

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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MARK PINTER, individually and on behalf of
all others similarly situated,

Plaintiff,

Case No. 1:22-cv-00185-WFK-MMH

-v-

LAND AIR SEA SYSTEMS, INC.

Defendant.
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FINAL APPROVAL ORDER AND JUDGEMENT

WHEREAS, this matter came before the Court for hearing on April 15, 2026 (the “Final Approval Hearing”) on motion of the Plaintiff in the above-captioned action (the “Action”) to, among other things, determine (i) whether the terms and conditions set forth in the Class Action Settlement Agreement dated as of March 20, 2025 (the “Settlement Agreement”) and the settlement (the “Settlement”) embodied therein, are fair, reasonable, and adequate and should be approved by the Court; (ii) whether a Judgment providing, among other things for the dismissal with prejudice of the Action against all defendants as provided for in the Settlement Agreement, should be entered; and

WHEREAS, the Court, in its Order entered on August 4, 2025 (ECF No. 50, the “Preliminary Approval Order”) that, *inter alia*, (a) preliminarily approved the class action settlement as set out in the Class Action Settlement Agreement; (b) preliminarily certified the proposed settlement class described in the Class Action Settlement Agreement for purposes of the settlement; (c) preliminarily appointed Plaintiff as the settlement class representative; (d) preliminarily appointed Plaintiff’s counsel, Todd S. Garber of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP, as class counsel; (e) appointed Angeion Group as the settlement

administrator; (f) found that the proposed notice plan constitutes the best notice practicable under the circumstances and directed that notice be disseminated pursuant to the terms of the proposed notice plan;

WHEREAS, the provisions of the Preliminary Approval Order as to notice were complied with; and

WHEREAS, on April 8, 2026, the Class Representative moved for final approval of the Settlement and for the award of a Service Award, as set forth in the Preliminary Approval Order; and

WHEREAS, on April 8, 2026, Class Counsel moved for an award of Class Counsel Fees, as set forth in the Preliminary Approval Order; and

WHEREAS, the Final Approval Hearing was duly held before this Court on April 15, 2026, at which time all interested persons and entities were afforded the opportunity to be heard; and

WHEREAS, this Court has considered all matters submitted to it at the Final Approval Hearing and all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Class Action Settlement Agreement is incorporated by reference in this Judgment as though fully set forth herein. All capitalized terms used herein shall have the meanings set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members and the Settlement Administrator.

3. Pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Action is hereby finally certified as a class action on behalf of the following:

All persons within the United States who purchased one or more of Defendant's products either from Defendant's website or from Amazon between January 12, 2018 and January 12, 2022.

Excluded from Settlement Class are: (1) the Court, Court employees, and members of their respective families; and (2) persons who properly execute a timely request for exclusion from the Class; and (3) owners, officers, directors, or employees of Defendant or any related entities.

4. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Class Representative are typical of the claims of the Class she seeks to represent; (d) the Class Representative and Class Counsel have and will fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the members of the Class predominate over any questions affecting only individual members of the Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, plaintiff Mark Pinter is certified as the Class Representative and Todd S. Garber of the law firm of Finkelstein, Blankinship, Frei-Pearson & Garber LLP and Paul M. Sod of the Law Offices of Paul M. Sod are certified as Class Counsel.

6. Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the class notice, was given to all class members who could be identified

with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

7. Pursuant to and in compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that due and adequate notice of these proceedings was directed to all persons and entities who are Class Members, advising them of the Settlement and of their right to exclude themselves from the Class, to submit a claim, and to object to the Settlement, and a full and fair opportunity was accorded to all persons and entities who are Class Members to be heard with respect to the foregoing matters. Thus, it is hereby determined that all Class Members who did not timely and properly elect to exclude themselves by written communication postmarked or otherwise delivered on or before the date set forth in the Preliminary Approval Order and the class notice are bound by this Order and Judgment.

8. This Court finds that the persons and entities identified on Exhibit A hereto timely filed a properly completed written request to exclude themselves from the Class, pursuant to the procedures set forth in the Preliminary Approval Order. Accordingly, all such persons and entities are hereby excluded from the Class, shall not be bound by the terms of this Order and Judgment and shall not be entitled to the receipt of any payment from the Settlement Fund.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement as set forth in the Class Action Settlement Agreement, and finds that Settlement, including but not limited to the terms of the Class Action Settlement Agreement

governing the payments to be paid to class members and the procedures for submission of claims, the review and determination of the validity of such claims, and the distribution of payments to class members, is, in all respects, fair, reasonable, and adequate, and in the best interests of the Class Members, including the Class Representative, taking into account the costs, risks, and delay of trial and appeal, the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims, and the terms of the proposed award of attorney's fees and expenses, including timing of payment; and the Settlement treats class members equitably relative to each other. This Court further finds that the Settlement set forth in the Class Action Settlement Agreement is the result of arm's length negotiations between experienced counsel representing the interests of the parties and that Class Counsel has concluded that the proposed Settlement is fair, reasonable, and adequate.

10. Accordingly, the Settlement embodied in the Class Action Settlement Agreement is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Class Action Settlement Agreement.

11. The Action and all claims asserted therein are dismissed with prejudice and without costs, as such costs are identified in 28 U.S.C. § 1920.

12. Upon the Effective Date, the Plaintiff, Class Representative, and each Settlement Class member, on behalf of themselves, and each of their predecessors, successors, beneficiaries, heirs, executors, conservators, administrators, assigns, officers, directors, representatives, owners, and anyone claiming to be acting by, through, or on behalf of them (a) to have released, waived, discharged and dismissed each and every of the Released Claims against the Released Parties; (b) shall forever be enjoined from commencing, instituting or prosecuting any or all of the Released Claims against any of the Released Parties; and (c) shall not institute, continue, maintain or assert,

either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person or entity who may claim any form of contribution or indemnity from any of the Released Parties in respect of any Released Claim.

13. Class Counsel are hereby awarded attorneys' fees of \$390,000.00 and expense reimbursement in the amount of \$8,784.08 (collectively, "Class Counsel Fees"), which sums the Court finds to be fair and reasonable. In making this award, the Court has considered and found that:

(a) The Class Notice advised that Class Counsel would move for an award of attorneys' fees of no more than 30% of the Settlement Fund, plus reasonable litigation costs and expenses incurred in their representation of Plaintiff and the Class Members;

(b) (The Action involves complex factual and legal issues, were actively prosecuted and, in the absence of the Settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;

(c) Todd S. Garber and his firm of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP and Paul M. Sod of the Law Offices of Paul M. Sod skillfully and zealously pursued the Action on behalf of the Class Representative and the Class;

(d) The hourly rates charged by Class Counsel are reasonable;

(e) Had Class Counsel not achieved the Settlement, there would remain a significant risk that the Class Representative and the Class would recover less or nothing from the Defendants; and

(f) The amount of attorneys' fees awarded herein are consistent with awards in similar cases.

14. The Class Counsel Fees awarded herein shall be paid by the Claims Administrator from the Settlement Fund in accordance with the terms of the Class Action Settlement Agreement.

15. The Court finds that an award to the Class Representative for his time and effort in representing the Class in the prosecution of the Action is fair and reasonable, and thus awards him a Service Award in the amount of \$5,000.00. The Service Award shall be paid by the Claims Administrator from the Settlement Fund in accordance with the terms of the Class Action Settlement Agreement.

16. The Settlement Administrator shall be awarded its Administrative Fees in the amount of \$40,009.92, in accordance with the terms of the Class Action Settlement Agreement.

17. No Settlement Class Member shall have any claim against the Class Representative, Class Counsel, the Defendants, the Released Parties, the Defendants' Counsel or the Settlement Administrator based on, arising out of, or related to, the amount of the payment to be paid to class members, the procedures for submission of claims, the review and determination of the validity of such claims and the distribution of payments to class members that are set forth, made or effected substantially in accordance with the Class Action Settlement Agreement and the Settlement embodied therein or further order of the Court.

18. The Court reserves jurisdiction, without affecting in any way the finality of this Order and Judgment, over (a) the implementation and enforcement of this Settlement; (b) the allowance, disallowance, or adjustment of any class member's claim; (c) enforcing and administering this Order and Judgment; (d) enforcing and administering the Class Action

Settlement Agreement, including any releases executed in connection therewith; and (e) other matters related or ancillary to the foregoing.

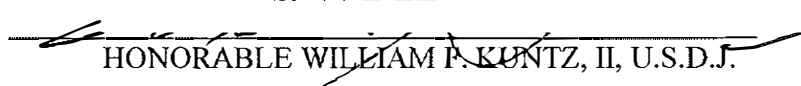
19. In the event that this Order and Judgment does not become Final or the Settlement is terminated pursuant to the terms of the Class Action Settlement Agreement, then this Order and Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and shall be vacated to the extent provided by the Class Action Settlement Agreement and, in such event: (a) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Class Action Settlement Agreement; and (b) the fact of the Settlement shall not be admissible in any trial of the Action.

20. Without further order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Class Action Settlement Agreement.

21. There is no just reason for delay in the entry of this Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED on this 15th day of April, 2026


s/WFK


HONORABLE WILLIAM P. KUNTZ, II, U.S.D.J.