

1 **RECEIVED 8/17/2017 2:56 PM**

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Attorneys for Plaintiff
and all others similarly situated

FILED

AUG 25 2017

SAN LUIS OBISPO SUPERIOR COURT

BY 
T. Rincon, Deputy Clerk

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF SAN LUIS OBISPO**

10 REGIS GREENWOOD, individually, and on
behalf of all others similarly situated,

11 Plaintiffs,

12 vs.

13 TELEBRANDS CORP., a corporation,

14 Defendant.

Case No.: 14CV-0536

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Hon. Barry T. LaBarbera]

Date: August 17, 2017

Time: 9:00 a.m.

Dept.: 2

Complaint Filed: October 16, 2014

Trial Date: None Set

19 This matter came before the Court on August 17, 2017 for an order: (1) preliminarily approving
20 the proposed class action settlement; (2) appointing the class representative, class counsel, and
21 preliminarily certifying a class for the purposes of settlement; (3) approving the notice and claim form to
22 be sent to the class members and the proposed notice program; (4) appointing Rust Consulting, Inc., as the
23 claims administrator; and (5) setting a hearing for final approval on the settlement.

24 The Court, having considered the motion, the Class Action Settlement Agreement ("Settlement
25 Agreement"), the pleadings and other papers filed herein, and the statements of counsel and the parties.
26 hereby finds the proposed settlement appears fair, reasonable and adequate, and that a hearing should be
27 held after notice to the Settlement Class of the proposed settlement to determine if a Settlement Approval
28 Order and Final Judgment should be entered.

1 IT IS THEREFORE ORDERED THAT:

2 1. For purposes of this Order, except as otherwise set forth herein, the Court adopts and
3 incorporates the definitions contained in the Settlement Agreement.

4 2. The Settlement Agreement and the settlement contained therein are preliminarily
5 approved as fair, reasonable and adequate, subject to a final Fairness Hearing.

6 3. For the purposes of the settlement only, the Court finds that the prerequisites to a class
7 action are satisfied in that: (1) there is an ascertainable class of numerous class members, making joinder
8 of all members impracticable; (2) there are questions of law and fact common to the class members which
9 predominate over individual issues; (3) the claims or defenses of the class plaintiff are typical of those of
10 the class members; (4) the plaintiff will fairly and adequately protect the interests of the class members,
11 and has retained experienced counsel to adequately represent the class; and (5) a class action is superior to
12 other methods of resolving this controversy.

13 4. Pursuant to Code of Civil Procedure § 382 and California Rules of Court, Rule 3.769, the
14 Court provisionally certifies the following class for settlement purposes only:

15 All Persons while residing in California who purchased any product directly from Telebrands
16 Corp. marketed under the names Crazy Critters, Windshield Wonder, Heeltastic, Shoes Under,
17 Aluma Wallet, Insta Bulb, Lint Lizard, Chef Basket, EZ Combs, Edge of Glory, Pasta Boat,
18 Bare Lifts, Perfect Fit Button, Pet Rider, Fresh Sticks, Jupiter Jack, Sticky Buddy and Robo
19 Stir ("Products") under the offer that they would receive an additional Product as a "bonus" or
for "free" (or other similar term) at any time from October 16, 2010 to December 1, 2011, and
paid a separate fee for the additional Product (the "Settlement Class.") Excluded from the
Settlement Class are Persons that properly file a Request for Exclusion from the Settlement
Class with the Claims Administrator, and the officers, directors and employees of Defendant.

20 5. The proposed settlement is within the "range of reasonableness" for possible approval.
21 and it is worthwhile to issue notice to the class and schedule a formal hearing.

22 6. The Court appoints plaintiff, Regis Greenwood, as the representative of the Settlement
23 Class.

24 7. The Court appoints Stephen G. Geihs, Esq., of the Law Offices of Stephen G. Geihs, as
25 Class Counsel, and further appoints Mr. Geihs as counsel responsible for receiving and acting on inquiries
26 from Settlement Class Members.
27
28

1 8. The Court will conduct a Fairness Hearing on January 25, 2018, at 9:00 a.m., to determine
2 whether the proposed settlement is fair, reasonable and adequate and warrants final approval, and such
3 other matters as the Court may deem appropriate. The Court will also consider at the final approval
4 hearing whether an incentive award to the Class Representative and Class Counsel's application for
5 attorney's fees and litigation expenses should be granted and in what amounts.

6 9. The Court approves the form and content of the proposed Long Form Notice, Summary
7 Notice and Claim Form, attached hereto as Exhibits A, B, and C, respectively. The Court finds that taken
8 together, mailing and emailing the Summary Notice and Claim Form, and Internet postings of the Long
9 Form Notice: (1) constitute the best practicable notice, reasonably calculated under the circumstances, to
10 apprise Settlement Class members of the proposed settlement and of their right to object or to exclude
11 themselves from the proposed settlement, and to make a claim for the settlement benefits; (2) constitute
12 due, reasonable, adequate, and sufficient notice to all persons entitled to receive notice; and (3) meet all
13 applicable requirements of due process, Code of Civil Procedure § 382, California Rules of Court, Rules
14 3.766, 3.769 and 3.771, and other applicable laws.

15 10. Defendant shall pay all costs and expenses associated with indentifying and notifying the
16 Settlement Class, and the administration of the settlement.

17 11. The Court appoints Rust Consulting, Inc., as the Claims Administrator to administrate the
18 settlement. The Claims Administrator will perform its duties in accordance with the terms of the
19 Settlement Agreement and this Order, and shall be responsible for preserving all written communications
20 from the members of the Settlement Class.

21 12. The Claims Administrator shall provide direct notice of the settlement to all members of
22 the Settlement Class by sending copies of the Summary Notice and Claim Form within thirty (30) days of
23 this Order. The Summary Notice and Claim Form shall be sent either by U.S. mail postage prepaid or by
24 e-mail with a link to the settlement website, at addresses provided by Defendant to the Claims
25 Administrator. The Claims Administrator shall also cause a copy of the Long Form Notice, Claim Form
26 and Settlement Agreement to be posted on the internet at a readily accessible website created specially for
27 purposes of this litigation. Members of the Settlement Class shall be able to submit a claim for settlement
28 benefits through this website.

1 13. Each Settlement Class Member shall have the right to be excluded from the Settlement
2 Class by mailing a request for exclusion to the Claims Administrator, Class Counsel and Defendant's
3 Counsel postmarked no later than sixty (60) days from the date of this Order. Requests for exclusion must
4 be in writing and set forth the name and address of the person who wishes to be excluded, the name of this
5 case, and must be signed by the Settlement Class Member seeking exclusion. By no later than seventy (70)
6 days from the date of this Order, Defendant's Counsel, with the assistance of the Claims Administrator,
7 shall file with the Court a list of all persons who have timely requested exclusion from the Settlement
8 Class.

9 14. Any Settlement Class Member who does not properly and timely request exclusion from
10 the Settlement Class shall, upon final approval of the settlement, be bound by the terms of the Settlement
11 Agreement so approved, including but not limited to the releases, waivers and covenants described in the
12 Settlement Agreement, whether or not such person or entity objected to the settlement and whether or not
13 such person or entity makes a claim upon the settlement funds.

14 15. Each Settlement Class Member who does not timely exclude himself or herself from the
15 Settlement Class shall have the right to object to the settlement by filing written objections with the Court
16 no later than sixty (60) days from the date of this Order, copies of which shall be served on counsel for the
17 Parties as described in the Long Form Notice. In addition, any Settlement Class Member who wishes to be
18 heard at the Fairness Hearing must so state in his or her objection filed with the Court. Failure to timely
19 file and serve written objections will preclude a Settlement Class member from objecting to the settlement.

20 16. In order to participate in the settlement each member of the Settlement Class must submit
21 valid a Claim Form within sixty (60) days after the Notice and Claim Forms are sent to the Settlement
22 Class. The Claims Administrator has been designated to be responsible for receipt of all Claim Forms from
23 the members of Settlement Class who have not validly and timely excluded themselves from the
24 Settlement Class. By no later than one-hundred (100) days from the date of this Order, Defendant's
25 Counsel, with the assistance of the Claims Administrator, shall file with the Court a list of all Settlement
26 Class Members who submitted a claim form.

27 17. All briefs, memoranda and papers in support of final approval of the settlement and any
28 application for attorney's fees and costs and expenses and incentive awards, and responses to any

1 objections filed by Settlement Class Members shall be filed no later than one-hundred twenty (120) days
2 after entry of this Order.

3 18. All discovery and other pretrial proceedings in this action are stayed and suspended until
4 further order of this Court, except such actions as may be necessary to implement the Settlement
5 Agreement and this Order.

6 19. In the event that the proposed settlement as provided in the Settlement Agreement is not
7 approved by the Court, or for any reason the parties fail to obtain a Settlement Approval Order and Final
8 Judgment as contemplated in the Settlement Agreement, or the Settlement Agreement is terminated
9 pursuant to its terms, the Settlement Agreement and all orders entered in connection therewith shall
10 become null and void and of no further force and effect, and shall not be used or referred to for any
11 purpose whatsoever. In such event, the Settlement Agreement and all negotiations and proceedings
12 relating thereto shall be withdrawn without prejudice

13 20. The Court retains exclusive jurisdiction over this action to consider all further matters
14 arising out of or connected with the settlement.

15
16 **IT IS SO ORDERED.**

17 Dated: 8/25/17


18 
19 _____
20 Barry T. LaBarbera
21 Judge of the Superior Court of California
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EXHIBIT “A”

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All Persons while residing in California who purchased any product directly from Telebrands Corp. marketed under the names Crazy Critters, Windshield Wonder, Heeltastic, Shoes Under, Aluma Wallet, Insta Bulb, Lint Lizard, Chef Basket, EZ Combs, Edge of Glory, Pasta Boat, Bare Lifts, Perfect Fit Button, Pet Rider, Fresh Sticks, Jupiter Jack, Sticky Buddy and Robo Stir ("Products") under the offer that they would receive an additional Product as a "bonus" or for "free" (or other similar term) at any time from October 16, 2010 to December 1, 2011, and paid a separate fee for the additional Product (the "Settlement Class.")

PLEASE READ THIS NOTICE CAREFULLY. THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU. YOU MAY BENEFIT FROM READING THIS NOTICE.

I. WHAT THIS SETTLEMENT IS ABOUT

This lawsuit was filed against Telebrands Corp. ("Telebrands" the "Company" or "Defendant") in the Superior Court for the State of California, County of San Luis Obispo, on behalf of the Settlement Class (the "Action"). The complaint alleges that Defendant marketed its Products through advertising that consumers would receive an additional product as a "bonus" or for "free" when in reality consumers were charged and required to pay shipping, processing or handling charges in excess of what is permitted by law. The complaint seeks damages, injunctive and declaratory relief under California's False Advertising Law, which makes it unlawful as part of an advertising plan or program, or by any other means, for a retailer to represent that the consumer will receive a free gift (or other similar term) and that as a condition of receiving the free gift, the consumer must pay money for shipping that exceeds the average cost of postage or the exact amount for the shipping or that the consumer must pay for handling that is not reasonable or exceeds the actual cost of handling or the greater of \$3.00 or 80% of the actual cost of the gift item.

Telebrands has denied liability. However, to resolve this dispute without further cost or delay, plaintiff and Telebrands have entered into a settlement that provides benefits to the

eligible class members as described below. This settlement is not an admission of wrongdoing by any party.

If approved by the Court, the settlement will provide certain benefits to the Settlement Class and a dismissal of the lawsuit and release of claims against the Company as described below.

Judge Barry T. LaBarbera has granted preliminary approval of the settlement, has conditionally certified the Settlement Class defined above and has scheduled a final fairness hearing, which will take place on _____, at _____ .m. in Department 2 of the Superior Court for the State of California, County of San Luis Obispo, 1035 Palm Street, San Luis Obispo, CA 93408.

This notice explains the nature of the lawsuit and the terms of the settlement and informs you of your legal rights and obligations.

Plaintiff and Defendant have agreed to the settlement described below. If you do not wish to be part of the settlement, you must request to be excluded from the Settlement Class in the manner described below.

II. BENEFITS PROVIDED TO SETTLEMENT CLASS MEMBERS

A. Compensation

1. Telebrands will pay a total of \$300,000.00 in compensation to Settlement Class Members who purchased a Product directly from Telebrands Corp. under the offer that they would receive an additional Product as a "bonus" or for "free" (or other similar term) at any time from October 16, 2010 to December 1, 2011, and paid a separate fee for the additional Product subject to the terms of the Settlement Agreement which are summarized below.

2. To be eligible for compensation, a Settlement Class Member must submit a Claim Form. Payment will be made to all Settlement Class Members who submit a Claim Form, and do not seek exclusion from the Class ("Claimant.") Each Claimant will be entitled to \$5.00. If the class claims exceed the net settlement fund of \$300,000.00 after deduction of attorney's fees, reasonable costs and expenses incurred by Class Counsel, and the incentive award paid to the Class Representative, the settlement funds shall be allocated among the Claimants on a pro-rata basis. If the class claims do not exceed the sum of \$50,000.00, then Defendant shall pay the difference between the amount of actual class claims and the sum of \$50,000.00 to a *cy pres* charity as agreed by the Parties and allowed under the laws of California. Any remaining funds greater than the class claims and the distribution floor of \$50,000.00 shall revert to defendant.

3. In addition to the gross settlement of \$300,000.00, Defendant shall pay all costs associated with providing class notice and settlement administration.

4. Payments will be made to Settlement Class Members by check delivered by U.S. Mail after final approval of the settlement. As used herein, final approval of the settlement means the entry of an Order by the Superior Court approving the settlement that is no longer subject to appeal.

III. RELEASE OF CLAIMS

If the Court approves the settlement, each Settlement Class Member shall be deemed to have released each Released Party (defined below) of and from any and all Released Claims.

Released Claims means any claim for damages (including, but not limited to, compensatory, consequential, special, statutory, exemplary or punitive), injunctive relief, based upon a violation of the FAI, or the UCL or any other statute, common law principle, whether known or unknown, asserted or unasserted by the Releasing Parties against the Released Parties based on the claim that the Defendant marketed and sold its Products through advertising that consumers would receive an additional Product as a "bonus," or for "free," or any similar language stating or implying that the additional Product would be received at minimal or no cost when in reality consumers were charged and required to pay shipping, processing or handling charges in excess of the actual cost to ship, process, or handle the additional Product. This release does not release or purport to release any claims of a governmental entity and it does not release or purport to release any other claims that the Releasing Parties may have arising out of Defendant's marketing or sale of any other products.

Released Party(ies) means Defendant, its

predecessors, successors, assigns, its past, present and future parents, subsidiaries, affiliates, divisions, departments, vendors, and all of the past, present and future officers, directors, employees, stockholders, partners, agents, servants, successors, attorneys, auditors, consultants, representatives, insurers, and subrogees, of any and all of the foregoing. It is expressly understood that any Released Party that is not a party to this Agreement is an intended third party beneficiary of this Agreement.

IV. ATTORNEY'S FEES, COSTS, AND INCENTIVE AWARD

Class counsel will file a petition for an award of attorney's fees, costs and expenses, and an incentive award payable to the Class Representative. The Court will determine the amount of the award, but the amount of attorney's fees cannot exceed \$100,000.00, plus reasonable costs and expenses incurred in the litigation, and the incentive award will not exceed \$5,000.00. The award will be paid out of the Settlement Fund.

V. CLASS COUNSEL'S OPINION OF THE SETTLEMENT

As part of this litigation, the Court-approved Class Counsel has conducted an investigation and discovery into the claims of the Settlement Class members and the defenses that might be asserted thereto. The investigation has included a review of relevant documents produced by the Company and a third party fulfillment company; and an analysis of relevant legal issues. Based on this investigation, Class Counsel believes that the settlement is fair, reasonable and adequate and in the best interests of the Settlement Class. Class Counsel has taken into account the expense and length of continued

proceedings necessary to continue to prosecute this case through verdict, judgment and appeals and the uncertainty and risk of the outcome of continued litigation, especially in complex actions such as these as well as the difficulties and delays inherent in such actions. In addition, the Honorable Ronald Sabraw, retired Superior Court Judge mediated the settlement discussions and this settlement was only achieved after lengthy arms-length negotiations before Judge Sabraw.

VI. FAIRNESS HEARING

A hearing will be held on the fairness of the proposed settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed settlement, including the amount of any award to Class Counsel for attorney's fees costs and expenses. The hearing will take place on _____ at _____ .m. before Judge Barry T. LaBarbera, in Dept. 2 of the Superior Court of the State of California, County of San Luis Obispo, 1035 Palm Street, San Luis Obispo, CA 93408. YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT AND WISH TO PRESENT AN ARGUMENT TO THE COURT AS TO YOUR OBJECTION.

If the settlement is not approved, the case will proceed. There can be no assurance that if the settlement is not approved, the Settlement Class will recover more than is provided in the settlement, or indeed, anything.

VII. WHO REPRESENTS YOU

The Court has approved the law firm identified below to represent the Settlement Class. The Class Counsel who is designated to respond to questions from Settlement Class

Members is also identified below. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense to advise you as to your rights under the settlement.

Class Counsel:

Stephen G. Geihs, Esq.
Law Offices of Stephen G. Geihs
314 Pomeroy Ave., P.O. Box 155
Pismo Beach, CA 93448
Tele: (805) 773-4601

VIII. YOUR OPTIONS

A. Submit a Claim Form.

If you wish to receive the relief provided under the settlement, you must submit a Claim Form. You can complete or get a Claim Form on the Internet at http://www. .com, and submit it on line. Alternatively, you may submit your Claim Form by mailing it to the following address: _____, Administrator _____. It must be postmarked no later than _____. If you received a Notice in the mail or by e-mail, a Claim Form was enclosed, and you have been identified as potential class member. If you did not receive a Claim Form, you can obtain from http://www. .com, where you can also submit it online, or call toll-free, 1-800 _____ or write the Claim Administrator at _____. Be sure to include your name and mailing address. **TO BE VALID, ALL CLAIM FORMS MUST BE POSTMAKED OR SUBMITTED BY _____.**

B. Exclude Yourself From the Settlement Class.

You have the right to exclude yourself from the class action settlement by completing and returning a request for exclusion to the Claims

Administrator, _____, at _____, by _____, 2017. By excluding yourself from the settlement, you will not be legally entitled to receive any of the benefits provided under the settlement and will not be allowed to submit any objections to the settlement. If certain conditions to the Settlement Agreement do not occur, the Company will have the option of withdrawing from the settlement. The request for exclusion must be postmarked by _____, 2017 and must list your name, address, and the name and number of this case. The requests for exclusion must be personally signed by the person requesting exclusion. You must also mail copies of the request for exclusion to each of the attorneys whose address is provided below, and such mailing must be postmarked by _____ 2017.

Class Counsel:

Stephen G. Geihs, Esq.
Law Offices of Stephen G. Geihs
314 Pomeroy Avenue
P.O. Box 155
Pismo Beach, CA 93448

Defendant's Counsel

Matthew G. Ball, Esq.
K&L Gates LLP
4 Embarcadero Center, Suite 1200
San Francisco, CA 94111

C. You May Object to the Settlement.

To submit an objection to the settlement, you must file your written objection with the Clerk of the Superior Court, 1035 Palm Street, Rm. 385, San Luis Obispo, CA 93408. The objection must be filed with the Clerk of the Court on or before _____, 2017 and must refer to the name and number of this case. You must also send a copy of your objection by first class mail to Class Counsel and Defendant's Counsel listed above, and such

mailing must be postmarked by _____, 2017. Any objection must include your name and address, telephone number and a statement of the reasons why you believe that the Court should find that the proposed settlement is not fair or is not in the best interests of the Settlement Class. You must also submit proof of class membership. You may also appear at the hearing before Judge Barry T. LaBarbera on _____ at _____ a.m. and request to be heard by the Court as to your objection. If you wish to be heard by the Court at the Fairness Hearing, you must so indicate in your objection filed with the Court. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU WISH TO PRESENT AN ARGUMENT TO THE COURT AS TO YOUR OBJECTION. PLEASE NOTE THAT IT IS NOT SUFFICIENT TO SIMPLY STATE THAT YOU OBJECT. YOUR OBJECTION SHOULD STATE THE REASONS WHY YOU OBJECT TO THE SETTLEMENT OR WHY IT SHOULD NOT BE APPROVED.**

If the Court approves the settlement, persons who objected to the settlement will be bound by its terms, including but not limited to the Release of Claims described above. If you do not wish to receive the benefits and provide the Release of Claims described above, you should request exclusion from the Settlement Class according to the procedures described above. You may **not** object to the settlement and also ask to be excluded from the settlement. Any submission that asserts an objection and a request for exclusion will be treated as an objection. An objector will be bound by the Settlement Agreement if the Court approves it.

IX. THIS NOTICE ONLY PROVIDES A GENERAL DESCRIPTION

This description of the case contained in this notice is general and does not cover all of the issues and proceedings thus far. In order to see the complete file, including a copy of the Settlement Agreement, you should visit the office of the Clerk of the Superior Court for the State of California, County of San Luis Obispo, at 1035 Palm Street, San Luis Obispo, CA 93408. The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense. Certain documents are also available on the settlement website: _____

X. INQUIRIES

Any questions you or your attorney may have concerning this notice should be directed to Class Counsel at the address listed above. Please include the case name and number, and your name and your current return address on any letters, not just the envelopes. You may also contact Class Counsel at (805) 773-4601. Information is also available on the settlement website: _____

Please do not contact the Court, the Court Clerk or Defendant's Counsel; as they are not in a position to give you any advice about this settlement.

By Order of the Court Dated: _____, 2017

HONORABLE BARRY T. LaBARBERA

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO

EXHIBIT “B”

IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF SAN LUIS OBISPO
Greenwood v. Telebrands Corp., Case No. 14CV-0539

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: All persons while residing in California who purchased any product directly from Telebrands Corp. marketed under the names Crazy Critters, Windshield Wonder, Heeltastic, Shoes Under, Aluma Wallet, Insta Bulb, Lint Lizard, Chef Basket, EZ Combs, Edge of Glory, Pasta Boat, Bare Lifts, Perfect Fit Button, Pet Rider, Fresh Sticks, Jupiter Jack, Sticky Buddy and Robo Stir ("Products") under the offer that they would receive an additional Product as a "bonus" or for "free" (or other similar term) at any time from October 16, 2010 to December 1, 2011, and paid a separate fee for the additional Product (the "Settlement Class.")

WHAT THIS SETTLEMENT IS ABOUT. This lawsuit was filed against Telebrands Corp. on behalf of the Settlement Class. The Complaint alleges that Telebrands marketed its Products through advertising that consumers would receive an additional Product as a "bonus" or for "free" when in reality consumers were charged and required to pay shipping, processing or handling charges in excess of what is permitted by law. Telebrands denies liability in the matter. To resolve this matter without the expense and uncertainties of litigation, the Parties have reached a proposed settlement. This settlement is not an admission of wrongdoing by any party.

WHAT THIS SETTLEMENT PROVIDES. Telebrands will pay \$300,000.00 for compensation to Settlement Class, and for payment of attorney's fees, costs and expenses, and the incentive award to the class representative. To be eligible for payment from the settlement, Settlement Class members must submit a Claim Form. If the settlement is approved, payment will be sent directly to Settlement Class members who timely submit a Claim Form. Settlement Class members are anticipated to receive a \$5.00 refund for each timely received Claim Form. In return for these benefits, the lawsuits will be dismissed and members of the Settlement Class who do not exclude themselves will be deemed to have released all claims in this settlement against Telebrands based on Telebrands' marketing and sale of the Products.

THIS IS ONLY A SUMMARY NOTICE. Further details of the settlement, the release, provisions for attorney's fees and costs, and other pertinent information about the terms of the settlement are set forth in the Notice. You may obtain a copy of the Notice by visiting the settlement website: _____ or by mailing a request for the Notice to the Claims Administrator: [_____] [_____].

WHO REPRESENTS the Members of the Class? The Court has appointed the Law Offices of Stephen G. Geihs to represent the Settlement Class. You may hire your own attorney if you wish at your own expense.

FAIRNESS HEARING. A hearing will be held on _____, at ____ a.m. before Honorable Barry T. LaBarbera in Department 2 of the Superior Court for the State of California, County of San Luis Obispo, 1035 Palm Street, San Luis Obispo, CA 93408, to determine the fairness of the proposed settlement, including the amount of any award for costs and attorney's fees. The date for the hearing may be changed without notice. **YOU ARE NOT OBLIGATED TO ATTEND THIS HEARING.**

TO OBJECT TO THE SETTLEMENT. If you are a member of the Settlement Class and wish to comment or object to the settlement you must timely file your objection or comments in writing with the Clerk of the Superior Court for the State of California, County of San Luis Obispo, 1035 Palm Street, Rm. 385, San Luis Obispo, CA 93408, on or before _____ and follow other procedures described in the Notice.

TO EXCLUDE YOURSELF FROM THE CLASS. If you are a member of the Settlement Class, you have the right to exclude yourself from both the Settlement Class and the settlement by following the procedures described in the Notice postmarked no later than _____.

For more information, you can visit the settlement website at _____. **Please Do Not Contact The Court or The Clerk of The Court Concerning This Notice.**

By Order of the Court Dated: _____, 2017

THE HONORABLE BARRY T. LaBARBERA

EXHIBIT “C”

EXHIBIT "C"
CLAIM FORM
Greenwood v. Telebrands Corp.

THIS CLAIM FORM MUST BE SUBMITTED VIA THE SETTLEMENT WEBSITE OR POSTMARKED NO LATER THAN [DATE]

If you wish to accept the benefits of the monetary compensation as described in the Settlement Agreement and Class Notice, you must submit this Claim Form.

There are two ways to submit a Claim Form:

1. Submit a completed form online via the Settlement Website, [settlement website] by no later than [Date] 11:59 p.m., Pacific Time; or
2. Mail a completed form to the Telebrands Settlement Administrator, Rust Consulting at [address] postmarked no later than [Date].

Qualification. To qualify for the monetary compensation, you must have purchased one or more of any of the following products: **Crazy Critters, Windshield Wonder, Heeltastic, Shoes Under, Aluma Wallet, Insta Bulb, Lint Lizard, Chef Basket, EZ Combs, Edge of Glory, Pasta Boat, Bare Lifts, Perfect Fit Button, Pet Rider, Fresh Sticks, Jupiter Jack, Sticky Buddy and Robo Stir (the "Products") in California under the offer that you would receive an additional Product as a "bonus" or for "free" (or other similar term) at any time from October 16, 2010 to December 1, 2011, and paid a separate fee for the additional Product.** Officers, directors, and employees of Telebrands Corp. are not eligible to receive monetary compensation. **If you have received this Claim Form either by mail or email, you have been identified as a qualifying consumer for the monetary compensation as set forth in the Settlement Agreement and Class Notice.**

Directions. If you are submitting the Claim Form by mail, after you complete the Information section, date and sign the form. If you are submitting by the website after completing the Information section, date and type your name on the signature line as an affirmation of your identity. **Incomplete, invalid or illegible Claim Forms may not be considered.** If you have questions about this Claim Form visit [settlement website] or call the claims administrator at 1-800 _____.

Information:

Your Name (First, MI, Last): _____
Current Street Address: _____
City, State and Zip Code: _____
Telephone No.: _____

I purchased one or more of the Products in California between October 16, 2010 and December 1, 2011, and I am not an officer, director, or employee of Telebrands Corp. The information I provided on this Claim Form is true and correct to the best of my knowledge.

Dated: _____

Signed: _____

PROOF OF SERVICE
(Section 1013a, 2015.5 CCP, 28 USC 1746)

STATE OF CALIFORNIA)
)
COUNTY OF SAN LUIS OBISPO)

I am employed in the County of San Luis Obispo, State of California. I am over the age of 18 years, and not a party to the within action; my business address is 314 Pomeroy Avenue, Pismo Beach, California 93449.

On August 17, 2017 I served the foregoing document(s) described as:

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

on the interested parties in this action by transmitting true copies thereof as follows:

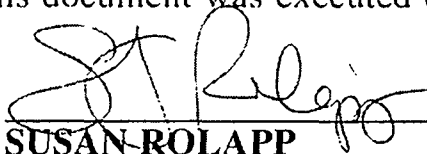
Matthew G. Ball, Esq.
K&L Gates LLP
4 Embarcadero Center, Suite 1200
San Francisco, CA 94111
Email: matthew.ball@klgates.com
(Attorneys for Defendant)

XX BY MAIL - On the above date, at Pismo Beach, California, I caused the above to be placed, with prepaid postage thereon, in the United States mail.

XX EMAIL - On the above date, I caused such document to be transmitted to the offices of the addressee.

BY PERSONAL SERVICE - By personally delivering the above-captioned documents to the parties within.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and this document was executed on August 17, 2017, at Pismo Beach, California.



SUSAN ROLAPP