 3, 2017 through June 2, 2017. Claims postmarked after June 2, 2017 are late and past the Claims Deadline

7) **Class.** “Class” means all residents of the United States who, from the period between June 11, 2010 and June 11, 2014, purchased a new UTV Door either directly from Pro Armor (through its website), or from an authorized distributor or reseller of UTV Doors. Excluded from the Class are: (1) LSI and LSI employees; (2) distributors or resellers of UTV Doors; (3) consumers who purchased used UTV Doors; (4) individuals who validly and timely opt-out of the Settlement; (5) Class Members who previously have released their claims against LSI with respect to the issues raised in the Litigation; and (6) any judge to whom this matter is assigned, and his or her immediate family (spouse, domestic partner, or children). The Class is estimated to consist of the purchasers of 37,430 sets of UTV Doors.

8) **Class Counsel.** “Class Counsel” means Webb & Beecher.

9) **Class Counsels’ Fees and Expenses.** “Class Counsels’ Fees and Expenses” means the reasonable attorneys’ fees and expenses of Class Counsel, not to exceed six hundred twenty five thousand dollars (\$625,000), and subject to Court approval.

10) **Class Members.** “Class Members” and “Settlement Class Members” shall have

the same meaning as “Class,” as set forth in ¶7 above.

11) Class Notice. “Class Notice” shall mean the Court-approved Short Form Notice and/or Long Form Notice substantially similar to Exhibit 2 and 3 hereto, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of the Settlement; (ii) the scheduling of the Final Approval Hearing; (iii) their opportunity to object to, or exclude themselves from the Settlement; and (iv) their opportunity to submit a Claim.

12) Class Period. “Class Period” means the time period from June 11, 2010 to June 11, 2014.

13) Class Representative. “Class Representative” means plaintiff Katrina Allison.

14) Court. “Court” means the Superior Court of the State of California, County of Riverside, the Honorable Sharon J. Waters, or her duly appointed successor.

15) Defendant’s Counsel. “Defendant’s Counsel” means Lewis Brisbois Bisgaard & Smith LLP.

16) Effective Date of Class Settlement. “Effective Date of Class Settlement” means the date following the entry of the Final Approval Order with respect to the class benefits under the Settlement Agreement provided there are no objections to the Settlement or Class Counsels’ Fees and Expenses. If there are any objections to the Settlement or Class Counsels’ Fees and Expenses, then the Effective Date for Class Settlement shall be when the time for filing any appeal from the Final Approval Order expires, or the date on which all appeals from the Final Approval Order are finally decided or terminated, whichever date is later. If the Final Approval Order on Fees is entered separately or at a later date, this shall not impact the Effective Date of Class Settlement but LSI’s obligation to pay the Court-approved Class Counsels’ Fees

and Expenses shall arise in that instance only after the Effective Date of Fees on Settlement.

17) Effective Date of Fees Settlement. “Effective Date of Fees Settlement” means the date following the entry of the Final Approval Order on Fees provided there are no objections to Class Counsels’ Fees and Expenses. If there are any objections to Class Counsels’ Fees and Expenses, the Effective Date of Fees Settlement shall be when the time to file for an appeal from the Final Approval Order and/or Final Approval Order on Fees (if Class Counsels’ Fees and Expenses are the subject of a separate Final Approval Order) expires, or the date on which all appeals from such order are finally decided or terminated, whichever date is later.

18) Exclusion Form. “Exclusion Form” means the document, attached hereto as Exhibit 4, and used by Class Members to request exclusion (i.e. opt-out) of the proposed Settlement Agreement.

19) Final Approval Hearing. “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and/or Final Approval Order on Fees.

20) Final Approval Order. “Final Approval Order” means the order of the Court that approves this Settlement Agreement. The Final Approval Order may or may not include approving payment of Service Award and Class Counsels’ Fees and Expenses, one or both of which may be the subject of a separate order.

21) Final Approval Order on Fees. “Final Approval Order on Fees” means any order of the Court awarding Class Counsels’ Fees and Expenses. The Final Approval Order on Fees may be part of the Final Approval Order or the subject of a separate order of the Court, as the Court deems appropriate.

22) Gift Card. “Gift Card” means either a sixty dollar (\$60) card or voucher given

to Class Members who submit a Claim Form and Required Documentation (subject to the Required Documentation exception set forth in I(33), herein), or a ten percent (10%) discount voucher (with a maximum \$60 discount value) for Class Members who submit a Claim Form signed under penalty of perjury without Required Documentation. Gift Cards will be mailed or otherwise sent to Class Members after the Claims Deadline and can be used after the Effective Date of Class Settlement for the purchase of any Pro Armor product from www.ProArmor.com, will cover product costs only (taxes or other non-product costs not covered), and will expire six (6) months after the Effective Date of Class Settlement.

23) Litigation. “Litigation” means the Action as defined above.

24) Long-Form Notice. “Long-Form Notice” means the notice, substantially similar to Exhibit 3 hereto or as otherwise approved by the Court, that will be posted on the Settlement website and that will provide detailed information to Class Members about the Litigation and the Settlement.

25) LSI. “LSI” means LSI Products, Inc., the defendant in this Action.

26) Notice Procedure. “Notice Procedure” means the process that includes any or all of the following: (1) LSI will provide known email addresses and/or mailing addresses of Class Members (to the extent the email addresses and/or mailing addresses are known to LSI and within LSI’s possession, custody, or control) for the dissemination of the Class Notice; (2) the Claims Administrator will disseminate the Class Notice via email and/or mail to the known and available email addresses and/or mailing address of Class Members, upon approval by the Court, and as set forth in §IV herein; (3) LSI and/or the Claims Administrator will publish a single quarter page (1/4 page) copy of the Short Form Notice in “UTV Off Road Magazine” and “Dirt Wheels Magazine” (circulation approx. 78,000) for two months each, and concurrently on the

internet using the class notice publication services of the website www.topclassactions.com; and
(4) Class Counsel mailing copies of the Short-Form Notice to resellers who sell sold Class Doors during the Class Period.

27) Objection Date. “Objection Date” means the June 2, 2017 deadline following publication of the Class Notice for members of the Class to object to the Settlement Agreement’s terms, including Class Counsels’ Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

28) Objection Form. “Objection Form” means the document, attached hereto as Exhibit 5, to be used by Class Members to file an objection by the Objection Date to the proposed Settlement Agreement.

29) Parties. “Parties” means the Plaintiff and Defendant.

30) Plaintiff. “Plaintiff” means the Class Representative as defined above.

31) Preliminary Approval Order. “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement.

32) Released Claims. “Released Claims” are the claims released by this Settlement Agreement, as set forth in Section VIII and its related subsections.

33) Released Parties. “Released Parties” means LSI, LSI’s insurer (National Fire & Marine Insurance Company), Polaris Industries (the current owner and/or operator of Pro Armor) and the resellers/distributors listed in Exhibit A to this Settlement Agreement that were involved in the sale, repair, or distribution of UTV Doors, as well as each of these Released Parties’ past and present officers, directors, shareholders, and employees.

34) Request for Exclusion. “Request for Exclusion” means a request by any Class Member for exclusion from the Settlement using the Exclusion Form attached as Exhibit 4 hereto. Requests for Exclusion must be postmarked no later than June 2, 2017.

35) Required Documentation. “Required Documentation” means proof of purchase of a new UTV Door during the Class Period. Acceptable proof of purchase are of credit card receipts, cancelled checks, copies of invoices or purchase slips, or any other documentary evidence that evidences the Class Member purchased a *new* UTV Door. Class Members who purchased UTV Doors directly from Pro Armor and receive the Class Notice via email are verified purchasers and only need to submit a Claim Form to get a Gift Card.

36) Service Award. “Service Award” means the amount to be paid to the Class Representative to compensate her for her time and efforts on behalf of the Class, subject to approval of the Court, and which shall not exceed five thousand dollars (\$5,000).

37) Settlement. “Settlement” and “Settlement Agreement” means this Amended Settlement Agreement and Release through which the Parties have agreed to resolve this Litigation, the terms of which have been memorialized herein.

38) Short-Form Notice. “Short-Form Notice” means the notice, substantially similar to Exhibit 2 hereto or as otherwise approved by the Court, which will be published in accordance with the Notice Procedure. The Short-Form Notice will reference the name and case number for the Litigation, inform Class Members that the Litigation has settled subject to Court approval, and will provide the website address where the Long-Form Notice, Claim Form, and other more detailed information about the Litigation and Settlement may be obtained.

39) UTV Doors. “UTV Doors” means any or all of the following after-market doors manufactured, designed, sold, or distributed by LSI under the Pro Armor brand for installation and/or use on a utility terrain vehicle (“UTV”) during the period June 11, 2010 through June 11, 2014: (a) Pro Armor RZR doors; (b) Pro Armor RZR-4 doors; (c) Pro Armor Teryx (also known as “T-Rex”) doors; (d) Pro Armor RZR-S doors; (e) Pro Armor RZR XP

1000 doors; (f) Pro Armor RZR XP 4 1000 doors; (g) Pro Armor RZR XP900 doors; and/or (h) Pro Armor RZR XP900 4 doors.

II. REQUIRED EVENTS

Promptly after execution of this Settlement Agreement by all Parties:

A. Class Counsel and Defendant's Counsel shall take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order. Class Counsel, with LSI's pre-filing review and approval, shall prepare and file all documents in connection with the Motion for Preliminary Approval and the Motion for Final Approval.

B. In the event that the Court fails to issue the Preliminary Approval Order, or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement is voidable with each party returning to their respective pre-settlement posture and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

C. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

D. Upon Entry of the Final Approval Order, judgment will be entered in accordance

with the terms of this Settlement, subject to the continuing jurisdiction of the Court pursuant to CCP Section 664.6. The Final Approval Order also will enjoin the prosecution of any litigation or class action related to the claims and Released Parties as set forth herein.

III. SETTLEMENT TERMS

Gift Card: LSI will provide a Gift Card, on a claims-made basis, to Class Members. To receive a Gift Card, Class Members must submit a timely Claim Form and either (1) provide Required Documentation that evidences a UTV Door purchase during the Class Period to receive a \$60 gift card for use at www.ProArmor.com, or (2) attest under penalty of perjury on the Claim Form to have purchased a new UTV Door during the Class Period (without providing Required Documentation) to receive a 10% discount coupon (with a maximum discount value of \$60) for any purchase from www.ProArmor.com. LSI may, in its discretion, audit claims for the 10% discount coupon benefit by verifying proof of purchase of a UTV door during the Class Period by reference to its own records or the records of third parties through which UTV Doors are claimed to have been purchased; if LSI denies a claim for a 10% discount coupon, LSI will inform Class Counsel of the denial and the information provided by the potential Class Member and the basis for denial by LSI, and if Class Counsel disputes the denial, the parties will submit, all at one time, the issues regarding any and all 10% discount coupons in dispute for Court review and decision (the parties hereby consent to such a review by the Riverside Superior Court). The maximum potential value of this benefit under the Settlement is \$2,245,800.00 (37,430 UTV Doors multiplied by \$60). Plaintiff Allison shall also receive a Gift Card, and the Parties hereby agree that Plaintiff Allison need not provide any Required Documentation because her status as a purchaser of a UTV Door is not disputed and her proof of purchase was produced in discovery.

LSI Injunction: LSI agrees, on behalf of itself and no other entity, that it has ceased and will continue to refrain from advertising the UTV Doors as implicitly or expressly providing “safety,” a “safety benefit,” and/or any benefit other than a “style” benefit. It is expressly noted that this injunction does not apply to any entity other than LSI, and does not apply to third party resellers or third party distributors of the UTV Doors, third party social media users, third parties that have already obtained and downloaded advertisements for the UTV Doors, third party magazine and/or media producers that have previously ran advertisements for the UTV Doors and may still have these advertisements without LSI’s actual knowledge, and/or Polaris. LSI will also remove any and all of LSI’s previous online video advertisements for the UTV Doors that are the current property of LSI as of April 1, 2016.

Minimum Payment: LSI agrees that if the total redeemed value of Gift Cards after the Gift Card expiration date is less than two hundred thousand dollars (\$200,000), LSI will make up the difference between the actual redeemed value of Gift Cards and \$200,000 (the “Gap”) by making a contribution equal to amount of the Gap to National Consumer Law Center Inc..LSI is required to pay the Gap, if any, not later than thirty (30) days after the expiration date for the Gift Cards.

IV. NOTICE AND RELATED PROVISIONS

A. **E-Mailed And Mail Notice:** Following the entry of the Preliminary Approval Order, the Claims Administrator will send a copy of the Short-Form Notice via email and/or mail, if an email or mailing address is available and such address(es) are in LSI’s possession, custody, or control, to all Class Members whose email and/or mailing address is known to LSI. The emailed and mailed notices will be disseminated on or about April 2, 2017, when the claim period commences such that a single Claims Deadline of June 2, 2017, and a single claims period

of April 3, 2017 through June 2, 2017 will apply.

B. Published Notice: A copy of the Short-Form Notice will be published in a quarter (1/4) page ad in UTV Off-Road Magazine and Dirt Wheels Magazine” (circulation approx. 78,000) to run for two months each (UTV Off-Road is a two-month publication; Dirt Wheels is a monthly publication), and concurrently on the internet using the class notice publication services of the website www.topclassactions.com. LSI will pay publication costs for UTV Off-Road Magazine and Dirt Wheels Magazine; costs for publication on the “topclassaction” website, estimated to be \$5,000, will be split equally between LSI and Class Counsel. Publication in the UTV Off-Road Magazine and Dirt Wheels Magazine will occur after the entry of a Preliminary Approval Order. The parties understand and agree that the timing of the published notice depends on the publication schedules of the selected magazine and website, which is beyond the Parties’ control. The Parties will work cooperatively to ensure that publication of the Short-Form Notice is not unduly or unnecessarily delayed and to ensure that the Published Notice appears in the magazines as set forth herein, and on the “top class actions” website immediately following the issuance of a Preliminary Approval Order. The Claims Deadline will be uniform for the Notice Procedure.

C. Settlement Website Publication: A copy of the Long-Form Notice will be published on the Settlement Website, which will be set-up and maintained by the Claims Administrator, and remain available until the Court issues its Final Approval Order.

D. Short Form Notice to Resellers: Class counsel, at their expense, will send a copy of the Short Form Notice to all known UTV Door resellers and distributors.

E. Costs for any emailed, mailed, and published notice, for maintaining of the Settlement website, and all Claims Administrator costs will be paid by LSI. Cost for publishing

the Class Notice on the “Top Class Actions” website will be split equally between Plaintiffs’ counsel and LSI.

F. LSI will require that the Claims Administrator maintain a Settlement website from the date of the Preliminary Approval Order to the issuance of a Final Approval Order. The website will: (1) allow for online submission of Claims up to the Claims Deadline; (2) provide instructions on how to file an online or paper Claim; (3) provide instructions on how to contact Class Counsel for assistance; (4) contain a copy of the Class Notice, Claim Form, and the Settlement Agreement; and (5) contain other information LSI and Class Counsel mutually agree is relevant for dissemination to Class Members regarding the Settlement.

G. The Parties agree that any publications by Class Counsel (through websites, website postings, chat rooms, media interviews, etc.) or any other communications by the Parties regarding this Settlement will be consistent with the Settlement Agreement, Class Notice, Claim Form, Preliminary Approval Order, Final Approval Order, and any press release that may be mutually prepared and agreed upon by the Parties. Nothing in this paragraph shall limit (1) Class Counsel’s ability to communicate with the Class Representative, Class Members (in response to Class Member inquiries regarding the Settlement), or the Court, and (2) LSI’s ability to communicate with its customers on issues unrelated to the Settlement or with the Court on any issue, as LSI deems appropriate. Class Counsel is also permitted to make its own efforts, as long as any such costs are borne by Class Counsel, to distribute the Class Notice, to assist any persons in their efforts to fill out a Claim and/or locate Required Documentation or explain/prove to LSI and/or the Riverside Superior Court why any person is properly included in the Class as a Class Member, and/or disseminate information about Class Notice through correspondence, emails and online consistent with the Settlement Agreement, Class Notice, Claim Form, Preliminary

Approval Order, Final Approval Order.

V. CLAIMS ADMINISTRATOR

A. LSI will retain a Claims Administrator, subject to Court Approval, to administer the Notice Procedure and to process Claims.

B. The Claims Administrator will be responsible for implementing and administering Claims by Class Members, including, but not limited to, the following tasks:

(1) Receive and conduct an initial validation screening of Claims to determine timeliness of submission, completeness of the Claim, and the completeness of the Required Documentation (if applicable);

(2) Collect and transmit to Class Counsel and LSI the names and contact information of Class Members who send Exclusion Forms to “opt out” of the proposed Settlement or object to the proposed Settlement by sending an Objection Form.

C. Any Claimant whose Claim is deemed incomplete (e.g. lacking Required Documentation) will promptly receive from the Claims Administrator an email or other written explanation stating the reasons, including steps the individual can take to cure the deficiencies—and Class Counsel shall concurrently receive the aforementioned email or written explanation as well. The Claimant receiving such notice will be allowed thirty (30) days to submit materials to cure the deficiencies. A Claim that remains incomplete or has deficiencies that remain uncured after the Class Member receives such notice of deficiency shall be deemed abandoned and/or denied. However, if Class Counsel disputes that a Claim is incomplete or has deficiencies, Class Counsel will inform LSI and the Claims Administrator via email and this will toll the Claimant’s deadline to submit a Claim, so that the parties may submit, all at one time, the issues regarding any and all Claims denied by LSI to the Riverside Superior Court for review and

decision.

D. The Claims Administrator, on a monthly basis, or such other time as the parties may request, shall provide to Class Counsel and Defendant's Counsel summary information concerning the number of Claims made, number of Claims returned for incompleteness, and number of Claims pending a response by Class Members on a Claim deficiency notice.

E. No later than ten (10) days prior to the date Plaintiff's Motion for Final Approval is to be filed, the Claims Administrator shall provide Class Counsel with an affidavit or declaration to be filed with the Court along with the papers submitted by Class Counsel in support of the Final Approval Motion, attesting that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court. The Claims Administrator shall supplement this report upon request by Class Counsel, in the event the Final Approval Hearing is continued or adjourned, or if the ruling remains under submission for longer than 14 calendar days.

F. A Gift Card for all approved Claims will be transmitted via email (or mail if no email address is provided, but a mailing address is) to Class Members by the Claims Administrator after the Effective Date of Settlement.

VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS

A. Any Class Member may ask to be excluded from the Class by mailing or delivering an Exclusion Form to the Claims Administrator at the addresses set forth in the Class Notice ("Request for Exclusion"). Any Exclusion Form must be postmarked or delivered not later than June 2, 2017, a date that will be clearly printed on the Long Form Notice and Short Form Notice. The Exclusion Form will have space where Class Members state (i) the Class Member's full name, email, and current address, and (ii) specifically state his or her desire to be

excluded from the Settlement and from the Class. Failure to comply with all of the above requirements and/or to timely submit the Request for Exclusion will result in the Class Member being bound by the terms of the Settlement.

B. Any Class Member who submits a timely Exclusion Form may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Parties shall jointly report the names of all individuals who have submitted an Exclusion Form to the Court no less than ten (10) days prior to the Final Approval Hearing.

VII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection by submitting an Objection Form by the date ordered by the Court, which shall be clearly printed on the Long-Form Notice and Short-Form Notice. To state a valid objection to the Settlement, an objecting Class Member must provide to the Claims Administrator by June 2, 2017 the following information in the Objection Form: (i) full name, current address and email, and current telephone number; (ii) Required Documentation sufficient to establish membership in the Class; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and (iv) provide copies of any other documents that the objector wishes to submit in support of his/her position. Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, or object to any petitions for attorneys' fees, incentive awards, and reimbursement of reasonable litigation costs and expenses.

The objecting Class Member must file with the Clerk of the Court and serve via Fed Ex, UPS, and/or Certified Mail or hand delivery upon all counsel designated in the Class Notice, a Notice of Intention to Appear at the Final Approval Hearing (“Notice of Intention to Appear”) by the date specified by the Court. The Notice of Intention to Appear must include copies of any papers, exhibits, Required Documentation, and any other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing. Any Class Member who does not provide a Notice of Intention to Appear in complete accordance with specifications set forth in the Class Notice and as set forth above, subject to approval by the Court, may be deemed to have waived any objections to the Settlement and may be barred from speaking or otherwise presenting any views at the Final Approval Hearing.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member’s objection to the Settlement Agreement, in accordance with the due process rights of all Class Members. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by via Fed Ex, UPS, and/or Certified Mail or hand delivery such notice of objection or request to be heard to the Claims Administrator at the addresses set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above, may not be heard during the Final Approval Hearing, their objections may be waived and their objections may not be considered by the Court, at the Court’s discretion.

C. Class Counsel agrees that it will be solely responsible for defending the Court's Final Approval Order or Final Approval Order on Fees in the event of an appeal. LSI will make a filing joining Class Counsel's defense of the Final Approval Order in the event of an appeal. If the appeal relates solely to Class Counsels' Fees and Expenses or the Class Representative's Incentive Award, LSI has no obligation to join the appeal but agrees will not oppose it. Any fees and/or costs incurred by Class Counsel in all such appeals, including fees and/or costs incurred to settle any claims by objectors, are the sole responsibility of Class Counsel. Class Counsel may not seek to recover such fees and/or costs from LSI.

VIII. MUTUAL RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action that were, or could have been, asserted by the Plaintiff or any Class Members against them regarding LSI's marketing and sales representations with regard to the UTV Doors as set forth in the operative complaint in the Litigation, except as set forth in ¶B below. Without assuming that the Release given by this Settlement Agreement is a general release, Plaintiff and Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiff and the Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying Judgment, Plaintiff and the Class Members fully, finally, and forever settle and release any and all of the claims released herein. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

B. This Settlement Agreement does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement. The Settlement Agreement does not release claims for personal injury.

C. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendant and Released Parties.

IX. ADMINISTRATION, ATTORNEYS' FEES, AND INCENTIVE AWARDS

A. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Class Notice, and the cost of distributing and administering the benefits of the Settlement Agreement, shall be paid by LSI, subject to the limitations contained herein and approval of the Court. For the purposes of this Settlement Agreement, Defendant agrees to not oppose Class Counsels' application for Class Counsels' Fees and Expenses. LSI will issue a single check payable to the "Eric L. Webb Attorney Client Trust Account", within thirty (30) business days after the Effective Date of Fees Settlement provided all required documentation, such as W-9 forms, and payment instructions are timely provided to LSI by Class Counsel.

B. LSI agrees that, subject to Court approval, the Class Representative will apply to the Court for the payment of a Service Award that does not exceed \$5,000.00. The Service Award as approved by the Court shall be paid by LSI by check to the Class Representative, and

delivered to Class Counsel within thirty (30) days after the Effective Date of Class Settlement or Effective Date of Fees Settlement (depending on which order approves the payment of the Service Award), provided required documentation such as W-9 forms, timely are provided to LSI by Class Counsel.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiff and constitutes their legal, valid, and binding obligation.

B. LSI, through its undersigned attorneys, represents, and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by LSI of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of LSI. This Settlement Agreement has been duly and validly executed and delivered by LSI and constitutes its legal, valid, and binding obligation.

XI. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by LSI with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. LSI

specifically denies all of the allegations made in connection with the Litigation. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by LSI, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Litigation, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' express understanding and agreement that (a) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (b) LSI contests and denies that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than solely for the purposes of this Settlement Agreement; and (c) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it shall be consistent with the foregoing. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered or a Final Approval Order is subsequently reversed by an appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The Parties agree that LSI may withdraw or terminate this Settlement Agreement

prior to the Final Approval Hearing if more than forty (40) Class Members have submitted valid and timely Requests for Exclusion. For purposes of determining whether the conditions for withdrawal or termination of the Settlement Agreement have occurred, copies of all Requests for Exclusion timely received, together with copies of all written revocations of Requests for Exclusion, shall be delivered to the Defendant's Counsel and Class Counsel within three (3) days of receipt by the Claim Administrator, but, in no event, later than ten (10) Court days before the Final Approval Hearing. Moreover, the Claims Administrator will furnish a report concerning Requests for Exclusion to Class Counsel within the same time frame. In the event of a withdrawal from this Settlement Agreement in accordance with the terms of this paragraph, this Settlement Agreement shall become null and void and of no further force and effect.

D. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. Capitalized words, terms and phrases are used as defined in §I, above, or as otherwise set forth in this Settlement Agreement.

E. This Settlement Agreement may not be modified or amended except in writing and signed by all of the Parties.

F. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the Parties hereto as if they were originals.

G. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Litigation.

H. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

I. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released pursuant to the Settlement Agreement, ensuring compliance with the reimbursement and replacements as provided herein, and allowing for discovery related to objectors, if any. This Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

J. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

M. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

N. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this agreement, and to modify or supplement any notice contemplated hereunder.

O. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this agreement shall not be deemed a waiver of any provision of this agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

P. All notices required by this Agreement, to the extent they must be sent to the Parties or the Parties' Counsel, shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

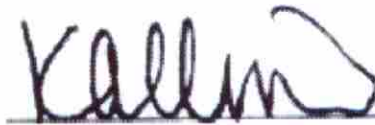
Webb & Beecher
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For LSI:

Lewis Brisbois Bisgaard & Smith, LLP
Eric Y. Kizirian, Esq.
633. W. 5th Street, Suite 4000
Los Angeles, California 90071
(213) 250-1800 (Telephone)
Eric.kizirian@lewisbrisbois.com

IN WITNESS WHEREOF, Plaintiff and LSI, by and through their respective counsel,
have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: November 23, 2016



Katrina Allison
Plaintiff

Dated: November 23, 2016



Eric L. Webb
Webb & Beecher
Attorneys for Plaintiff

Dated: November 23, 2016



Alex Danze
As the Duly Authorized Corporate Representative
of LSI Products, Inc.

Dated: November 23, 2016



Eric Y. Kizirian
Lewis Brisbois Bisgaard & Smith LLP
633 W. 5th Street, Suite 4000
Los Angeles, California 90071
Attorneys for LSI Products, Inc.