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FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA
11/03/2020
Darrel E. Parker, Executive Officer
BY Robles, Veronica
Deputy Clerk

7 *Attorneys for Plaintiff and the Settlement Class*

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9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
10 **COUNTY OF SANTA BARBARA**

11 DIANE HIGHTREE, individually and on behalf
12 of all others similarly situated,
13
14 Plaintiff,
15
16 vs.
17 AMPLIFY, LTD., and DOES 1 through 10,
18 inclusive,
19 Defendants.

Case No. 20CV01532
[CLASS ACTION]
Assigned to Hon. Thomas P. Anderle
[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT
Date: November 3, 2020
Time: 10:00 AM
Dept.: 3
Complaint Filed: March 20, 2020

1 WHEREAS, Plaintiff in the above-captioned action, Diane Hightree (“Plaintiff”), and
2 Amplify, Ltd. (“Defendant”) (collectively, the “Parties”) have reached a proposed settlement and
3 compromise of the disputes between them in this action as set forth in the Class Action
4 Settlement Agreement (the “Settlement”);

5 WHEREAS, the Parties have applied to the Court for preliminary approval of the
6 Settlement;

7 AND NOW, the Court, having read and considered the Settlement and accompanying
8 documents and the Motion for Preliminary Approval of Class Action Settlement and supporting
9 papers, and all capitalized terms used herein having the meaning defined in the Settlement, IT IS
10 HEREBY ORDERED AS FOLLOWS:

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

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

17 3. For purposes of the Settlement, the Court certifies the Settlement Class, as
18 follows:

19 All persons in the United States who purchased one or
20 more Covered Product at any time during the time period
21 between March 20, 2016, through the deadline for claim
22 submission set forth in the Preliminary Approval Order.

23
24 Excluded Persons are: (1) the Honorable Thomas P. Anderle; (2) any member of his immediate
25 family; (3) Defendant; (4) any of Defendant’s subsidiaries, parents, affiliates, and officers,
26 directors, employees, legal representatives, heirs, successors, or assigns; (5) counsel for the
27 Parties; and (6) any persons who timely opt-out of the Settlement Class;

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

6 5. The Court orders that Diane Hightree is appointed as the Representative Plaintiff.
7 The Court also orders that Clarkson Law Firm, P.C. is appointed Class Counsel. The Court
8 preliminarily finds that the Representative Plaintiff and Class Counsel fairly and adequately
9 represent and protect the interests of the absent Settlement Class Members in accordance with
10 Cal. Code Civ. Proc. § 382.

11 6. A Final Approval Hearing shall be held before this Court in Department 3 of the
12 Santa Barbara Superior Court, to address: (a) whether the proposed Settlement should be finally
13 approved as fair, reasonable, and adequate, and whether the Final Approval Order and Judgment
14 should be entered; and (b) whether Class Counsel's application for attorneys' fees, costs,
15 expenses and service award should be approved. Consideration of any application for an award
16 of attorneys' fees, costs, expenses, and service award shall be separate from consideration of
17 whether or not the proposed Settlement should be approved, and from each other, and shall be
18 embodied in separate orders. The Court will not decide the amount of any service award or Class
19 Counsel's attorneys' fees until the Final Approval Hearing.

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

26 8. The Court approves, as to form and content, the notice and claim form
27 substantially in the form attached to the Settlement Agreement.

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1 9. The Court finds that the Parties' plan for providing notice to the Settlement Class
2 (the "Notice Plan") described in the Settlement constitutes the best notice practicable under the
3 circumstances and constitutes due and sufficient notice to the Settlement Class, the terms of the
4 Settlement Agreement, and the Final Approval Hearing, and complies fully with the
5 requirements of the California Rules of Court, the California Code of Civil Procedure, the
6 California Civil Code, the Constitution of the State of California, the United States Constitution,
7 and any other applicable law.

8 10. The Court further finds that the Notice Plan adequately informs members of the
9 Settlement Class of their right to exclude themselves from the Settlement Class so as not to be
10 bound by the terms of the Settlement Agreement. Any member of the Class who desires to be
11 excluded from the Settlement Class, and therefore not bound by the terms of the Settlement
12 Agreement, must submit a timely and valid written Request for Exclusion pursuant to the
13 instructions set forth in the Notice.

14 11. The Court appoints CPT Group, Inc. as the Claims Administrator.

15 12. Any member of the Class who elects to be excluded shall not be entitled to
16 receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any
17 claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement
18 Agreement or appear at the Final Approval Hearing. The names of all Persons timely submitting
19 valid Requests for Exclusion shall be provided to the Court.

20 13. Service of all papers on counsel for the Parties shall be made as follows: for Class
21 Counsel, to Ryan J. Clarkson at Clarkson Law Firm, P.C., 9255 Sunset Blvd., Suite 804, Los
22 Angeles, California 90069. Only Settlement Class Members who have submitted valid and
23 timely written objections to the Settlement, together with supporting papers, shall be entitled to
24 be heard at the Final Approval Hearing.

25 14. Any Settlement Class Member who does not make a valid written objection as set
26 forth by the Settlement shall be deemed to have waived such objection and forever shall be
27 foreclosed from making any objection to the fairness or adequacy of the proposed settlement as
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1 incorporated in the Settlement Agreement, the payment of attorneys' fees and costs, service
2 award or the Final Approval Order and Judgment.

3 15. Any Settlement Class Member who does not submit a valid Opt Out as set forth
4 by the Settlement shall not be excluded from the Settlement Class.

5 16. Any Settlement Class Member who is not excluded from the Settlement Class
6 shall be deemed to have released the Settled Claims.

7 17. The Claims Administrator shall post the Settlement on the Settlement Website.
8 The Settlement shall include the approved class definition set forth in Paragraph 3 above and the
9 final notices and claim form.

10 18. In the event that the proposed Settlement is not approved by the Court, or in the
11 event that the Settlement becomes null and void pursuant to its terms, this Order and all orders
12 entered in connection therewith shall become null and void, shall be of no further force and
13 effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in
14 any other case or controversy; in such event the Settlement and all negotiations and proceedings
15 directly related thereto shall be deemed to be without prejudice to the rights of any and all of the
16 Parties, who shall be restored to their respective positions as of the date and time immediately
17 preceding the execution of the Settlement.

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Event	Proposed Date
Notice Period Begins	20 calendar days after entry of the Preliminary Approval Order
Notice Period Ends	7 days after Notice Period Begins
Objection/Opt-out Deadline	60 days after Notice Period Ends
Claims Deadline	60 days after Notice Period Ends
Final Approval Hearing	March 2, 2021

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24 19. The Court may, for good cause, extend any of the deadlines set forth in this Order
25 without further notice to the Settlement Class Members. The Final Approval Hearing may, from
26 time to time and without further notice to the Settlement Class, be continued by order of the
27 Court.

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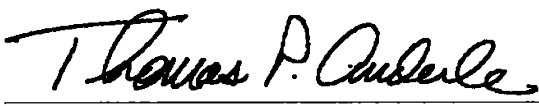
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20. The Final Approval Hearing may be adjourned or continued without further notice to the Class.

IT IS SO ORDERED.

Dated: 11/06/2020



Honorable Thomas P. Anderle

Clarkson Law Firm, P.C.
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Los Angeles, California 90069

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PROOF OF SERVICE
SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

I am employed in the County of LOS ANGELES, State of CALIFORNIA. I am over the age of 18 and not a party to within action; my business address is **9255 Sunset Blvd., Suite 804, Los Angeles, CA 90069.**

On November 3, 2020, I served the foregoing documents described as

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

on interested parties in this action by sending a true copy of the document to the following parties as follows:

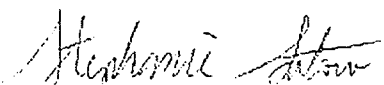
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San Francisco, CA 94111
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Fax: (415) 471-3400

X (BY ELECTRONIC MAIL) I caused the document(s) to be successfully transmitted via electronic mail to the offices of the addressees.

Executed on November 3, 2020, at Los Angeles, California.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Stephanie Satow