

FILED

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ROBERT C. WILSON, J.S.C.

STEPHEN INOCENCIO and JOHN
CARVELLI, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

TELEBRANDS CORPORATION,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BERGEN COUNTY

Docket No. L-4378-16

**CONSENT ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT AND RELEASE AND RELATED RELIEF**

AND NOW, upon consideration of Plaintiffs' Motion for Preliminary Approval of Settlement and Release and Related Relief, (the "Motion"), the Settlement Agreement and the Exhibits attached thereto, and the Certification of Antonio Vozzolo and Counsel for Defendant having advised the court that Defendant has no opposition to the Motion, and the Court having considered the matter, as well as oral argument, and for good cause having been shown; it is hereby ORDERED that:

1. The Settlement was the result of the parties' good-faith negotiations. The Settlement was entered into by experienced counsel and only after extensive arm's-length negotiations. The Settlement Agreement is not the result of collusion.

2. The proceedings that occurred before the parties reached the Settlement Agreement gave counsel opportunity to adequately assess this case's strengths and weaknesses -- and thus to structure the Settlement in a way that adequately accounts for those strengths and weaknesses.

3. The Settlement falls well within the range of reason. The Settlement has no obvious deficiencies.

4. Because the Settlement meets the standards for preliminary approval, the Court preliminarily approves all terms of the Settlement, including the Settlement Agreement and all of its exhibits.

5. The Court provisionally certifies, for settlement purposes only, a Settlement Class of all persons in the United States, its territories, or at any United States military facility or exchange who purchased the following Settlement Class Products on or after January 31, 2014 and through the date of the Preliminary Approval Order: (i) "Pocket Top Brass II", (ii) "Pocket Hose Top Brass", (iii) "Pocket Hose Dura Rib II", (iv) "Pocket Hose Dura Rib", (v) "Pocket Hose Ultra", and (vi) the "Pocket Hose" models. Excluded from the Class are: (a) Telebrands employees, officers and directors, (b) persons or entities who purchased the Settlement Class Products for the purpose of re-sale, (c) retailers or re-sellers of the Settlement Class Products, (d) governmental entities, (e) persons who timely and properly exclude themselves from the Class as provided herein, (f) any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning any of the Settlement Class Products, and (g) the Court, the Court's immediate family, and Court staff.

6. The Court conditionally certifies the proposed Settlement Class, and finds that the requirements of Rules 4:32, *et seq.*, of the New Jersey Rules of Civil Procedure have been satisfied, for settlement purposes as follows: (a) the members of the Settlement Class are so numerous that joinder of all members is impracticable; (b) the Court determines that there are common issues of law and fact for the Settlement Class; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class that they represent; and (d) the Class Representatives will fairly and adequately protect and represent the interests of all

members of the Settlement Class and will continue to do so, and the Class Representatives are represented by counsel who are experienced and competent in the prosecution of complex class action litigation.

7. The Court further finds that the requirements of R. 4:32-1(b)(3), are satisfied, as follows: (a) questions of law and fact common to the members of the Settlement Class predominate over questions that may affect only individual members; and (b) a class action is superior to all other available methods for the fair and efficient adjudication of this controversy.

8. The Court finds that, because this Action is being settled rather than litigated, the Court need not consider manageability issues that might be presented by the trial of a class action involving the issues in this case.

9. The Court appoints Antonio Vozzolo of Vozzolo LLC as Class Counsel to represent the Settlement Class, and determines, for purposes of these settlement approval proceedings, that that they are experienced, competent and capable of exercising their responsibilities as Class Counsel and that they have fairly and adequately represented the interest of the Settlement Class for settlement purposes.

10. The Court hereby appoints Plaintiffs Stephen Inocencio and John Carvelli as Class Representative for the Settlement Class

11. This Court further approves the proposed methods for giving notice or notification procedures, including direct Notice and Publication Notice to the Members of the Settlement Class, as outlined in the Settlement Agreement and Plaintiffs' motion for preliminary approval. The Court has reviewed the notice, and the notice procedures, and finds that the Members of the Settlement Class will receive the best notice practicable under the

circumstances. The Court further orders that the Publication Notice Period shall run for 60 days from the date of this Preliminary Approval Order.

(a) Within twenty (20) calendar days following entry of the Preliminary Approval Order, the Settlement Administrator shall create a website dedicated to this settlement together with links to important case documents, such as the Preliminary Approval Order, this Stipulation of Settlement, the Class Action Complaint and the Amended Class Action Complaint, the Long Form Notice, downloadable Claim Forms, until the Claims Deadline.

(b) Within thirty (30) days following entry of the Preliminary Approval Order, Defendant shall also post links to the Settlement Website on Defendant's website where the Settlement Class Products are sold and marketed (including www.pockethose.com), which it shall maintain until the Claims Deadline.

(c) The Settlement Administrator or Defendant will cause to be published internet advertisements during the Claims Period, to obtain a minimum of 36,111,300 impressions as outlined in Notice Program proposed by Digital Settlement Group and the Parties.

(d) Within sixty (60) days following entry of the Preliminary Approval Order, the Settlement Administrator or Defendant will cause to be published the Short Form Notice once in the following publications, *People Magazine* and *American Profile's Community Table*.

(e) Within thirty (30) days following entry of the Preliminary Approval Order, Telebrands or its designee, through the Claims Administrator, will cause a copy of the Long Form Notice to be sent by Email to all Class Members for whom Defendant has email information. If any E-mail Notices are returned as undeliverable, Summary Notice shall be

mailed by the Claims Administrator, if a physical address is available, to the last known physical address that Telebrands has on file.

12. The Court finds that the Notice or notification procedures described herein and in the Settlement will provide the best notice practicable under the circumstances and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet the requirements of due process and Rule 4:32 (e)(1)(B) of the New Jersey Court Rules. Particularly in light of the seventy (74%) percent reach of the Notice program, which is consistent with other effective court-approved notice programs, the Court further finds that the notification procedures represent a reasonable manner of providing notice to those Class Members who will be bound by the Settlement; and provide individual notice to all Class Members who can be identified through a reasonable effort; and are reasonable calculated, under all the circumstances, to apprise the Class Members of the pendency of this Action, the terms of the Settlement, and their right to object to or exclude themselves from the Settlement class.

13. The Court approves the various deadlines set forth in the Settlement Agreement, and as set forth with more particularity herein.

14. In order to participate in the Settlement and receive a refund or reimbursement from Telebrands, members of the Settlement Class must mail or electronically submit or complete a claim form online. To be effective, any such Claim Form must be postmarked or electronically submitted at least 60 days after the last date of the published Notice Period identified in the Notice Plan or not later than February 10, 2017, and must otherwise comply

with the procedures and instructions set forth in the Claim Form. The Court finds that such period is due, adequate, and sufficient time.

15. The Court directs that a Fairness Hearing be held on March 3, 2017, to consider final approval of the Settlement (the "Final Approval Hearing" or "Fairness Hearing") including, but not limited to, the following issues: (a) whether the Class should be finally certified, for settlement purposes only; (b) the fairness, reasonableness, and adequacy of the Settlement; (c) Class Counsel's application for an award of attorneys' fees and costs; and (d) approval of an award of service payments to the Class Representative. The Final Approval Hearing may be adjourned by the Court and the Court may address the matters set out above including final approval of the Settlement, without further notice to the Settlement Class other than notice that may be posted at the Court and on the Settlement Website.

16. Persons wishing to object to the proposed Settlement and/or be heard at the Fairness Hearing shall follow the following procedures:

(a) To object, a member of the Settlement Class, individually or through counsel, must file a written objection with the Court, with a copy delivered to Class Counsel and Telebrands' Counsel at the addresses set forth below, by:

Settlement Class Counsel:

Antonio Vozzolo
Vozzolo, LLC
345 Route 17 South
Upper Saddle River, NJ 07458
Telephone: (201) 630-8820

Counsel for Telebrands:

Christine A. Amalfe
Gibbons PC
One Gateway Center
Newark, NJ 07102
Telephone: (973) 596-4829

(b) Any objection regarding or related to the Settlement Agreement shall contain a caption or title that identifies it as an objection to the Class Settlement in *Inocencio, et al. v. Telebrands Corp.*, Docket No. L-4378-16"; and shall also contain information sufficient to identify and contact the objecting Settlement Class Member, including the Settlement Class Member's name, current address, and telephone number, or the Settlement Class Member's lawyer's name, current address and telephone number; as well as a clear and concise statement of the Settlement class member's objection, documents sufficient to establish the basis for their standing as a Settlement Class Member, *i.e.*, verification under oath as to the date and location of their purchase of a Settlement Class Product or Proof of Purchase as defined in the Settlement Agreement and, the facts supporting the objection, and the legal grounds on which the objection is based.

(c) Any member of the Settlement Class who files and serves a timely written objection in accordance with this Order may also appear at the Fairness Hearing, to the extent permitted by the Court, either in person or through an attorney hired at the Settlement Class Member's expense, to object to the fairness, reasonableness or adequacy of the proposed Settlement. Any attorney representing a member of the Settlement Class for the purpose of making objections must also file a Notice of Appearance with the Clerk, and must also serve copies by mail to the counsel listed above.

(d) Members of the Settlement Class or their attorneys intending to appear at the Fairness Hearing must, by February 20, 2017, serve on Settlement Class Counsel and counsel for Telebrands, and file with the Court, a notice of Intent to Appear, which includes: (i) the name, address and telephone number of the Settlement Class member and, if applicable, the

name, address and telephone number of the Settlement Class member's attorney (who must file a Notice of Appearance); (ii) the objection, including any papers in support thereof; and (iii) the name and address of any witnesses to be presented at the Fairness Hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony.

(e) Any member of the Settlement Class who does not timely file and serve a Notice of Intent to Appear, and any witness not identified in the Notice of Intent to Appear, shall not be permitted to appear at the Fairness Hearing, except for good cause shown.

17. Members of either Settlement Class who elect not to participate in the Settlement (i.e., "opt-out") must submit a written request for exclusion that is postmarked no later than February 20, 2017. Telebrands shall compile a list of all Opt-Outs to be filed with the Court no later than seven calendar days prior to the Fairness Hearing.

18. Any member of the Settlement Classes failing to properly and timely mail such a written notice of exclusion shall be automatically included in the Settlement Class and shall be bound by all the terms and provisions of the Settlement Agreement and the Settlement, including the Release, and Order of Final Judgment. The Court shall resolve any disputes concerning the Opt-Out provisions of the Settlement Agreement.

19. The following are the deadlines for the following events:

EVENT	DATE
Deadline for publishing Notice	December 10, 2016
Filing of papers in support of Final Approval and Class Counsel's Application for Attorneys' Fee and Expenses	February 15, 2017

Deadline for submitting exclusion requests or objections	February 20, 2017
Filing of response to objections	February 27, 2017
Final Approval Hearing	March 3, 2017
Deadline for submitting claims forms	February 10, 2017

20. These dates of performance may be extended by order of the Court, for good cause shown, without further notice to the Settlement Class.

21. To the extent not otherwise defined herein, all defined terms in this order shall have the meaning assigned in the Settlement Agreement.

22. In the event that the Settlement does not become effective for any reason, this Preliminary Approval Order shall be rendered null and void and shall be vacated, and all orders entered in connection herewith shall be null and void to the extent provided by and in accordance with the Agreement. If the Settlement does not become effective, Telebrands and any other released persons shall have retained any and all of their current defenses and arguments thereto. This action shall thereupon revert immediately to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and any related order had not been executed.

23. Nothing in this Preliminary Approval Order, the Settlement Agreement, or any documents or statements related thereto, is or shall be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Telebrands, or an admission of the propriety of class certification for any purpose other than for purposes of the current proposed Settlement.

24. All other proceedings in the Action are hereby stayed until such time as the Court renders a final decision regarding approval of the proposed Settlement. No discovery with regarding to this Action, or with respect to this Settlement, shall be permitted other than as may be directed by the Court upon a proper showing by the party seeking such discovery by motion properly noticed and served in accordance with this Court's Rules. In addition, pending a determination on final approval of the Settlement, all Settlement Class Members are hereby barred and enjoined from commencing or prosecuting any action involving any Released Claims.

25. Class Counsel and Counsel for Defendants are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, to the form or content of the Settlement Notice or to any other exhibits, provided that the Parties jointly agree that such action are reasonable or necessary, and provided they do not limit the right of Class Members under the Settlement Agreement.

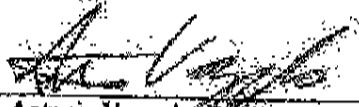
26. The Court shall retain continuing jurisdiction over the Action, the Parties and the Settlement Class, and the administration, enforcement, and interpretation of the Settlement. Any disputes or controversies arising with respect to the Settlement shall be presented by motion to the Court, provided, however, that nothing in this paragraph shall restrict the ability of the parties to exercise their rights under this Order.

DATE: 11/4/16


HON. ROBERT C. WILSON, J.S.C.

The undersigned hereby consent to the form, entry and substance of this Order:

VOZZOLO LLC
Attorneys for Plaintiffs

By: 
Antonio Vozzolo, Esq.

Dated: November 3, 2016

GIBBONS P.C.
Attorneys for Defendant

By: 
Christine A. Amalfe, Esq.

Dated: November 3, 2016