

FILED**6:18 pm, Nov 10, 2021**

Yitzchak Kopel (Bar No. 905352012)

BURSOR & FISHER, P.A.

888 Seventh Avenue

New York, NY 10019

Telephone: (646) 837-7150

Facsimile: (212) 989-9163

Email: ykopel@bursor.com

*Attorney for Plaintiffs*CHRISTOPHER GALLO, HOWARD TANG,
and KENNETH PETERSEN, on behalf
of themselves and all others
similarly situated,

Plaintiffs,

v.

TELEBRANDS CORPORATION,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX COUNTY

Case No. ESX-L-007123-21

CIVIL ACTION**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, (the "Motion"), the Settlement Agreement, the Declaration of Mark Schey, and the Certification of Yitzchak Kopel and the Exhibits attached thereto, 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. 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.

2. 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 Covered Products on or after September 21, 2015, and through the date of the Preliminary Approval Order: expandable Silver Bullet and Pocket Hose Bullet garden water hoses. Excluded from the Class are: (a) Telebrands employees, officers and directors, (b) persons or entities who purchased the Covered Products for the purpose of re-sale, (c) retailers or re-sellers of the Covered 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 Covered Products, and (g) the Court, the Court's immediate family, and Court staff.

3. 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.

4. 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.

5. 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.

6. The Court appoints Yitzchak Kopel of Bursor & Fisher, P.A. as Class Counsel to represent the Settlement Class, and determines, for purposes of these settlement approval proceedings, that that he is experienced, competent, and capable of exercising his responsibilities as Class Counsel and that he has fairly and adequately represented the interests of the Settlement Class for settlement purposes.

7. The Court hereby appoints Plaintiffs Christopher Gallo, Howard Tang, and Kenneth Petersen as Class Representatives for the Settlement Class

8. 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.

(a) Within thirty (30) 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, the Class Notices, and Claim Forms.

(b) The Settlement Administrator or Defendant will cause to be published internet advertisements during the Claims Period, to obtain a minimum of 74 million impressions as outlined in Notice Program proposed by Digital Settlement Group and the Parties.

(c) Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall cause a copy of the Postcard (Summary) Notice to be mailed to all Settlement Class Members for whom the parties have postal addresses. The Settlement Administrator shall send notice via email to all Settlement Class Members for whom email addresses are available. The Settlement Administrator shall submit to Class Counsel for filing with the Court a Certification that the requirements of this paragraph have been satisfied.

9. 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 (70%) 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.

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

11. In order to participate in the Settlement and receive

a refund or reimbursement thereunder, 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 by no later than 105 days following entry of preliminary approval order, 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.

12. A Fairness Hearing shall be held on February 17, 2022 at 2:00pm Eastern Standard Time 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 Representatives. 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.

13. 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 by not later than 90 days following entry of this preliminary approval order a written objection with the Court, with a copy delivered to Class Counsel and Defendant's Counsel at the addresses set forth below:*

Settlement

Class Counsel:

Yitzchak Kopel
Bursor & Fisher, P.A.
888 Seventh Avenue
New York, NY 10019

Counsel for

Defendant:

Jeffrey L. Richardson
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor
Los Angeles, CA 90067

(b) Any objection regarding or related to the Settlement Agreement shall be in writing and contain (a) the name of this Action; (b) the objector's full name, address, and telephone number (and, if applicable, the objector's

lawyer's full name, address, and telephone number); (c) a statement of his or her membership in the Settlement Class, including a verification under oath of Hoses(s) purchased and, to the extent known, the location, approximate date, and approximate price paid; (d) a written statement of all grounds for the objection, including any legal support for the objection; (e) copies of any papers, briefs, or other documents upon which the objection is based; (f) a list of any and all Persons who will be called to testify in support of the objection; (g) a statement of whether the objector or the objector's attorney intends to appear at the Final Approval Hearing; (h) a list and copies of any and all exhibits that the objector or the objector's lawyer intends to offer at the Final Approval Hearing; (i) the identify of any current or former lawyer who may be entitled to compensation for any reason related to the objection; and (j) a list of any other objections submitted by the Settlement Class member and/or his attorney(s) to any proposed class settlement in any state or federal court within the previous 5 years.

(c) Any objections not raised properly and timely will be waived. Any Settlement Class member who fails to file

and serve timely a written objection containing all of the information listed above, including notice of his or her intent to appear at the final approval hearing, shall not be permitted to object.

14. 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 90 days following entry of this preliminary approval order.* Defendant 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.

15. Any member of the Settlement Class 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.

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

EVENT	DATE
Deadline for publishing Notice	30 days following entry of preliminary approval order
Filing of papers in support of Final Approval and Class Counsel's Application for Attorneys' Fees and Expenses	60 days following entry of preliminary approval order
Deadline for submitting exclusion requests or objections	90 days following entry of preliminary approval order
Filing of response to objections	14 days prior to Final Approval Hearing
Deadline for submitting claims forms	105 days following entry of preliminary approval order
Final Approval Hearing	Feb.17,2022 at 2:00pm EST.

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

18. 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, Defendant 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.

19. 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 Defendant, or an admission of the propriety of class certification for any purpose other than for purposes of the current proposed Settlement.

20. 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

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.

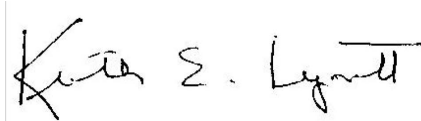
21. Class Counsel and Counsel for Defendants are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this order or the Settlement Agreement, including making, without further approval of the Court, 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.

22. 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.

6:18 pm, Nov 10, 2021

DATE: _____

A handwritten signature in black ink, reading "Keith E. Lynott", enclosed within a thin black rectangular border.

HON. KEITH E. LYNOTT

Reasons stated on the record.

*Provided the deadlines for Class notice have been timely satisfied as Certified by the Settlement Administrator. These deadlines may be adjusted if the milestone for Class Notice is not met or other issues with Class Notice come to the attention of the Court.

Telephonic status conference of all parties, including those submitting timely opposition: Jan 31, 2022 at 2:00pm EST.