

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**Case No. 16-21606-Civ-TORRES**

WILLIAM BURROW, OMA LOUISE BURROW,  
ERNEST D. BEDWELL, AND  
SUZANNE BEDWELL,

Plaintiffs,

v.

FORJAS TAURUS S.A. and BRAZTECH  
INTERNATIONAL, L.C.,

Defendants.

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**ORDER GRANTING PRELIMINARY APPROVAL TO CLASS  
ACTION SETTLEMENT AND APPROVING NOTICE TO THE CLASS**

The Parties have entered into a Class Action Settlement Agreement (“Settlement”) to resolve and dismiss this litigation on a class-action basis, subject to the Court’s approval. On December 7, 2018 the Parties informed the Court that they had reached a settlement and requested a hearing date for Preliminary Approval (Doc. 114). On February 1, 2019 and again on March 1, 2019, the hearing was moved to accommodate additional time necessary to complete the formal documents and Notice Plan (Doc. 117 and Doc. 122).

On March 8, 2019, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Proposed Notice Plan. (Doc.

127). Contemporaneously, Plaintiffs filed a Memorandum of Law in support of Preliminary Approval and the Notice Plan, and a Proposed Order. (Doc. 127-1).

**A. Background**

On May 5, 2016, William Burrow and Oma Louise Burrow, filed a proposed class action complaint styled *Burrow, et al., v. Forjas Taurus, S.A., et al.*, Case No. 1:16-cv-21606-EGT, in the United States District Court for the Southern District of Florida, alleging that their Rossi brand .38 Special Revolver was defective in that it fired when dropped, and asserting certain causes of action in relation thereto.

On September 16, 2016, Suzanne Bedwell filed a proposed class action complaint in the United States District Court for the District of Alaska, Case No. 3:16-cv-00217-JWS, asserting that her Rossi brand .357 Magnum Revolver was defective in that it fired when dropped, and asserting certain causes of action in relation thereto. In an amended complaint filed with leave of court on June 12, 2017, Ernest Bedwell joined in case, asserting claims on behalf of himself and a proposed class. Thereafter, the Bedwell case was transferred to the United States District Court for the Southern District of Florida.

By order dated February 9, 2018, the Court ordered the Burrow and Bedwell cases consolidated and merged into the Burrow action, provided, however, that the personal-injury claims of the Bedwells on behalf of themselves and their minor son should be stayed pending final disposition of the merged proposed class action in the Burrow case. (Doc. 51).

On March 2, 2018, Plaintiffs filed their First Amended and Consolidated Class Action Complaint (Doc. 54). Plaintiffs asserted class claims for breach of warranty, strict products liability, negligence, and FDUTPA, seeking damages, injunctive and other relief against the Defendants in connection with alleged defects in the design and manufacture of the Class Revolvers. Plaintiffs sought damages and equitable relief only premised on alleged economic losses, and did not seek to recover for any member of the proposed class any relief for personal-injury or property-damage claims.

Forjas Taurus and Braztech filed separate Answers and Affirmative Defenses to the First Amended Class Action Complaint on April 13, 2018 (Docs. 68 and 69), denying certain factual allegations, denying liability, and denying that the claims made are amenable to class treatment.

Thereafter, Plaintiffs and Defendants engaged in voluminous and extensive written discovery and depositions regarding the claims and defenses at issue in the Action. Plaintiffs and litigated various discovery issues and sought the assistance of the Court in advancing discovery on multiple occasions. Class Counsel deposed numerous witnesses, including representatives of Forjas Taurus and Braztech, many of which had to be conducted through interpreters as a result of the Forjas Taurus's Brazilian origin. Class Counsel retained an expert engineer to inspect and test the subject revolvers and other class revolvers produced and sold by Forjas Taurus and Braztech during the class period. Detailed x-rays and inspections of the four Bedwell revolvers and four Burrow revolvers were conducted by the Parties

and their respective experts. Depositions of the Bedwell Plaintiffs, witnesses, law enforcement, and experts were taken in Alaska. Throughout these events, the parties vigorously litigated this action.

The Parties engaged in substantial and prolonged settlement negotiations with Mediator Terrence White, an experienced independent mediator. Between September 11, 2018 and November 7, 2018, the Parties engaged in five separate full-day mediation sessions. At least twice, the settlement process broke down entirely and litigation resumed. Finally, on November 7, 2018, the Parties agreed to the settlement terms that are reflected in the proposed Settlement Agreement. For several weeks thereafter, counsel for Plaintiffs and Taurus negotiated the terms of a Term Sheet memorializing the agreement reached on November 7, 2018, and in the ensuing months negotiated the terms of the formal Settlement Agreement being presented to the Court.

***B. Primary Terms of the Settlement***

Subject to Court approval and the individual right to opt out, the proposed Settlement provides the following relief.

***1. The Proposed Settlement Class***

The proposed Settlement Class is defined as:

All individuals in the United States, including its territories and possessions, who owned one or more Class Revolver(s) on the [Preliminary Approval Date]. (Settlement Agreement at § II, ¶44).

The term “Class Revolvers” in the above definition includes all Rossi brand .357 Magnum and .38 Special revolvers of the following models—R35102, R35202,

R85104, R97206, R97104, R46202, R46102—manufactured by Forjas Taurus between January 1, 2005 and December 31, 2017, as indicated by the serial number stamped on the frame of the revolver beginning with the letters Y, Z, A, B, C, D, E, F, G, H, I, J, or K.

Discovery revealed that there were approximately 255,000 Class Revolvers manufactured during the Class Period that were sold in the United States.

Excluded from the Settlement Class are (a) all state, local, or federal bodies or agencies, etc., or Persons in an official capacity; (b) the District Judge and Magistrate Judge to whom the Action is assigned and any appellate judge assigned to any appeal in the Action, together with any member of their staffs and immediate families; (c) any Successful Opt-Out, and (d) any other Person who has been recognized by Order of the Court as excluded from the Settlement Class for any reason.

## ***2. Relief Provisions***

There are four major components to this Settlement: (1) the safety warning; (2) an Enhanced Warranty, under which Class Members may submit their Class Revolvers for Enhanced Warranty Service one time, automatically extended to present and future owners of all Class Revolvers; (3) an Enhanced Warranty Service that provides for the free shipping, inspection, repair and/or replacement, certification and cleaning of each Class Revolver submitted; and (4) an Inconvenience Payment to compensate class members for having to have their Class Revolvers submitted for inspection.

a. The Enhanced Warranty

The “Enhanced Warranty” will be extended to current and future owners of Class Revolvers as part of this Settlement, and shall be provided over and above the existing warranty available to owners of Rossi revolvers. Owners may take advantage of the Enhanced Warranty by submitting their Class Revolvers to Braztech one time for Enhanced Warranty Service. The Enhanced Warranty Service includes the following components:

- (1) **Shipping Benefits** including the delivery to the Class Member pre-paid shipping labels for shipping through Fed Ex or other accepted shipping company so that Class Revolvers can be safely shipped to Braztech for inspection at no cost to the Class Member.
- (2) **Inspection Procedure** whereby Braztech (as warranty service provider in the United States for Forjas Taurus) will take possession of the Class Revolver, and disassemble the firearm to the extent necessary to determine whether the Alleged Defects are or may be present and whether such Class Revolver may be serviced or repaired to address and eliminate any of the Alleged Defect(s).
- (3) **Repair Procedure** whereby Braztech will replace any internal components of the Class Revolver deemed necessary to eliminate any of the Alleged Defects found during the Inspection Procedure.
- (4) **Replacement Procedure** whereby if Braztech determines that a particular Class Revolver, for any reason, cannot be serviced or repaired in such a way as to render it safe for its intended use, Braztech will deliver to the Class Member a new Taurus-brand revolver of similar caliber and size, free of charge.
- (5) **Certification Procedure** whereby Braztech will, for each Class Revolver that has been through the Inspection and Repair Procedures and been deemed safe

for its intended use, stamp each Class Revolver on the frame of the revolver, a “R” to indicate that the firearm has been through the Enhanced Warranty Service process and is deemed safe for its intended use.

(6) **Cleaning Service** whereby Braztech will professionally clean and test fire each Class Revolver before being returned to the Class Member.

The foregoing Enhanced Warranty Service will be provided by Braztech at no charge to owners of Class Revolvers. This Enhanced Warranty Service is available one time per class Revolver and may be taken advantage of at any time: there is no time limit. Additionally, Braztech may begin providing the service immediately after preliminary approval of the settlement, the timeliness of the service being beneficial to the class.

b. The Inconvenience Payment

All Class Members who do not opt out who avail themselves of the Enhanced Warranty Service, and submit a valid claim during the Claim Period, will receive the “Inconvenience Payment” of \$50.00 per class member. The receipt of these Inconvenience Payments is contingent upon actually utilizing the Enhanced Warranty Service and having one’s weapon inspected within one-year from the Effective Date of the Settlement. The purpose of this structure is to incentivize Class Members to actually submit their Class Revolvers for inspection and repair.

**3. *Opt-Out Provisions***

The Settlement allows current owners of Class Revolvers to opt-out of the Settlement and the Settlement Class. (Settlement Agreement at § III. I., pp. 28-29). Any Settlement Class Member who wishes to seek exclusion from the Settlement

Class will be advised of his or her right to be excluded, and of the deadline and procedures for exercising that right. As noted above, the timetable proposed by the Settlement will afford members of the Settlement Class more than 90 days within which to decide whether to remain in the Settlement Class, or to seek exclusion from it. (*Id.* at § II, □ 28). Those who wish to pursue individual claims can do so by opting out.

#### **4. Release**

In exchange for the relief described above, and upon entry by the Court of a Final Order and Judgment approving the Settlement, Plaintiffs and the Settlement Class will release Defendants and their affiliated entities (the “Released Parties” as defined in the Settlement) of, among other things, all claims related to the alleged defects in the Class Revolvers as alleged in the Consolidated Complaint. In other words, the Settlement contemplates a release specific to the subject matter addressed in this Action—alleged design or manufacturing defects that could cause unintentional discharges—and does not contemplate a general release of any and all claims of any kind against these Defendants. The Settlement does not include any personal injury or property damage claims. Thus, it is narrowly tailored to address the common issues raised by the alleged defective design or manufacture of the Class Revolvers and is not an excessively broad general release of the type criticized in other class actions.

**5. *Class Representative Service Award***

Under the Settlement, Class Counsel have reserved the right to seek a reasonable Service Award, not to exceed \$7,500.00, for each Class Representative for his or her service as the named representative of the Settlement Class. Any Service Award approved by the Court up to that amount will be paid separately by Defendants from the relief being offered to the members of the Settlement Class, and would be in addition to any relief the Named Plaintiffs may receive as a member of the Settlement Class. The Service Award is intended to recognize the time and effort expended by the Class Representatives on behalf of the Settlement Class in assisting Class Counsel with the prosecution of this case and negotiating the relief the Settlement proposes to confer to the Settlement Class Members, as well as the exposure and risk Plaintiffs incurred by participating in and taking a leadership role in this Action.

**6. *Attorneys' Fees and Expenses***

Under the Settlement, Class Counsel has reserved the right to petition the Court for an award of attorneys' fees and reimbursement of costs and expenses incurred in the prosecution of this case, in an amount not to exceed \$5,553,000.00. Any Attorneys' Fees and Expenses awarded by the Court, up to this amount, will be paid separately from the relief being offered to the Settlement Class Members.

**C. *Standard of Review for Class Action Settlements***

Rule 23 of the Federal Rules of Civil procedure was recently amended with regard to Settlement Classes under Rule 23(e). The Advisory Committee Notes that

accompany the recent modifications to Rule 23(e) explain that the amendments were intended to focus the Court on the fairness of the settlement and class certification *before* notice is issued to the class. The new process is explained in part by the Advisory Committee as follows:

**Subdivision (e)(1).** The decision to give notice of a proposed settlement to the class is an important event. It should be based on a solid record supporting the conclusion that the proposed settlement will likely earn final approval after notice and an opportunity to object. The parties must provide the court with information sufficient to determine whether notice should be sent. At the time they seek notice to the class, the proponents of the settlement should ordinarily provide the court with all available materials they intend to submit to support approval under Rule 23(e)(2) and that they intend to make available to class members. The amended rule also specifies the standard the court should use in deciding whether to send notice--that it likely will be able both to approve the settlement proposal under Rule 23(e)(2) and, if it has not previously certified a class, to certify the class for purposes of judgment on the proposal.

The subjects to be addressed depend on the specifics of the particular class action and proposed settlement. But some general observations can be made.

One key element is class certification. If the court has already certified a class, the only information ordinarily necessary is whether the proposed settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding which certification was granted. But if a class has not been certified, the parties must ensure that the court has a basis for concluding that it likely will be able, after the final hearing, to certify the class. Although the standards for certification differ for settlement and litigation purposes, the court cannot make the decision regarding the prospects for certification without a suitable basis in the record. The ultimate decision to certify the class for purposes of settlement cannot be made until the hearing on final approval of the proposed settlement. If the settlement is not approved, the parties' positions regarding certification for settlement should not be considered if certification is later sought for purposes of litigation.

Thus, under the revised Rule 23(e), before notice can be issued to the proposed Settlement Class, this Court must determine that it is “likely” to: (1) certify the class for settlement purposes; and (2) approve the proposed settlement as fair, adequate and reasonable. Fed. R. Civ. P. 23(e). In accordance with this standard of review, we summarize our findings below.

**1. *Likely Certification of the Settlement Class***

The first issue for the Court to determine is whether it is “likely” to certify a class for settlement purposes. In order for a class to be certified, the four requirements of Rule 23(a) of the Federal Rules of Civil Procedure must be satisfied. *Amchem Prods. v. Windsor*, 521 U.S. 591 (1997). The trial court has “broad discretion” in deciding whether to certify a class. *Washington v. Brown & Williamson Tobacco Corp.*, 959 F.2d 1566, 1669 (11th Cir. 1992).

In addition to satisfying the four requirements under Rule 23(a), “a plaintiff must also establish that the proposed class satisfies at least one of the three requirements listed in Rule 23(b).” *Little v. T-Mobile USA, Inc.*, 691 F.3d 1302, 1304 (11th Cir. 2012). Rule 23(b)(3) requires that the “questions of law or fact common to class members predominate over any questions affecting only individual members.” Under Rule 23(b)(3), “[t]he court’s inquiry is typically focused on ‘whether there are common liability issues which may be resolved efficiently on a class-wide basis.’” *Drossin v. Nat’l Action Financial Services, Inc.*, 255 F.R.D. 608, 613 (S.D. Fla. 2009) (internal citations omitted). “Under Rule 23(b)(3), it is not necessary that all questions of fact or law be common, but only that some questions are common and

that they predominate over individual questions.” *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314,1324 (11th Cir. 2008), quoting *Klay v. Humana, Inc.*, 382 F.3d 1241, 1254 (11th Cir. 2004).

Plaintiffs have alleged, with supporting evidence, that the Class Revolvers suffer from two defects in the dual safety mechanisms within the Class Revolvers: (1) Rebound Slide Seat Safety Mechanism and (2) the Hammer Block, which can be further explained as follows:

**Rebound Slide Seat Safety:** The hammer has a tab or “seat” located at the bottom which is designed to sit tightly on top of and against the corresponding Rebound Slide Seat. The purpose of the Rebound Slide Seat is to prevent the hammer from rotating forward *unless* the trigger is pulled. In other words, the hammer is prevented from rotating forward by the rebound slide seat. When the trigger is pulled, the trigger mechanism pushes the rebound slide backward, allowing the hammer to freely rotate forward and thrusting the firing pin into the cartridge.

**Hammer Block Safety:** The Hammer Block is an arm with a small steel plate at the top which moves up and down when the hammer is cocked. In the resting position, the hammer block is designed to be located between the hammer and cartridge, and in the upper position is designed to prevent the hammer and firing pin from coming into contact with the cartridge.

(Declaration of Chuck Powell, PE).

Plaintiffs have also provided evidence of other drop-fire incidents and inspections by their expert, Mr. Chuck Powell, a Registered Professional Engineer specializing in failure analysis and the deposition testimony of Ms. Debra Gillis, a Forensic Firearm and Toolmark Examiner for the State of Alaska Scientific Crime Lab in Anchorage, Alaska, who support Plaintiffs’ theory of the case.

For purposes of settlement only, and without an adjudication of the merits or a determination of whether a class should be certified if the Settlement is not

approved or otherwise does not become final, the Court finds that the parties have carried their burden of showing that the Court will likely certify the Settlement Class for purposes of judgment in accordance with the Settlement Agreement, such that giving notice to all Settlement Class Members who would be bound by the Settlement Agreement is justified; in particular, the Court finds, for settlement purposes only, that the Court is likely to find as follows:

a. The Settlement Class is ascertainable.

A class is ascertainable if “the class definition contains objective criteria that allow for class members to be identified in an administratively feasible way,” such that identifying class members will be “a manageable process that does not require much, if any, individual inquiry.” *Karhu v. Vital Pharm., Inc.*, 621 F. App’x 945, 946 (11th Cir. 2015). Here, the proposed definition of the Settlement Class is based on objective criteria focused upon current ownership of Class Revolvers. Individual, subjective inquiries to identify who may be a member of the Settlement Class are unnecessary as long as they are in possession of a Class Revolver which includes a specifically identifiable serial number. The possession of the Revolver and the inclusion of the serial number makes the class ascertainable.

c. The Settlement Class satisfies the numerosity requirement.

Defendants produced and sold approximately 255,000 Class Revolvers during the class period. Even if some Class Members own multiple Class Revolvers, joining thousands of individual class members would not be practicable. *Cox v. Am. Cast Iron Pip Co.*, 784 F.2d 1546, 1553 (11th Cir. 1986) (“[W]hile there is no fixed

numerosity rule, generally less than twenty-one is inadequate, more than forty adequate, with numbers between varying according to other factors.”); *Baez v. LTD Fin. Serv., L.P.*, No: 6:15-cv-1043, 2016 WL 3189133, at \*2 (M.D. Fla. June 8, 2016) (Rule 23’s numerosity requirement “easily satisfied” where class was comprised of over 34,000 consumers who were sent an allegedly deceptive dunning letter).

d. The Settlement Class satisfies the commonality requirement.

Not all factual or legal questions raised in the litigation need to be common so long as at least one issue is common to all class members. *Armstead*, 629 F. Supp. at 280; *Pottingar v. Miami*, 720 F. Supp. 955, 958 (S.D. Fla. 1989). “A sufficient nexus is established if the claims or defenses of the class and the class representative arise from the same event or pattern or practice and are based on the same legal theory.” *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984). Commonality of claims “requires that there be at least one issue whose resolution will affect all or a significant number of the putative class members.” *Williams v. Mohawk Indus., Inc.*, 568 F.3d 1350, 1355 (11th Cir. 2009) (internal citations omitted).

Here, each class member is the current owner of a Class Revolver which is alleged to suffer from design or manufacturing defects that cause the dual safety features to not function properly, thereby allowing the gun to fire even if the trigger is not pulled. Thus, the overriding common question in this action is whether the Class Revolvers suffer from design or manufacturing defects which prevent the safety features from operating as designed.

e. The Settlement Class satisfies the typicality requirement.

The test of typicality is “whether other members [of the class] have the same or similar injury, whether the action is based on conduct which is not unique to the named class plaintiffs, and whether other class members have been injured by the same course of conduct.” *In re Checking Account Overdraft Litig.*, 307 F.R.D. 630, 641 (S.D. Fla. 2015) (quoting *Hanon v. Dataprods. Corp.*, 976 F.2d 497, 508 (9th Cir. 1992)). The typicality requirement “may be satisfied even though varying fact patterns support the claims or defenses of individual class members, or there is a disparity in the damages claimed by the representative parties and the other members of the class,” *In re Domestic Air Transp. Antitrust Litig.*, 137 F.R.D. 677, 698 (N.D. Ga. 1991), so long as the claims or defenses of the class and class representatives “arise from the same events, practice, or conduct and are based on the same legal theories.” *Navelski v. Int’l Paper Co.*, 244 F. Supp. 3d 1275, 1306 (N.D. Fla. 2017) (citing *Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984)).

The named Plaintiffs’ Class Revolvers not only suffer from the same defects alleged for all Class Revolvers, but they experienced incidents of alleged drop-fire. As a result, the Court finds the claims of the named Plaintiffs to be typical of the claims of the class members they seek to represent as they all focus on the alleged design or manufacturing defects within the Class Revolvers.

f. The Burrow and Bedwell Plaintiffs are adequate class representatives.

“The adequacy-of-representation requirement encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action.” *Busby*, 513 F.3d at 1323 (internal citations omitted). Because each Plaintiff owns a Class Revolver and allegedly experienced a drop-fire incident, they have standing, are members of the Settlement Class they seek to represent, and the Court is aware of no antagonistic interests that exist between the named Plaintiffs and the Settlement Class Members.

Class counsel will be deemed adequate if they are shown to be qualified, adequately financed, and possess sufficient experience in the subject matter of the class action. *City of St. Petersburg v. Total Containment, Inc.*, 265 F.R.D. 630, 651 (S.D. Fla. 2010). A review of the Declarations submitted by Plaintiffs’ counsel, and this Court’s experience with the same in this case, satisfy this Court that Class Counsel have the qualifications and experience necessary to undertake this litigation and serve as Class Counsel on behalf of the Settlement Class.

g. The Settlement Class satisfies the predominance requirement.

Rule 23(b)(3) requires that the “questions of law or fact common to class members predominate over any questions affecting only individual members.” Under Rule 23(b)(3), “[t]he court's inquiry is typically focused on ‘whether there are common liability issues which may be resolved efficiently on a class-wide basis.’” *Drossin v. Nat’l Action Financial Services, Inc.*, 255 F.R.D. 608, 613 (S.D. Fla. 2009)

(internal citations omitted). “Under Rule 23(b)(3), it is not necessary that all questions of fact or law be common, but only that some questions are common and that they predominate over individual questions.” *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314, 1324 (11th Cir. 2008) (quoting *Klay v. Humana, Inc.*, 382 F.3d 1241, 1254 (11th Cir. 2004)).

Here, the predominance requirement is met because each of Plaintiffs’ claims center on Defendants’ common conduct and the Class Revolver’s alleged common defects. Specifically, Plaintiffs allege that all Class Revolvers suffer from common defects regarding the rebound slide seat and the hammer block. Plaintiffs also assert that Defendants engaged in a common course of conduct in the design, production, and sale of the Class Revolvers and that they breached common warranties.

Because Plaintiffs seek class certification for settlement purposes, the Court need not inquire into whether this Action, if tried, would present intractable management problems. *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Carriuolo v. Gen. Motors Co.*, 823 F.3d 977, 988 (11th Cir. 2016); *In re Am. Int’l Grp., Inc. Sec. Litig.*, 689 F.3d 229, 242 (2d Cir. 2012) (“[M]anageability concerns do not stand in the way of certifying a settlement class.”).

As the Supreme Court held in *Amchem*, when “[c]onfronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial.” 521 U.S. at 620. *See also Sullivan v. DB Investments*,

*Inc.*, 667 F.3d 273, 302-03 (3d Cir. 2011) (holding that the concern for manageability, a central tenet in the certification of a litigation class, is removed from the equation when certification concerns a settlement class); *Smith v. Wm. Wrigley Jr. Co.*, No. 09-CV-60646, 2010 WL 2401149, at \*3 (S.D. Fla. June 15, 2010) (citing *Amchem*, 521 U.S. at 620); *David v. Am. Suzuki Motor Corp.*, No. 08-CV-22278, 2010 WL 1628362, at \*3 (S.D. Fla. Apr. 15, 2010) (in the context of proposed settlement classes, district courts may properly consider that there will be no trial). Even though a settlement class must meet the requirements of Rule 23, the “settlement is a factor in the calculus,” and therefore the certification inquiry is not the same in the settlement context as when certification is for the purposes of trial. *See Amchem*, 521 U.S. at 619-22. Thus, while choice-of-law analyses may have presented manageability problems in resolving claims in contested class and litigation proceedings, it is not a factor in the nationwide settlement context that the Parties propose. *Sullivan*, 667 F.3d at 297 (“[C]oncerns regarding variations in state law largely dissipate when a court is considering the certification of a settlement class.”).

For purposes of issuing notice pursuant to Rule 23(e), the Court concludes that use of the class device is also superior to other methods of resolving the issues in this Action “given the large number of claims, the relatively small amount of damages available, the desirability of consistently adjudicating the claims, the high probability that individual members of the proposed classes would not possess a great interest in controlling the prosecution of the claims, and the fact that it would

be uneconomical to litigate the issues individually.” *Roundtree v. Bush Ross, P.A.*, 304 F.R.D. 644, 663 (M.D. Fla. 2015).

The Court recognizes that this proposed class settlement provides a means for granting valuable relief to the proposed Settlement Class Members. Perhaps more importantly, it will further make owners aware of the safety concern and the Alleged Defects and give Settlement Class Members the opportunity to have their Class Revolvers inspected, repaired if necessary, and certified. Crucially, the Parties have agreed that Braztech may begin extending the Enhanced Warranty and providing the Enhanced Warranty Service immediately upon entry of this Order and that Settlement Class Members who take advantage of the Enhanced Warranty prior to Final Approval will be able to submit a claim for the Inconvenience Payment after Final Approval.

The Court further finds, for purposes of settlement only, that: (a) Settlement Class Members likely have a limited interest in individually prosecuting the claims at issue; (b) the Court is satisfied with the Parties’ representations that they are unaware of any other pending litigation regarding the claims at issue by members of the Settlement Class; (c) it is desirable to concentrate the claims in this forum; and (d) the Court believes it is unlikely that there will be difficulties encountered in administering the proposed settlement.

Accordingly, for purposes of initially considering, approving and effectuating the Agreement and to fairly and adequately protect the interests of all concerned

with regard to all claims set forth in the Consolidated Complaint, this Court finds that it is likely to finally certify a Settlement Class defined as:

All individuals in the United States, including its territories and possessions, who owned one or more Class Revolver(s) on the [Preliminary Approval Date]. (Settlement Agreement at § II, ¶ 44).

The term “Class Revolvers” in the above definition includes all Rossi brand .357 magnum and .38 Special revolvers of the following models—R35102, R35202, R85104, R97206, R97104, R46202, R46102—manufactured by Forjas Taurus between January 1, 2005 and December 31, 2017, as indicated by the serial number stamped on the frame of the revolver beginning with the letters Y, Z, A, B, C, D, E, F, G, H, I, J, or K. Discovery indicated that there are or were approximately 255,000 Class Revolvers manufactured during the Class Period that were sold in the United States.

Excluded from the Settlement Class are (a) all state, local, or federal bodies or agencies, etc., or Persons in an official capacity; (b) the District Judge and Magistrate Judge to whom the Action is assigned and any appellate judge assigned to any appeal in the Action, together with any member of their staffs and immediate families; (c) any Successful Opt-Out, and (d) any other Person who has been recognized by Order of the Court as excluded from the Settlement Class for any reason.

Pending determination of whether the proposed settlement should be finally approved, the Parties shall not pursue any claims or defenses otherwise available to them, and no person in the Settlement Class and no person acting or purporting to

act directly or derivatively on behalf of Plaintiff or a Settlement Class Member, or acting in a representative basis or in any other capacity, shall commence, prosecute, intervene in, or participate in any lawsuit, action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims against any of the Released Parties. However, this Stay/Bar of Proceedings shall not apply to claims for death, personal injury, or damage to property other than to the Class Revolvers themselves.

Pending determination of whether the proposed settlement should be finally approved, all Settlement Class Members are hereby preliminarily enjoined from directly, on a representative basis or in any other capacity, commencing, prosecuting, intervening in, or participating as a plaintiff or class member in any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims against any of the Released Parties.

The Court recognizes that, pursuant to the Settlement Agreement, the Defendants retain the right to dispute that a class may be properly certified in this Action, or that a class is reasonably ascertainable, should the proposed settlement not be finally approved. The foregoing determinations regarding class certification are for purposes of settlement only. Accordingly, preliminary certification of the Settlement Class shall not be deemed a concession that certification of a litigation class is appropriate, nor are the Defendants precluded from challenging class certification in further proceedings in this Action or in any other action or proceeding if the proposed settlement is not finalized or finally approved. If the

proposed settlement is not finally approved for any reason, the certification of the Settlement Class shall be void and vacated, and the Action shall proceed as though the Settlement Class had never been certified, without prejudice to any Party to either request or oppose class certification.

## ***2. Preliminary Settlement Approval***

The second issue for this Court to determine under amended Rule 23(e) is whether the Court is “likely” to approve the settlement as fair, adequate and reasonable. Rule 23(e)(2)(c) provides four additional considerations that must be taken into account when determining whether the relief being provided under the Settlement is adequate: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3). The Court finds that each factor supports approval.

The Court initially notes that the benefits of the settlement appear to be fair and reasonable, such that it is likely to grant final approval. Critically, the Settlement encourages class members to submit their Class Revolver for inspection and repair, which Braztech will provide free of charge. The certification program, which will provide proof that a revolver has undergone the Enhanced Warranty Service, ensures that future owners will be able to know that the safety mechanisms in a particular revolver have been inspected, and repaired if necessary. If a Class Revolver cannot be repaired to operate safely, a replacement revolver

from Taurus will be provided. The safety of the class members is the central component to the Settlement. The Settlement pays all of the shipping and repair costs, and the class members receive a fully functional, safe and professionally-cleaned revolver, as well as a \$50 Inconvenience Payment. Accordingly, this Court further finds, subject to any facts or argument made at the Final Approval Hearing, that the Settlement appears to be fair, reasonable, and adequate such that it is likely to grant final approval.

From its review of the record, and the participation of the parties throughout the litigation, the class representatives and class counsel have adequately represented the class. The claims were fully asserted in the Consolidated Complaint, and Class Counsel vigorously pursued the claims of Plaintiffs and the putative class. The Settlement Agreement itself was the product of arm's length negotiations before a professional mediator. More specifically, the parties engaged in five full days of mediation and continued to negotiate thereafter on the details of the formal Settlement Agreement. The parties kept the Court informed of their progress throughout the process and the Court is convinced that the agreement was negotiated in good faith.

Additionally, the Court is convinced that absent settlement, final resolution of the claims would take considerable time and involve considerable risks. Plaintiffs properly point out that any decision on class certification is likely to result in an appeal under Rule 23(f), which would cause considerable delay. Moreover,

another appeal could result at the conclusion of the case. It would likely be several years before a final judgment could be entered on the merits absent settlement.

Furthermore, the settlement treats all class members equally and fairly. In fact, there is no distinction between the benefits offered. All class members receive the benefit of the Enhanced Warranty automatically, and the steps they must take to receive the Enhanced Warranty Service and the Inconvenience Payment are far from onerous. In fact, for the Enhanced Warranty Service, it is the same or easier and cheaper than the steps they would need to receive ordinary warranty service. This second factor also weighs in favor of approval.

The attorney's fee negotiated by Class Counsel equates to approximately 14% of the \$37,995,000 value of the benefits created by the proposed Settlement. "It is well established that when a representative party has conferred a substantial benefit upon a class, counsel is entitled to an allowance of attorneys' fees based upon the benefit obtained." *In re Checking Account Overdraft Litigation*, 830 F. Supp. 2d 1330, 1358 (S.D. Fla. 2011) (citing *Camden I Condominium Assn. v. Dunkle*, 946 F.2d 768, 771 (11th Cir.1991); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

The Court finds that 14% is below the amounts regularly negotiated in class actions within the Eleventh Circuit. *See, e.g., Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1295-96 (11th Cir. 1999) (affirming fee award of 33 1/3% of settlement value); *Wolff v. Cash 4 Titles*, No. 03-cv-22778, 2012 WL 5290155, at \*5 (S.D. Fla. Sept. 26, 2012) (approving 33% award, and noting "[t]he requested fee is

entirely consistent with fee awards in comparable cases nationwide, within the Eleventh Circuit, and within the Southern and Middle Districts of Florida.”); *Allapattah Servs., Inc. v. Exxon Corp.*, 454 F. Supp. 2d 1185, 1204 (S.D. Fla. 2006) (approving 31 1/3% fee award); *Black v. Winn-Dixie Stores, Inc.*, No. 09-cv-502, 2011 WL 13257526, at \*5 (M.D. Fla. June 17, 2011) (approving 30% fee award payable from common fund). As a result, the negotiated attorney fee appears to be reasonable such that the Court is likely to grant final approval. Final determinations related to the award of attorneys’ fees will be resolved at the conclusion of the case.

***D. Final Approval Hearing***

A Final Approval Hearing shall be held before this Court on **August 27, 2019, beginning at 9:30 p.m.**, Courtroom 5 of the James Lawrence King Federal Justice Building, 99 N.E. Fourth Street, Miami, FL 33130, to determine whether (a) the Settlement is fair, reasonable, and adequate such that the Settlement should be granted final approval by the Court; (b) the Settlement Class should be certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (c) whether Plaintiffs’ counsel should be appointed as Class Counsel and whether Attorneys’ Fees and Expenses should be awarded by the Court to Class Counsel pursuant to Federal Rule of Civil Procedure 23(h); (d) whether Service Awards should be approved by the Court to the named Plaintiffs; and (e) whether a Final Order and Judgment should be entered, and this Action thereby be dismissed with prejudice, pursuant to the terms of the Agreement. The Court may adjourn or reschedule the

Final Approval Hearing without further notice to the Settlement Class Members. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval of the proposed Settlement.

***E. Further Submissions by the Parties***

Any application by Class Counsel for Attorneys' Fees and Expenses and for a Service Award to any Named Plaintiffs shall be filed with the Court no later than thirty (30) days prior to the Opt-Out and Objection Deadline. The Settlement Administrator shall promptly post the motion to the Settlement Website after its filing with the Court. All other submissions of the Parties in support of the proposed Settlement, or in response to any objections submitted by Settlement Class Members, shall be filed no later than ten (10) days before the Final Approval Hearing. The Settlement Administrator is directed to file a list reflecting all requests for exclusion it has received from Settlement Class Members with the Court no later than ten (10) days before the Final Approval Hearing.

***F. Administration***

The Court authorizes and directs the Parties to establish the means necessary to administer the proposed Settlement, and appoints Epiq Class Action & Claims Solutions to serve as Claims Administrator, with Hilsoft Notifications (a business unit of Epiq) serving as Notice Provider for the Class Notice, at Defendants' expense, to aid in implementing the terms of the Settlement.

***G. Notice to Federal and State Regulators***

The Court orders the Settlement Administrator to provide notice to Federal and State Regulators pursuant to the requirements of the Class Action Fairness Act (“CAFA”), as codified at 28 U.S.C. § 1715.

***H. Notice to the Settlement Class***

The Court approves, as to both form and content, the Class Notice Program attached to the Settlement, as well as the proposed methodology for distributing that notice to the Settlement Class Members as set forth in Section III. D. of the Settlement Agreement. Accordingly,

1. The Court orders the Settlement Administrator, within twenty-one (21) days following entry of this Order and subject to the requirements of this Order and the Settlement, to cause the Class Notice to be mailed, by First-Class U.S. Mail, proper postage prepaid, to the Settlement Class Members identified through Defendant’s Warranty Cards or website, to mailing addresses or email addresses as reflected in Defendants’ records. The Court further orders the Settlement Administrator to: (i) prior to mailing, attempt to update the last known mailing addresses for each Warranty Card class member through the National Change of Address system or similar databases; (ii) promptly re-mail any Class Notices that are returned by the United States Postal Service with a forwarding address and continue to do so with respect to any such returned mail that is received seven (7) days or more prior to the Opt-Out and Objection Deadline; and (iii) determine, as soon as practicable, whether a valid address can be located through use of the

United States Postal Service's National Change of Address database and/or use of other reasonable means and without undue cost or delay, for those Class Notices that are returned without a new or forwarding address, and promptly re-mail copies of the Class Notice to any Settlement Class Members for whom the Settlement Administrator is reasonably able to locate valid addresses in accordance herewith, so long as the valid addresses are obtained seven (7) days or more prior to the Opt-Out and Objection Deadline.

2. The Settlement Administrator shall publish all forms of publication Notice set forth in the Notice Plan proposed by the Parties' Notice Expert, Cameron Azari, which the Court finds to be reasonable, necessary and appropriate to satisfy the requirements of Rule 23 and to ensure all due process rights of interested persons are protected.

3. The Settlement Administrator shall establish an internet website to inform Settlement Class Members of the terms of the Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, and should be operational and live within fourteen (14) days of this Order. At this time, the Court orders that the Settlement Website include the following: (i) the Operative Complaint; (ii) the Settlement, and its exhibits; (iii) a copy of this Order; (iv) the long and short form Notice ; (v) a Claim Form in electronic and PDF formats; and (vi) a disclosure, on the Settlement Website's "home page," of the deadlines for Settlement Class Members to seek exclusion from the Settlement

Class, to opt-out of or object to the Settlement, as well as the date, time and location of the Final Approval Hearing.

4. No later than ten (10) days before the date of the Final Approval Hearing, the Settlement Administrator, and to the extent applicable, the Parties, shall file with the Court a declaration or declarations, verifying compliance with the aforementioned class wide notice procedures.

***I. Findings Concerning the Notice Program***

The Court finds and concludes that the form, content and method of giving notice to the Settlement Class as described in this Order: (a) will constitute the best practicable notice under the circumstances; (b) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, the terms of the proposed Settlement, and of their rights under and with respect to the proposed Settlement (including, without limitation, their right to object to or seek exclusion from, the proposed Settlement); (c) is reasonable and constitutes due, adequate and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) satisfies all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Federal Rule of Civil Procedure 23(c), and the United States Constitution (including the Due Process Clause). The Court further finds that the Class Notice is written in simple terminology, and is readily understandable.

***J. Cost Obligations for the Notice Program***

All Costs of Administration, including those associated with providing notice to the Settlement Class under the Notice Plan as well as in administering the terms of the Settlement, shall be paid by Defendants as set forth in the Settlement. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs, nor Class Counsel, nor any Settlement Class Members shall have any obligation to Defendants for such costs and expenses.

***K. Communications with Settlement Class Members***

The Court authorizes Defendants to communicate with Settlement Class Members and potential Settlement Class Members only to the extent necessary to fulfill and commensurate with their duties and obligations under the Settlement. However, Defendants are ordered to refer any inquiries by Settlement Class Members or potential Settlement Class Members about any legal ramifications of the Settlement to Interim Class Counsel.

***L. Exclusion (“Opting Out”) from the Settlement Class***

Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a written request for exclusion to the Settlement Administrator, mailed sufficiently in advance to be received by the Settlement Administrator by the Opt-Out and Objection Deadline. A request for exclusion must comply with the requirements set forth in the Agreement and include the Settlement Class Member’s name, mailing and email addresses, contact phone number, and serial number of their revolver, along with a short statement that he

or she wishes to be excluded from the Settlement Class, and containing a caption or title that identifies it as a “Request for Exclusion in *Burrow v. Forjas Taurus, S.A. and Braztech International, Inc.*,” and include the Settlement Class Member’s personal signature. A request for exclusion may not request the exclusion of more than one member of the Settlement Class. The Parties have prepared a suggested form Notice of Opt-Out to be made available on the Settlement Website.

Any Settlement Class Member who timely requests exclusion consistent with these procedures shall not: (a) be bound by a final judgment approving the Settlement; (b) be entitled to any relief under the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be entitled to object to any aspect of the Settlement.

Settlement Class Members who do not exclude themselves from the Settlement Class in full compliance with the requirements and deadlines of this Order shall be deemed to have forever consented to the exercise of personal jurisdiction by this Court and shall have waived their right to be excluded from the Settlement Class and from the Settlement, and shall thereafter be bound by all subsequent proceedings, orders and judgments in this Action, including but not limited to the Release contained in the Settlement.

***M. Objections and Appearances***

Any Settlement Class Member (or counsel hired at any Settlement Class Member’s own expense) who does not properly and timely exclude himself or herself from the Settlement Class, and who complies with the requirements of this

paragraph and the procedures specified in the Class Notice, may object to any aspect or effect of the proposed Settlement.

1. Any Settlement Class Member who has not filed a timely and proper written request for exclusion and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or to the certification of the Settlement Class, or to the award of Attorneys' Fees and Expenses, or to the Service Award, or to any other aspect or effect of the Settlement, or to the Court's jurisdiction, must file a written statement of objection with the Court no later than the Opt-Out and Objection Deadline.

2. An objection must be in writing, and must include: (1) the Settlement Class Member's name, mailing and email addresses, contact phone number, and loan number(s); (2) a caption or title that identifies it as "Objection to Class Settlement in *Burrow v. Forjas Taurus, S.A., and Braztech International, L.C.*, (case number 16-21606-Civ-Torres);" (3) all grounds for the objection, including any legal and evidence the objector wishes to introduce in support of the objection; (5) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection; (6) a statement indicating whether the objector intends to appear and argue at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (7) the personal signature of the objecting Settlement Class Member.

3. To file a written statement of objection, an objector must mail it to the Clerk of the Court sufficiently in advance that it is received by the Clerk of the Court on or before the Opt-Out and Objection Deadline, or the objector may file it in person on or before the Opt-Out and Objection Deadline at any location of the United States District Court for the Southern District of Florida, except that any objection made by a Settlement Class Member represented by his or her own counsel must be filed through the Court's Case Management/Electronic Case Filing (CM/ECF) system.

4. Any Settlement Class Member who fails to comply with the provisions in this Order for the submission of written statements of objection shall thereby forever waive and forfeit any and all rights he or she may have to appear separately and/or to object, and will be deemed to have consented to the exercise of jurisdiction by the Court, consented to the Settlement, consented to be part of the Settlement Class, and consented to be bound by all the terms of the Settlement, this Order, and by all proceedings, orders, and judgments that have been entered or may be entered in the Action, including, but not limited to, the Release described in the Settlement. However, any Settlement Class Member who submits a timely and valid written statement of objection shall, unless he or she is subsequently excluded from the Settlement Class by Order of the Court, remain a Settlement Class Member and be entitled to all of the benefits of the Settlement in the event the Settlement is given final approval and the Final Settlement Date is reached.

5. Only those specific objections, grounds and documents that comply with the requirements in paragraph M(2), above, may be presented to the Court. Further, any Settlement Class Member who intends to appear at the Final Approval Hearing, and any counsel that intends to appear on behalf on any Settlement Class Member, must file with the Court and serve on all Parties (as set forth above) a Notice of Intent to Appear.

6. Any Settlement Class Member who submits a timely written objection shall consent to deposition by Class Counsel and/or Defendants' Counsel prior to the Final Approval Hearing.

7. Any Settlement Class Member who does not make his/her/its objection to the Settlement in compliance with the requirements set forth in this Order shall be deemed to have waived any such objection by appeal, collateral attack or otherwise.

***N. Termination of Settlement***

This Order shall become null and void and shall be without prejudice to the rights of the Parties or Settlement Class Members, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement: (a) is not finally approved by the Court, (b) does not become final pursuant to the terms of the Settlement; (c) is terminated in accordance with the Settlement; or (d) does not become effective for any other reason.

***O. Use of this Order***

In the event the Settlement does not reach the Final Settlement Date or is terminated in accordance with the Settlement, then: (a) the Settlement and the Agreement, and the Court's Orders, including this Order, relating to the Settlement shall be vacated and shall be null and void, shall have no further force or effect with respect to any Party in this Action, and shall not be used or referred to in any other proceeding by any person for any purpose whatsoever; (b) this Action will revert to the status that existed before the Settlement's execution date; (c) this Action shall proceed pursuant to further Orders of this Court; and (d) nothing contained in the Settlement, or in the Parties' settlement discussions, negotiations or submissions (including any declaration or brief filed in support of the preliminary or final approval of the Settlement), or in this Order or in any other rulings regarding the settlement, shall be construed or used as an admission, concession, or declaration by or against any Party of any fault, wrongdoing, breach or liability in this Action or in any other lawsuit or proceeding, or be admissible into evidence for any purpose in the Action or any other proceeding by any person for any purpose whatsoever.<sup>1</sup> This paragraph shall survive termination of the Settlement and shall remain applicable to the Parties and the Settlement Class Members whether or not they submit a written request for exclusion.

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<sup>1</sup> However, otherwise discoverable information that was disclosed or exchanged during settlement discussions, negotiations, or submissions shall not become protected from future discovery and proceedings merely because it was a part of settlement proceedings.

***P. Continuing Jurisdiction***

This Court shall maintain continuing exclusive jurisdiction over these settlement proceedings to consider all further applications arising out of or connected with the Settlement or this Order, and to assure the effectuation of the Settlement for the benefit of the Settlement Class.

***Q. Continuance of Final Approval Hearing***

The Court reserves the right to adjourn or continue the Final Approval Hearing without further written notice to the Settlement Class Members.

The Court has reviewed the motion, memorandum of law, the Settlement Agreement,<sup>2</sup> and the pleadings filed to date in this matter to determine whether the proposed Settlement Class should be issued notice of the terms of the proposed Settlement pursuant to Rule 23(e). Having fully considered the issues and the arguments offered by counsel, **IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:**

1. Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.
2. The Court preliminarily approves the Settlement Agreement as fair, adequate, and reasonable to the Settlement Class, and within the reasonable range of possible final approval;
3. The parties have shown that the Court will likely approve the Settlement Agreement under Federal Rule 23(e)(2) and certify the Settlement Class for purposes of judgment in accordance with the Settlement Agreement, such that giving of notice to all Settlement

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<sup>2</sup> The definitions used in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and capitalized terms shall have the meanings attributed to them in the Settlement Agreement.

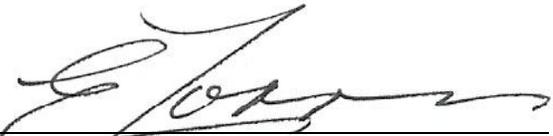
Class Members who would be bound by the Settlement Agreement is justified;

4. The Court approves the Notice Program as the best notice practicable under the circumstances, and as meeting the requirements of due process and Federal Rule of Civil Procedure 23;
5. The Court directs that notice be provided to the Settlement Class in accordance with the Notice Program;
6. The procedure for Settlement Class Members to object to final approval of the Settlement Agreement or for Persons to exclude themselves from the Settlement Class is established as set forth in this Order, and the Opt-Out and Objection Deadline is **July 15, 2019**;
7. The Court approves the suggested form Notice of Opt-Out, provided that potential Settlement Class Members need not use the suggested form and may opt-out by providing the information required hereby in another form;
8. The Courts approves the method of providing the Enhanced Warranty Service and the claim process provided for in the Settlement Agreement for submitting Claim Forms and determining whether Persons qualify as Validated Claimants;
9. Pending final determination of whether the Settlement Agreement should be approved, the Court bars and preliminarily enjoins all Settlement Class Members, directly, on a representative basis or in any other capacity, from commencing, prosecuting, intervening in, or participating as a plaintiff or class member in any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims against any of the Released Parties;
10. Pending final determination of whether the Agreement should be approved, the Court stays all proceedings in this civil action except those related to approval and effectuation of the Settlement Agreement;
11. The Court approves and appoints Epiq Class Action & Claims Solutions to serve as Claims Administrator, with Hilsoft Notifications (a business unit of Epiq) serving as Notice Provider, to perform the tasks as set forth in the Settlement Agreement and execute the Class Notice and, further, authorizes and approves Braztech's role in the

claims process as provided for in Part III(C)(2) of the Settlement Agreement;

12. No discovery (except for reasonable confirmatory discovery requested by Class Counsel) with regard to the Settlement Agreement or its implementation shall be permitted by any prospective Settlement Class Member or any other Person, other than as may be directed by the Court upon a proper showing seeking permission to conduct such discovery by motion filed with the Court, noticed, and served in accordance with applicable rules and procedures;
13. The Court schedules the hearing on Final Approval of the Agreement for August 27, 2019, as set forth in this Order, provided that such hearing may, from time to time without further notice to the Settlement Class, be continued or adjourned by Order of the Court; and
14. The Court authorizes and approves Defendants' continuing the Early Warning Program and beginning to provide the Enhanced Warranty Service prior to Final Approval and approves the evidentiary preclusion provided for in Part IV(B) of the Settlement Agreement.

**IT IS SO ORDERED** this 15th day of March, 2019.



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**Judge Edwin G. Torres**  
**United States Magistrate Judge**