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LINDSAY LAW CORPORATION
21 Natoma Street, Suite 160
Folsom, California 95630

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PAULA HAUG, on behalf of herself and all others similarly situated,	)	NO.: 2:10-cv-00990-MCE
)	
Plaintiffs,	)	ORDER: PRELIMINARILY
	)	APPROVING THE CLASS ACTION
vs.	)	SETTLEMENT; CERTIFYING A
	)	CLASS; DIRECTING THE ISSUANCE
PETSMART, INC., a Delaware corporation; and DOES 1 through 50, inclusive,	)	OF NOTICE TO THE CLASS; AND
	)	SCHEDULING A FAIRNESS HEARING
Defendants.	)	Date: May 5, 2011
	)	Time: 2:00 p.m.
	)	Place: Courtroom 7, 14th Floor
	)	Judge: Honorable Morrison C. England, Jr.

The Application of Plaintiff Paula Haug (herein referred to as "Plaintiff"), for an Order preliminarily approving a proposed Settlement of the above-entitled putative Class Action came on for hearing on May 5, 2011. In response to Plaintiff's Application, Defendant Petsmart, Inc. filed a Statement of Non-Opposition in support of said approval. Having reviewed the Settlement Agreement, the papers filed in connection with the application and the argument of counsel, and good cause appearing therefor subject to the entry by the Court of a Final Order,

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Certification of a Settlement Class, and Approval of Class Notice is granted pursuant to FRCP, Rule 23.

1 2. The Settlement Agreement is preliminarily approved as fair, reasonable and
2 adequate.

3 3. The Court hereby certifies, for settlement purposes, a Class of any and all persons
4 who engaged in a credit card transaction in a California PetSmart store during the period of
5 March 15, 2009 through the present and from whom PetSmart requested and recorded personal
6 identification information at the point of sale in a format other than on a PetPerks enrollment
7 form or application.

8 4. The Class is so numerous that joinder of all Class Members is impracticable; there
9 are questions of law or fact common to the Class; and the claims advanced by the Plaintiff are
10 typical of the claims of the Class.

11 5. The questions of law or fact common to the Class predominate over the questions
12 affecting only individual Class Members.

13 6. Certification of the Class by the Court is superior to other available methods for
14 the fair and efficient adjudication of the controversy.

15 7. Plaintiff will fairly and adequately protect the interests of the Class and is
16 conditionally certified as the representative of the Class for the purpose of implementing the
17 Parties' settlement in accordance with the Settlement Agreement.

18 8. Lindsay Law Corporation is appointed as counsel for the Class.

19 9. The Court finds that the manner and content of the Class Notice specified in
20 Sections 3.2(a), 3.2(b) and 3.2(c) of the Settlement Agreement will provide the best practicable
21 notice to the Class Members. Said Class Notice shall be provided within thirty (30) calendar
22 days of entry of this Order.

23 10. Defendant shall pay all costs associated with distributing the Class Notice and
24 administrating the settlement as provided in the Settlement Agreement.

25 11. A Fairness Hearing shall be held by this Court on October 6, 2011 at 2:00 p.m. in
26 Courtroom 7 to consider fully and finally determine whether the Settlement Agreement should
27 be approved as fair, reasonable and adequate. The Fairness Hearing may be postponed,
28 adjourned or continued by order of the Court without further notice to the Class.

1 12. Any papers in support of the Settlement Agreement may be filed with the Court
2 seven (7) calendar days prior to the Fairness Hearing.

3 13. Any Class Member who wishes to object to the Settlement must file a written
4 objection with the Court, and serve copies on Class Counsel and Defendant's counsel, no later
5 than thirty (30) calendar days prior to the Fairness Hearing. The objection must set forth, in clear
6 and concise terms, the legal and factual arguments supporting the objection. Any Class Member
7 who fails to make his or her objection in the manner provided for in this Order shall be deemed
8 to have waived such objection and shall forever be foreclosed from making any objection to or
9 appeal of the fairness, reasonableness, or adequacy of the Settlement.

10 14. Any Class Member who desires exclusion from the Class must mail a request for
11 exclusion to the Claims Administrator no later than thirty (30) calendar days prior to the Fairness
12 Hearing. All persons who properly mail a request for exclusion shall not be bound by the
13 Settlement and shall have no right with respect to the Settlement.

14 15. If the Settlement Agreement is approved at the Fairness Hearing, the Court shall
15 enter a Final Order Approving the Settlement Agreement and Judgment. The Final Order shall
16 be fully binding with respect to all Class Members who did not request exclusion in accordance
17 with the terms of the Settlement Agreement.

18 16. In sum, the dates for performance are as follows:

19 (a) Notice must be provided as soon as practicable upon Preliminary
20 Approval of the settlement, but no later than thirty (30) calendar days after entry of this
21 Preliminary Approval Order.

22 (b) Any and all claims by Class Members must be received or postmarked no
23 later than sixty (60) calendar days after the last published notice.

24 (c) Objections to the settlement must be made no later than thirty (30) calendar
25 days prior to the Fairness Hearing.

26 (d) All Class Members who are eligible to request exclusion and desire to be
27 excluded must contact the Claims Administrator in writing no later than thirty (30) calendar days
28 prior to the Fairness Hearing.

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(e) Any papers in support of Final Approval of the Settlement Agreement must be filed with the Court at least seven (7) calendar days prior to the Final Fairness Hearing.

(f) The Final Fairness Hearing is to be held in Department 7 of this Court on October 6, 2011 at 2:00 p.m.

17. In the event that the Final Order is not entered for any reason, then the Settlement Agreement, as well as the findings contained herein, shall be deemed null and void *ab initio*.

DATED: May 3, 2011


MORRISON C. ENGLAND, JR.
UNITED STATES DISTRICT JUDGE