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FILED
Superior Court of California
County of Los Angeles

12/10/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

LENORE MILEY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

BELKIN INTERNATIONAL, INC.,

Defendant.

CASE NO. 20STCV00033

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

Assigned for all purposes to:
The Honorable Carolyn B. Kuhl

Department: 12

1 The Motion for Preliminary Approval of Class Action Settlement (“Motion”) filed by
2 Plaintiff Lenore Miley (“Plaintiff”) came on for hearing in Courtroom 12 of the Superior Court of
3 California for the County of Los Angeles, the Honorable Carolyn B. Kuhl presiding. All parties
4 appeared by counsel of record.

5 Having fully reviewed and considered the Plaintiff’s Motion, the declaration of Plaintiff’s
6 counsel, the declaration of the settlement administrator, the Settlement Agreement and Release
7 (hereafter “Settlement Agreement”), the proposed E-Mail Notice, Mailed Notice, Class Notice
8 (long-form notice), Media Notice, and Claim Form, and the arguments of counsel presented to the
9 Court at the hearing of this Motion, and with GOOD CAUSE APPEARING, the Court hereby
10 rules as follows:

- 11 1. **Jurisdiction:** The Court has jurisdiction over the subject matter of the litigation,
12 the Plaintiff, the Defendant, and all Class Members.
- 13 2. **Approval of Motion:** The Court GRANTS preliminary approval of the terms and
14 conditions contained in the Settlement Agreement based on the Motion. The Court
15 finds that the terms of the Settlement Agreement are within the range of possible
16 approval at the final approval hearing. Unless otherwise provided in this Order, all
17 capitalized terms shall have the same meaning as set forth in the Settlement
18 Agreement. The Court also preliminarily finds that the Settlement Agreement was
19 negotiated at arm’s length by experienced counsel who were fully informed of the
20 facts and circumstances of the action and of the strengths and weaknesses of their
21 respective positions, including with the assistance of mediator Bruce A. Friedman
22 of JAMS.

- 23 3. **Class Definition:** On April 16, 2024, the Court certified the following class:

24 “All consumers who purchased any Belkin power bank in California
25 between January 2, 2016 and April 16, 2024.

26
27 Excluded from the Class are any of Belkin’s officers, directors, or
28 employees; officers, directors, or employees of any entity in which

1 Belkin currently has or has had a controlling interest; and Belkin's
2 legal representatives, heirs, successors, and assigns."¹

3 For the purposes of this Order, the Court refers to the previously-certified class as
4 the "Settlement Class" or "Class," and its members as "Class Members."

5 4. **Class Counsel:** The Court confirms the previous appointment of William F. Cash
6 III of Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A. as Class
7 Counsel, including now for Settlement purposes.

8 5. **Class Representative:** The Court confirms the previous appointment of Lenore
9 Miley as Class Representative, including now for Settlement purposes.

10 6. **Appointment of Settlement Administrator:** The Court APPROVES the selection
11 of Apex Class Action LLC as Settlement Administrator for purposes of this
12 Settlement.

13 7. **Class Notice:** The Court APPROVES, as to form and content, the Claim Form, the
14 Class Notice (long-form notice), the E-Mail Notice, Mailed Notice and Media
15 Notice, which are attached to the Settlement Agreement as Exhibits A, B, C, D and
16 E, respectively. The Court finds that the notice procedure set forth in the Settlement
17 Agreement, which includes the publication of the Settlement Website, targeted
18 media notice, electronic sending of the E-Mail Notice and, where appropriate, the
19 U.S. Mail distribution of the Mailed Notice, constitutes the best notice practicable
20 under the circumstances and is in full compliance with the laws of the State of
21 California, California Rules of Court 3.766 and 3.769, the Constitutions of the
22 United States of America and of California, and the requirements of due process and
23 any other applicable laws. The Court further finds that the notice materials fully
24 and accurately inform the Class Members of all material elements of the Settlement
25

26 ¹ Class Members were previously afforded a reasonable opportunity to request exclusion from the
27 Class. Accordingly, also excluded from the Class are all consumers who previously and validly
28 requested exclusion from the Class.

1 Agreement, of each Class Member's right to submit a claim, and of each Class
2 Member's right to object to the settlement.

3 a. The Court DIRECTS the Parties to compile and, no later than 10 days after
4 the date of entry of this Order, provide to the Settlement Administrator the
5 Class List as described in the Settlement Agreement. Within this same time
6 period, Simpluris, Inc. is ordered to deliver to the Settlement Administrator
7 the Class List (including each Class Member's contact information,
8 excluding persons who previously requested exclusion from the certified
9 Class) that it utilized to provide notice by e-mail and/or mail to Class
10 Members following certification, along with information on any invalid e-
11 mails, research conducted to identify alternate contact information for those
12 Class Members, any subsequent efforts to provide notice to those Class
13 Members.

14 b. The Court DIRECTS the Settlement Administrator to electronically send, no
15 later than 30 days after the date of entry of this Order, the E-Mail Notice to
16 each e-mail address on the Class List that was previously determined by
17 Simpluris to be valid. In addition, within the same time period, the
18 Settlement Administrator shall send the Mailed Notice via U.S. Mail to the
19 mailing addresses of those persons on the Class List, whose e-mail addresses
20 were determined to be invalid, as provided in the Settlement Agreement.
21 Further, within the same time period, the Settlement Administrator shall
22 commence the Media Notice, to run for a period of thirty (30) days.

23 c. The Court DIRECTS the Settlement Administrator to publish the Settlement
24 Website on the Internet at the URL www.MileyClassActionSettlement.com
25 (or a similar name agreed upon by the Parties, if that one is not available)
26 ("Settlement Website") beginning no later than 30 days after the entry of this
27 Order. The Settlement Website shall set forth a summary of the terms of the
28 settlement, and shall state the means by which Class Members may

1 communicate with the Settlement Administrator (including, but not limited
2 to, the Settlement Administrator's business name, address, telephone
3 number, and e-mail address), instructions on how to submit a Claim Form
4 (both electronically and by mail) and the deadline associated with doing so,
5 instructions on how to object to the Class Action Settlement and the deadline
6 associated with objecting, and a toll-free telephone number which Class
7 Members may call to reach the Settlement Administrator for questions. The
8 Settlement Website also shall provide, free of charge, a viewable, printable
9 and downloadable copy, in PDF file format, of each of the following
10 documents: the Settlement Agreement and Release; the Complaint; the
11 Answer to the Complaint; this Order preliminarily approving the Class
12 Action Settlement; the Claim Form; and the Class Notice. The Settlement
13 Website shall remain active for at least 180 days after the Settlement
14 Effective Date.

15 d. The Settlement Administrator shall take reasonable actions in furtherance of
16 obtaining correct mailing address information for Class Members,
17 determining Class Members' payment amounts, receiving and processing
18 Class Member disputes, and objections, and other claims administration
19 functions, as are specified in the Settlement Agreement.

20 e. The Court DIRECTS non-party Amazon.com Services, LLC to send email
21 notice to the Class Members who were previously sent notice of the certified
22 class, informing them of the proposed Class Action Settlement, within 30
23 days after the entry of this Order. Class Counsel shall promptly serve a copy
24 of this Order on Amazon.com Services, LLC.

25 **8. Election of Settlement Compensation:** Class Members on the Class List shall
26 receive a Voucher or, in lieu of a Voucher, may elect to receive the Alternative Cash
27 Payment. The election of the Alternative Cash Payment must be made within 110
28 days after the entry of this Order.

1 9. **Claim Form:** Class Members not on the Class List, who wish to participate in the
2 Settlement, shall completely fill out and sign (or submit online) a Claim Form in the
3 manner provided for in the Settlement Agreement. Claim Forms submitted by Class
4 Members must be postmarked or received electronically no later than 110 days after
5 entry of this Order, and include proof of purchase.

6 10. **Objections:** The Court further ORDERS that, as provided in the Settlement
7 Agreement, each Class Member shall be given a full opportunity to object to the
8 Class Action Settlement.

9 a. As explained in the Class Notice, any Class Member seeking to object to the
10 Settlement shall mail that written objection to the Settlement Administrator
11 no later than 110 days after the date of this Order. The timeliness of any
12 objection shall be conclusively determined by the postmark date.

13 b. To be valid, the objection shall state: (i) the name of the Action, “*Miley v.*
14 *Belkin International, Inc.*”; (ii) the full name, address and telephone number
15 of the objector; (iii) proof of the objector’s membership in the Class in the
16 form of a statement made under penalty of perjury; (iv) a statement of each
17 objection; and (v) a written brief detailing the specific reasons, if any, for
18 each objection, including any legal and factual support the objector wishes
19 to bring to the Court’s attention and any evidence the objector wishes to
20 introduce in support of the objection(s). The objection should also state
21 whether or not the objector intends to appear at the hearing on final approval
22 of settlement personally or through counsel. The objector may choose to
23 submit any documents that the objector wishes to be considered in
24 connection with the objection. The objector is not required to agree to submit to
25 deposition and the Notice shall not advise objectors of that requirement.

26 c. Any Class Member who fails to serve a timely written objection in the
27 manner set forth herein may be deemed to have waived such objection and
28 shall forever be foreclosed from objecting to the Settlement Agreement and
any part of it.

- 1 d. As part of, in addition to, or instead of any Objection, any Class Member
2 may file with the Court no later than 110 days after the date of this Order, a
3 Notice of Intention to Appear that includes the Class Member's name,
4 address, telephone number, and signature.
- 5 e. If a Settlement Class Member retains separate counsel to represent him or
6 her in connection with the Settlement and that attorney intends to appear at
7 the Final Approval Hearing, the attorney must file with the Court a notice of
8 appearance no later than 110 days after the date of this Order.
- 9 f. If any objection is rejected or overruled, the objecting Settlement Class
10 Member will be bound by the Final Judgment as if he or she had not objected.
- 11 g. The Court will permit any Class Member and the attorneys for any Class
12 Member to appear and speak at the hearing on final approval of the
13 settlement even if the Class Member has not submitted a written objection
14 or Notice of Intention to Appear.

15 **11. Motion for Attorneys' Fees, Costs and Service Award:** Class Counsel shall file a
16 motion for approval of attorneys' fees, litigation costs, administration costs, and
17 service award for Plaintiff no later than 80 days after the entry of this Order, which
18 is 30 days before the deadline by which Class Members may object to the
19 Settlement.

20 **12. Motion for Final Approval of Class Action Settlement:** Class Counsel shall file
21 a motion for final approval of the Settlement no later than 140 days after entry of
22 this Order, which is 20 days before the first date that the Final Approval Hearing
23 may be scheduled. Class Counsel shall file with the Court with the final approval
24 motion papers any objections or notices of intent to appear received. Class Counsel
25 shall also file with the Court, prior to the Final Approval Hearing, proof that notice
26 was provided in accordance with the Settlement Agreement and this Order.

27 **13. Response to Objections:** The Parties, either individually or jointly, may file a
28 response to any objections no later than 150 days after entry of this Order.

14. **Final Approval Hearing:** The Final Approval Hearing is scheduled for _____
June 12, 2026
a.m./p.m. on _____ at 11:30 am., 2026, which is at least 160 days from the entry of
this Order, at which time the Court shall finally determine whether the settlement is
fair, reasonable and adequate. The date and time selected for the hearing must
appear in the Class Notice and on the Settlement Website.

15. Necessary Steps. The Court authorizes the Parties to take all necessary and appropriate steps to implement the Agreement.

IT IS SO ORDERED.

Dated: 12/10/2025, 2025



Cecelyn B Kuhl

Carolyn B. Kuhl / Judge

The Honorable Carolyn Kuhl
Judge of the Superior Court