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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

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

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

18 Plaintiff,

19 v.

20 BELKIN INTERNATIONAL, INC.,

21 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

Belkin currently has or has had a controlling interest; and Belkin's legal representatives, heirs, successors, and assigns.”<sup>1</sup>

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

4. **Class Counsel:** The Court confirms the previous appointment of William F. Cash III of Levin, Papantonio, Proctor, Buchanan, O'Brien, Barr & Mougey, P.A. as Class Counsel, including now for Settlement purposes.
5. **Class Representative:** The Court confirms the previous appointment of Lenore Miley as Class Representative, including now for Settlement purposes.
6. **Appointment of Settlement Administrator:** The Court APPROVES the selection of Apex Class Action LLC as Settlement Administrator for purposes of this Settlement.
7. **Class Notice:** The Court APPROVES, as to form and content, the Claim Form, the Class Notice (long-form notice), the E-Mail Notice, Mailed Notice and Media Notice, which are attached to the Settlement Agreement as Exhibits A, B, C, D and E, respectively. The Court finds that the notice procedure set forth in the Settlement Agreement, which includes the publication of the Settlement Website, targeted media notice, electronic sending of the E-Mail Notice and, where appropriate, the U.S. Mail distribution of the Mailed Notice, constitutes the best notice practicable under the circumstances and is in full compliance with the laws of the State of California, California Rules of Court 3.766 and 3.769, the Constitutions of the United States of America and of California, and the requirements of due process and any other applicable laws. The Court further finds that the notice materials fully and accurately inform the Class Members of all material elements of the Settlement

<sup>1</sup> Class Members were previously afforded a reasonable opportunity to request exclusion from the Class. Accordingly, also excluded from the Class are all consumers who previously and validly requested exclusion from the Class.

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

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

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

c. The Court DIRECTS the Settlement Administrator to publish the Settlement Website on the Internet at the URL [www.MileyClassActionSettlement.com](http://www.MileyClassActionSettlement.com) (or a similar name agreed upon by the Parties, if that one is not available) (“Settlement Website”) beginning no later than 30 days after the entry of this Order. The Settlement Website shall set forth a summary of the terms of the 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.

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

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

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

b. To be valid, the objection shall state: (i) the name of the Action, “*Miley v. Belkin International, Inc.*”; (ii) the full name, address and telephone number of the objector; (iii) proof of the objector’s membership in the Class in the form of a statement made under penalty of perjury; (iv) a statement of each objection; and (v) a written brief detailing the specific reasons, if any, for each objection, including any legal and factual support the objector wishes to bring to the Court’s attention and any evidence the objector wishes to introduce in support of the objection(s). The objection should also state whether or not the objector intends to appear at the hearing on final approval of settlement personally or through counsel. The objector may choose to

submit any documents that the objector wishes to be considered in connection with the objection. The objector is not required to agree to submit to deposition and the Notice shall not advise objectors of that requirement.

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

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

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

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

**13. Response to Objections:** The Parties, either individually or jointly, may file a 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



Carolyn B Kuhl

Carolyn B. Kuhl / Judge

The Honorable Carolyn Kuhl  
Judge of the Superior Court