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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

ROBERT FORD, INDIVIDUALLY)
AND ON BEHALF OF ALL OTHERS)
SIMILARLY SITUATED,)

Plaintiff,)

vs.)

NATURAL HEALTH TRENDS CORP.,)
CHRIS T. SHARNG, and TIMOTHY S.)
DAVIDSON,)

Defendants.)

No. 2:16-cv-00255-TJH-AFMx

CLASS ACTION

**PRELIMINARY APPROVAL
ORDER**

**** Paragraph 25 inserted by the Court**

The Parties have presented to the Court for preliminary approval a proposed settlement of all claims asserted against all Defendants in the above-captioned action (the "Action"). The terms of the proposed Settlement are set out in a Stipulation of Settlement (the "Stipulation") executed by counsel for the Parties as of October 2, 2017. All capitalized terms used herein have the meanings set forth and defined in the Stipulation.

1 The Court, having reviewing the Stipulation to determine, among other
2 things, whether the proposed Settlement is sufficiently fair, reasonable, and
3 adequate to warrant the issuance of notice of the proposed Settlement to Settlement
4 Class Members, hereby ORDERS, ADJUDGES AND DECREES as follows:

5 **1. Jurisdiction.** The Court has jurisdiction over the subject matter of this
6 Action, the proposed Settlement, and the Settling Parties, and retains jurisdiction to
7 consider all claims, applications, requests for exclusion, requests to appear or
8 objections arising out of or in connection with the proposed Settlement.

9 **2. Preliminary Findings Concerning Proposed Settlement.** The Court
10 preliminarily finds that the proposed Settlement should be approved as: (i) the result
11 of serious arm's-length and non-collusive negotiations between the Settling Parties;
12 (ii) falling within a range of reasonableness warranting final approval; (iii) having
13 no obvious deficiencies; (iv) not improperly granting preferential treatment to Lead
14 Plaintiffs Wang Juan and Manh Dao or Named Plaintiffs Abolghassem Tehrani and
15 Tony A Tran (collectively, "Plaintiffs") or any other Settlement Class Members; and
16 (v) warranting notice of the proposed Settlement to Settlement Class Members and
17 further consideration of the Settlement at the Final Fairness Hearing described
18 below in ¶ 5. Accordingly, the Court hereby preliminarily approves the Stipulation
19 and the proposed Settlement set forth therein, subject to further consideration at the
20 Final Approval Hearing.

21 **3. Settlement Class Defined.** As defined in the Stipulation, "Settlement
22 Class" and "Settlement Class Members" mean and include all Persons who
23 purchased NHTC securities between March 6, 2015 and March 15, 2016, inclusive,
24 and who were damaged thereby, including Plaintiffs. Excluded from the Settlement
25 Class are Defendants; members of the Defendants' immediate families; officers,
26 directors, and subsidiaries of NHTC; any firm, entity, or corporation wholly owned
27 by any Defendant and/or any member(s) of a Defendant's immediate family; any
28 trust of which a Defendant is the settlor or which is for his benefit and/or that of any

1 member of his immediate family; and the legal representatives, heirs, or successors-
2 in-interest of NHTC and the Individual Defendants. Also excluded from the
3 Settlement Class are those Persons who timely and validly request exclusion from
4 the Settlement Class in accordance with the instructions provided in the Notice.

5 **4. Preliminary Certification of Settlement Class.** With respect to the
6 Settlement Class, this Court preliminarily finds for purposes of effectuating this
7 Settlement only that (a) the Settlement Class Members are so numerous that joinder
8 of all Settlement Class Members in the Action is impracticable; (b) there are
9 questions of law and fact common to the Settlement Class which predominate over
10 any individual questions; (c) the claims of the Plaintiffs are typical of the claims of
11 the Settlement Class; (d) Plaintiffs and Co-Lead Counsel have fairly and adequately
12 represented and protected the interests of all Settlement Class Members; and (e) a
13 class action is superior to other available methods for the fair and efficient
14 adjudication of the controversy, considering: (i) the interests of Settlement Class
15 Members in individually controlling the prosecution of separate actions; (ii) the
16 extent and nature of any litigation concerning the controversy already commenced
17 by Settlement Class Members; (iii) the desirability or undesirability of continuing
18 the Action in this particular forum; and (iv) the likely difficulties in managing the
19 Action. Accordingly, pursuant to Rule 23 of the Federal Rules of Civil Procedure,
20 the Court preliminarily certifies the Settlement Class, solely for the purposes of
21 effectuating this Settlement, subject to further consideration at the Final Approval
22 Hearing.

23 **5. Final Approval Hearing.** A hearing (the “Final Approval Hearing”)
24 will be held on March 5, 2018 at 10:00 a.m. before the Honorable Terry J. Hatter, Jr.
25 in Courtroom 9B of the United States District Court for the Central District of
26 California, 350 W. 1st Street, 9th Floor, Los Angeles, CA 90012, to consider,
27 among other things: (a) whether the proposed Settlement of the Action on the terms
28 and conditions provided in the Stipulation is fair, reasonable, and adequate and

1 should be approved by the Court; (b) whether to certify a Settlement Class for
2 purposes of the Settlement; (c) whether the proposed Plan of Allocation of the Net
3 Settlement Fund is fair and reasonable and should be approved by the Court;
4 (d) whether a Final Judgment and order of dismissal with prejudice substantially in
5 the form of Exhibit B to the Stipulation should be entered in this Action; (e) whether
6 to award Co-Lead Counsel attorneys' fees and expenses; (f) any Settlement Class
7 Members' objections submitted in accordance with the Notice; and (g) such other
8 matters as the Court may deem appropriate.

9 **6. Final Papers.** All opening briefs and supporting documents in support
10 of final approval of the Settlement, approval of the Plan of Allocation, and an award
11 of Co-Lead Counsel's attorneys' fees and expenses shall be filed with the Court and
12 served no later than thirty-five (35) calendar days before the Final Fairness Hearing.

13 **7. Plaintiffs and Co-Lead Counsel.** Solely for purposes of the
14 Stipulation and the Settlement, the Court appoints Plaintiffs as class representatives
15 of the Settlement Class pursuant to Rule 23(b)(3) of the Federal Rules of Civil
16 Procedure, and Co-Lead Counsel is appointed as class counsel. Co-Lead Counsel
17 has the authority to enter into the Stipulation on behalf of the Settlement Class and
18 is authorized to act on behalf of all Settlement Class Members with respect to all
19 acts or consents required by or that may be given pursuant to the Stipulation or such
20 other acts that are reasonably necessary to consummate the Settlement.

21 **8. Notice.** The Court approves the form, substance, and requirements of
22 the Notice and Summary Notice (together, the "Notices") annexed to the Stipulation
23 as Exhibits A-1 and A-3, respectively, and finds that the procedures established for
24 publication, mailing and distribution of the Notices substantially in the manner and
25 form set forth in ¶ 9 of this Order: (a) constitute the best notice to Settlement Class
26 Members practicable under the circumstances; (b) are reasonably calculated, under
27 the circumstances, to accurately describe the terms and effect of the Stipulation and
28 of the Settlement and to apprise Settlement Class Members of their right to object to

1 the proposed Settlement or to exclude themselves from the Settlement Class; (c) are
2 reasonable and constitute due, adequate, and sufficient notice to all Persons entitled
3 to receive such notice; and (d) satisfy all applicable requirements of the Federal
4 Rules of Civil Procedure (including Rules 23(c) and (d)), the United States
5 Constitution (including the Due Process Clause), the Private Securities Litigation
6 Reform Act of 1995, the Rules of this Court, and any other applicable law. No
7 Settlement Class Member will be relieved from the terms of the Settlement or the
8 Judgment, including the releases provided for therein, based upon the contention or
9 proof that such Settlement Class Member failed to receive actual or adequate notice.

10 **9. Retention of Claims Administrator and Manner of Notice.** Co-Lead
11 Counsel is hereby authorized to retain Strategic Claims Services (the “Claims
12 Administrator”) to supervise and administer the notice procedure and the processing
13 of claims under the supervision of Co-Lead Counsel as more fully set forth below:

14 (a) Not later than eighteen (18) calendar days after entry of this
15 Order by this Court (the “Notice Date”), the Claims Administrator shall cause the
16 Notice, substantially in the form attached to the Stipulation as Exhibit A-1, to be
17 sent to each Settlement Class Member who can be identified by reasonable effort.
18 Such Notice shall be sent by first-class mail, postage prepaid, to the Settlement
19 Class Member’s last known address.

20 (b) Not later than seven (7) days after the Notice Date, the Claims
21 Administrator shall cause the Summary Notice, substantially in the form attached to
22 the Stipulation as Exhibit A-3, to be published on at least one occasion in *Investor’s*
23 *Business Daily* and published online on *GlobeNewswire*.

24 (c) Not later than thirty-five (35) days before the Final Fairness
25 Hearing, Co-Lead Counsel shall file with the Court one or more affidavits or
26 declarations showing timely compliance with the foregoing mailing and publication
27 requirements.

1 **10. Nominee Purchasers.** Banks, brokerage firms, institutions, and other
2 nominees who purchased NHTC securities for the beneficial interest of other
3 Persons during the Settlement Class Period (“Nominee Purchasers”) shall, within
4 ten (10) calendar days of receipt of the Notice and Proof of Claim and Release,
5 either: (a) provide to the Claims Administrator the name and last known address of
6 each Person for whom they purchased NHTC securities during the Settlement Class
7 Period or (b) request that the Claims Administrator provide additional copies of the
8 Notice and the Proof of Claim and Release form, which will be provided to them,
9 and within ten (10) calendar days of receipt thereof mail the Notice and Proof of
10 Claim and Release form directly to the beneficial owners of NHTC securities. If
11 Nominee Purchasers choose to follow alternative procedure (b) herein, upon such
12 mailing, they must send a statement to the Claims Administrator confirming that the
13 mailing was made as directed and retain the names and addresses of the beneficial
14 owners for any future mailings. Upon receiving appropriate supporting
15 documentation, Co-Lead Counsel and/or the Claims Administrator are authorized to
16 reimburse Nominee Purchasers out of the Settlement Fund for their reasonable out-
17 of-pocket postage and expenses (not to exceed \$.75 per unit) incurred in mailing the
18 Notice and the Proof of Claim and Release form to beneficial owners who are
19 Settlement Class Members, which expenses would not have been incurred except for
20 the sending of such Notice and Proof of Claim and Release form, subject to further
21 order of this Court with respect to any dispute concerning such compensation.

22 **11. CAFA Notice.** The Class Action Fairness Act of 1995, 28 U.S.C.
23 § 1715 (“CAFA”), requires each defendant participating in a class action settlement
24 to notify appropriate Federal and State officials of the proposed settlement within
25 ten (10) calendar days after it is filed in court. Not later than thirty-five (35) days
26 before the Final Approval Hearing, Defendants shall file with the Court an affidavit
27 or declaration showing timely compliance with this CAFA Notice directive.

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1 **12. Participation in the Net Settlement Fund.** Each Settlement Class
2 Member who wishes to participate in recovery from the Net Settlement Fund must
3 submit a valid and timely Proof of Claim and Release form to the Claims
4 Administrator at the address indicated in the form and the Notice.

5 (a) To be valid and timely, a Proof of Claim and Release must be:
6 (i) postmarked or actually received by the Claims Administrator no later than one
7 hundred ten (110) calendar days from the Notice Date, which deadline may be
8 further extended by Order of the Court; (ii) accompanied by adequate supporting
9 documentation for the transactions reported therein, in the form of broker
10 confirmation slips, broker account statements, an authorized statement from the
11 broker containing the transactional information found in a broker confirmation slip,
12 or such other documentation as may be deemed adequate by the Claims
13 Administrator or Co-Lead Counsel; (iii) if the Person executing the Proof of Claim
14 and Release is acting in a representative capacity, accompanied by a certification of
15 his, her, or its current authority to act on behalf of the Settlement Class Member;
16 (iv) complete, with no material deletions or modifications of any of the printed
17 matter contained therein; and (v) signed under penalty of perjury.

18 (b) Once the Claims Administrator receives a timely Proof of Claim
19 and Release, it shall determine whether such claim is valid, deficient or rejected.
20 For each claim determined to be either deficient or rejected, the Claims
21 Administrator shall send a deficiency letter or rejection letter as appropriate,
22 describing the basis on which the claim was so determined. Persons who timely
23 submit a Proof of Claim and Release that is deficient or otherwise rejected shall be
24 afforded a reasonable time (at least seven (7) calendar days) to cure any deficiency
25 if it appears that such deficiency may be cured.

26 (c) By submitting a Proof of Claim and Release, Settlement Class
27 Members submit to the jurisdiction of the Court with respect to the claim submitted.

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1 (d) No discovery shall be allowed on the merits of the Action or the
2 Settlement in connection with processing of Proofs of Claim, nor shall any
3 discovery from or of Defendants be allowed on any topic. No dispute regarding a
4 Proof of Claim and Release shall affect or delay the entry or finality of the Judgment
5 or any alternative judgment approving the Settlement.

6 (e) Any Settlement Class Member who does not submit a timely and
7 valid Proof of Claim and Release shall be barred from sharing in the distribution of
8 the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but
9 will in all other respects be subject to and bound by the provisions of the Settlement
10 and the Judgment, including the releases provided for therein.

11 (f) Notwithstanding any provision in this paragraph to the contrary,
12 Co-Lead Counsel may, in their discretion, accept late-submitted Proof of Claim and
13 Release forms for processing by the Claims Administrator so long as distribution of
14 the Net Settlement Fund is not materially delayed thereby.

15 **13. Exclusions from the Settlement Class.** Any Person falling within the
16 definition of the Settlement Class may, upon request, be excluded from the
17 Settlement Class. Requests for exclusion must be signed by the Person seeking
18 exclusion and must state: (i) the name, mailing address, daytime telephone number,
19 and e-mail address (if any) of the Person seeking exclusion; (ii) each of the Person's
20 purchases and sales of NHTC securities during the Settlement Class Period,
21 including, for each purchase or sale, the date, number of shares and price of the
22 shares purchased or sold; and (iii) that the Person specifically requests to be
23 excluded from the Settlement Class in Ford v. Natural Health Trends Corp. et al.,
24 Case No. 2:16-cv-00255-TJH-AFM (C.D. Cal.). A request for exclusion shall not
25 be effective unless it legibly provides the required information and is timely
26 submitted to the Claims Administrator at the address provided in the Notice, or is
27 otherwise accepted by the Court. To be timely, a request for exclusion must be sent
28 to the Claims Administrator by first class mail and postmarked, or actually received

1 if sent by some other means, no later than twenty-one (21) days before the Final
2 Fairness Hearing or such other date as may be set by the Court. Co-Lead Counsel
3 may contact any Person submitting a request for exclusion, or their attorney if one is
4 designated, to discuss the request for exclusion. All Persons who submit valid and
5 timely requests for exclusion in the manner set forth in this paragraph shall have no
6 rights under the Stipulation, shall not participate in the Settlement or share in the
7 distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or
8 the Judgment entered in the Action or the releases provided for therein.

9 **14. All Non-Excluded Settlement Class Members Bound.** Unless
10 otherwise ordered by the Court, upon the Effective Date, all Settlement Class
11 Members who have not timely and validly requested exclusion from the Settlement
12 Class in accordance with ¶ 13 above shall be subject to and bound by the provisions
13 of the Stipulation and the Judgment, the releases contained therein, and by all other
14 proceedings, rulings, orders, determinations and judgments in this Action, whether
15 favorable or unfavorable to the Settlement Class, regardless of whether such Persons
16 seek or obtain by any means, including, without limitation, by submitting a Proof of
17 Claim and Release or any similar document, any distribution from the Net
18 Settlement Fund.

19 **15. Objections to Settlement.** Any Settlement Class Member who wishes
20 to object to the fairness, reasonableness, or adequacy of the Settlement or the Plan of
21 Allocation, to any term of the Stipulation, or to the award to Co-Lead Counsel of
22 attorneys' fees and expenses, must submit a written objection stating: (a) the
23 objector's name, mailing address, daytime telephone number, and e-mail address (if
24 any); (b) that the objector is objecting to the proposed Settlement, Plan of
25 Allocation, and/or an award of attorneys' fees and/or expenses and/or awards to
26 Plaintiffs in Ford v. Natural Health Trends Corp. et al., Case No. 2:16-cv-00255-
27 TJH-AFM (C.D. Cal.); and (c) the reason(s), if any, for each such objection made.
28 The objection should be accompanied by any legal support or evidence that such

1 objector wishes to bring to the Court’s attention or introduce in support of such
 2 objection. In addition, the objection must be accompanied by documentation
 3 showing each of the objector’s purchases and sales of NHTC securities during the
 4 Settlement Class Period, including, for each purchase or sale, the date, number of
 5 shares and price of the shares purchased or sold. The objector (or an attorney hired
 6 at his, her, or its expense) must file the objection and any supporting documentation
 7 with the Court and serve such objection and documentation on Co-Lead Counsel
 8 and Defendants’ Counsel no later than twenty-one (21) calendar days before the
 9 Final Approval Hearing. The addresses for filing objections with the Court and
 10 service on counsel are as follows:

11 Clerk of the Court 12 United States District 13 Court 14 Central District of 15 California, Western 16 Division 17 First Street Federal 18 Courthouse 19 350 W. 1st Street 20 Los Angeles, CA 90012	11 Nicholas I. Porritt, Esq. 12 LEVI & KORSINSKY, 13 LLP 14 1101 30 th Street N.W., 15 Suite 115 16 Washington, D.C. 20007 17 <i>Lead Counsel for the</i> 18 <i>Class</i>	11 Angela L. Dunning, Esq. 12 COOLEY LLP 13 3175 Hanover Street 14 Palo Alto, CA 94304 15 <i>Defendants’ Counsel</i>
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17 Any Settlement Class Member or other Person who does not timely file and serve a
 18 written objection in accordance with this paragraph shall be deemed to have waived,
 19 and shall forever be foreclosed from making or raising, any objection to the fairness
 20 or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of
 21 Allocation, or to the award of attorneys’ fees and expenses to Co-Lead Counsel for
 22 their representation of the Settlement Class, and any untimely objection will be
 23 barred.

24 **16. Appearance at Final Approval Hearing.** Any objector who files and
 25 serves a timely, written objection in accordance with the instructions in ¶ 15 above
 26 and in this ¶ 16 may appear at the Final Approval Hearing either in person or
 27 through counsel retained at the objector’s expense. Objectors need not attend the
 28 Final Approval Hearing, however, in order to have their objections considered by

1 the Court. Timely objectors or their attorneys intending to appear at the Final
2 Approval Hearing must indicate in their written objection (or in a separate writing
3 filed and served in the same manner no later than twenty-one (21) calendar days
4 before the Final Approval Hearing) that they intend to appear at the Final Approval
5 Hearing and must identify any witnesses they may call to testify and any exhibits
6 they intend to introduce into evidence. Any objector who does not timely file and
7 serve a notice of intention to appear in accordance with this paragraph shall not be
8 permitted to appear at the Final Approval Hearing, unless otherwise ordered by the
9 Court.

10 **17. Service of Papers.** Defendants' Counsel and Co-Lead Counsel shall
11 promptly furnish all Parties with copies of any and all objections, notices of
12 intention to appear and requests for exclusion that come into their possession within
13 five (5) calendar days of receipt, and in no event later than fourteen (14) calendar
14 days before the Final Approval Hearing. Any replies, including any opposition or
15 response by the Parties to objections, notices of intention to appear and requests for
16 exclusion, shall be filed with the Court no later than seven (7) days before the Final
17 Approval Hearing.

18 **18. Fees and Expenses.** All reasonable Notice and Administration Costs
19 incurred in identifying and notifying Settlement Class Members and administering
20 the Settlement shall be paid as set forth in the Stipulation. Following entry of this
21 Order, Co-Lead Counsel may expend from the Settlement Fund up to \$100,000.00
22 to pay Notice and Administration Costs actually incurred. After the Effective Date,
23 additional amounts, up to Fifty Thousand Dollars (\$50,000.00), may be paid from
24 the Settlement Fund for any necessary additional Notice and Administration Costs
25 without further order of the Court, provided that all such expenses must be disclosed
26 in Plaintiffs' motion for a Distribution Order. Further, all Taxes and Tax Expenses
27 shall be paid as set forth in the Stipulation. In the event the Settlement is not
28 approved by the Court, or the Effective Date otherwise fails to occur for any reason,

1 neither Plaintiffs nor Co-Lead Counsel shall have any obligation to repay the
2 reasonable and necessary Notice and Administration Costs, Taxes and Tax Expenses
3 actually paid, incurred or due and owing as of the date the Settlement is terminated
4 (as such date is determined pursuant to the terms of the Stipulation). At or after the
5 Final Fairness Hearing, the Court shall determine whether the Plan of Allocation
6 and Co-Lead Counsel's Fee and Expense Application should be approved. Neither
7 Defendants nor any other Released Person shall have any responsibility for any Plan
8 of Allocation or Co-Lead Counsel's Fee and Expense Application or any Fee and
9 Expense Award that may be entered by the Court, and such matters will be
10 considered separately from the fairness, reasonableness, and adequacy of the
11 Settlement. Any orders or proceedings relating to the Plan of Allocation or the
12 award of attorneys' fees and/or expenses shall not operate to terminate or cancel the
13 Stipulation or the Settlement or otherwise affect or delay approval of the Settlement
14 or the finality of the Judgment.

15 **19. Jurisdiction Over Settlement Fund.** All funds held by the Escrow
16 Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall
17 remain subject to the jurisdiction of the Court, until such time as they are distributed
18 pursuant to the Stipulation or further order(s) of the Court. Under no circumstances
19 shall Co-Lead Counsel disburse any portion of the Settlement Fund before the
20 Effective Date without an order of the Court, except as permitted by ¶ 18 of this
21 Order.

22 **20. Bar on Litigating Settled Claims.** Pending final determination of
23 whether the Settlement should be approved, Plaintiffs and all other Settlement Class
24 Members, and anyone who acts or purports to act on their behalf, are hereby
25 prohibited, barred and enjoined from instituting, prosecuting, participating in, or
26 assisting in the institution, prosecution, or assertion of any Released Claim(s)
27 against any of the Released Persons.

1 **21. Termination of Settlement.** If the Stipulation and the Settlement set
2 forth therein is not approved or is terminated or the Effective Date does not occur
3 for any other reason, the Stipulation and Settlement and all proceedings in
4 connection therewith, including, without limitation, this Order (and its preliminary
5 certification of the Settlement Class), shall be rendered null and void and shall be
6 treated as vacated *nunc pro tunc*, except that any obligations or provisions relating
7 to payment of Notice and Administration Costs and any other obligation or
8 provision that is expressly designated in the Stipulation to survive termination of the
9 Settlement shall survive such termination.

10 **22. Use of Order.** Neither this Order nor the Stipulation, nor any of their
11 terms or provisions, nor any of the negotiations or proceedings connected with them,
12 shall constitute or be construed or used: (a) as an admission, concession, or
13 presumption by or against Defendants or any of the Released Persons of any fault,
14 wrongdoing, breach, or liability of any kind; or (b) as a waiver by any Party of any
15 arguments, defenses, or claims he, she, or it may have; (c) in any manner prohibited
16 by ¶¶ 10.1–10.4 of the Stipulation.

17 **23. Stay.** All proceedings in this Action shall be stayed until further Order
18 of the Court, except as may be necessary to implement the Settlement or comply
19 with the terms of the Stipulation and this Order. This Court retains exclusive
20 jurisdiction over the Action to consider all further matters arising out of or
21 connected with the Settlement.

22 **24. Continuance or Adjournment of Hearing.** The Court reserves the
23 right to continue or adjourn the Final Approval Hearing from time to time without
24 further notice to the Settlement Class. The Court may approve the Settlement, with
25 such modifications as may be agreed to by the Settling Parties, if appropriate,
26 without further notice to the Settlement Class where to do so would not impair
27 Settlement Class Members' rights in a manner inconsistent with Rule 23 and due
28 process of law.

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25. Court's Amendment to Paragraph 7.5 of the Stipulation of Settlement. The last sentence of Paragraph 7.5 of the Stipulation of Ssettlement is amended to read as follows: “. . . charitable organization determined by the Court.”

SO ORDERED this 16th day of November, 2017.



The Honorable Terry J. Hatter, Jr.
United States District Judge