

IN THE CIRCUIT COURT OF LONOKE COUNTY, ARKANSAS  
THIRD DIVISION

**MICHAEL FLORENCE, on behalf  
of himself and all others similarly  
situated,**

Plaintiffs,

vs.

**HORSEPOWER ENTERTAINMENT,  
LLC, and THE MADISON  
COMPANIES, LLC**

Defendants.

Case No. 43CV-18-843

**ORDER GRANTING PRELIMINARY APPROVAL OF PROPOSED CLASS  
ACTION SETTLEMENT**

WHEREAS, the plaintiff and Class Representative Michael Florence  
("Plaintiff") and Horsepower Entertainment, LLC, ("Horsepower") and The Madison  
Companies, LLC ("Madison") (collectively, the "Settling Defendants") have reached

a proposed settlement and compromise of the disputes between them in the above-captioned actions, which is embodied in a Settlement Agreement filed with the Court;

WHEREAS, Plaintiff has applied to the Court for preliminary approval of the proposed Settlement of the Action, the terms and conditions of which are set forth in the Settlement Agreement;

AND NOW, the Court having reach and considered the Settlement Agreement and accompanying documents, and the parties to the Settlement Agreement having agreed and consented to the entry of this Order, IT IS HEREBY ORDERED AS FOLLOWS:

1. The capitalized terms used in this Preliminary Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily approves the Settlement and all of its terms as fair, reasonable and adequate to the Class Members, as falling within the range of possible final approval, and as meriting submission to the Class Members for their consideration.

3. The Class shall consist of the following:

All persons who purchased day passes, children passes, VIP passes, camping passes, RV passes, hotel passes or packages, reserved seating, shower passes, passes of any other kind, or vendor booths to Thunder on the Mountain to be held on Mulberry Mountain, near Ozark, Arkansas between June 26th and 28th, 2015.

Excluded from the Class are the following:

- a) Any Class member that received a refund or charged back the amounts of their Thunder purchase on their credit or debit card;
- b) Any of the named Defendants, their directors, officers, employees, and/or agents;
- c) The judge presiding over this action and her immediate family members;
- d) Any person that timely and properly excludes himself/herself/itself pursuant to the orders of the Court.

4. A Final Approval Hearing shall be held before this Court at 9:00 a.m. on Aug. 18, 2020, to address: (a) whether the proposed Settlement should be finally approved as fair, reasonable and adequate; (b) whether a Final Judgment and Order of Dismissal with Prejudice should be entered; and (c) any other matters that the Court deems appropriate.

5. With the exception of such proceedings as are necessary to implement, effectuate and grant final approval to the terms of the Settlement Agreement, all proceedings are stayed in this this Action and all Class Members are enjoined from

commencing or continuing any action or proceeding in any court or tribunal asserting any claims encompassed by the Settlement Agreement against the Settling Defendants unless the Class Member files a valid and timely Request for Exclusion.

6. The Court approves, as to form and content, the Class Notice as provided in the Settlement Agreement.

7. Within seven (7) days of entry of this Order, Class Counsel shall ensure the Class Notice (including, the Mail and Email Notice, Press Release, and Internet Notice) is provided as agreed in the Settlement Agreement.

8. The Court finds that Plaintiffs' plan for providing Notice to the Class Members as described in the Settlement Agreement constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Class Members of the pendency of the Action and the Final Approval Hearing, and complies fully with the requirements of the Arkansas Rules of Civil Procedure, the Arkansas Constitution, the U.S. Constitution, and any other applicable law.

9. The Court further finds that the Class Notice described in the Settlement Agreement will adequately inform the Class Members of their right to exclude themselves from the Class so as not to be bound by the terms of the Settlement Agreement. Any Class Member who desires to be excluded from the Class, and therefore not bound by the terms of the Settlement Agreement, must

submit to Class Counsel, pursuant to the instructions set forth in the Class Notice, timely and valid written Request for Exclusion.

10. In order to be valid, a Request for Exclusion must: (1) be signed by the member of the Class or his or her authorized representative; (2) be timely mailed to Class Counsel; (3) clearly request exclusion from the Class; and (4) contain the Class Member's name, address, and telephone number. Any Class Member who elects to be excluded shall not be entitled to receive any of the benefits of the Settlement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement or appear at the Final Approval Hearing. The names and addresses of all Persons timely submitting valid Requests for Exclusion shall be provided to the Court under seal.

11. Any Class Member who does not timely submit a valid Request for Exclusion may object to the Settlement Agreement, to Class Counsel's application for attorney's fees and expenses, to the payment of an incentive award, or to the proposed Final Judgment and Order of Dismissal with Prejudice. Class Members making objections must do so in writing setting forth their full name, current address and telephone number, and must state in writing all objections and the reasons therefore, provide copies of any documents relied upon for such objection, and state whether he or she intends to appear at the Final Approval Hearing and

whether he or she is represented by separate legal counsel. Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

12. All objections must be filed with the Court and served on Class Counsel within ten (10) days of the Final Approval Hearing.

13. Any Class Member that files and serves a proper and timely objection shall have the right to appear and be heard at the Final Approval Hearing, either personally or through an attorney retained at the Class Member's own expense. Any Class Member that makes an objection shall make themselves available for deposition by either Party within a reasonable time before the Final Approval Hearing.

14. At least seven (7) days in advance of the Final Approval Hearing, the following shall occur:

- a. Class Counsel shall cause to be filed with the Court declarations attesting to compliance with the notice requirements set forth above.
- b. The Class Representative shall file with the Court a motion in support of final approval of the Settlement and in response to any objections.
- c. Class Counsel and the Plaintiff shall file applications for an award of attorneys' fees and/or incentive award.

15. Service of all papers relating to an objection shall also be made on counsel for the Parties as follows:

Class Counsel:

Scott Poynter  
POYNTER LAW GROUP  
407 President Clinton Ave., Suite 201  
Little Rock, AR 72201

Counsel for Defendants:

Michael Thompson  
WRIGHT, LINDSEY & JENNINGS LLP  
200 West Capitol Avenue, Suite 2300 | Little Rock, AR 72201

AND

Benjamin D. Scheibe  
BROWNE GEORGE ROSS LLP  
2121 Avenue of the Stars, Suite 2800  
Los Angeles, CA 90067

16. Only Class Members who have filed and served valid and timely notices of intention to appear, together with supporting papers, shall be entitled to be heard at the Final Approval Hearing.

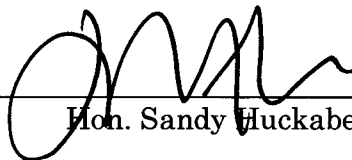
17. Any Class Member who does not make an objection in the time and manner provided in the Settlement Agreement shall be deemed to have waived such objection and forever shall be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement, the payment of attorney's fees and expenses, the payment of an incentive award, or the Final Judgment and Order of

Dismissal with Prejudice.

18. In the event that the proposed Settlement does not become Final, or in the event that the Settlement Agreement becomes null and void pursuant to its terms, this Preliminary Approval Order and all documents filed and orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this civil action or in any other case or controversy; in such event, the Settlement Agreement and all negotiations and proceedings directly related thereto shall be deemed to be without prejudice to the rights of any and all of the Parties, who shall be restored to their respective positions as of the date of the Settlement Agreement.

19. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further notice to the Class Members. The Final Approval Hearing may, from time to time and without further notice to the Class, be continued by order of the Court. Any notice of postponement shall be posted on the Settlement's website.

So Ordered 25<sup>th</sup> day of JUNE 2020,



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Hon. Sandy Huckabee



Agreed as to form.

/s/ Scott Poynter

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/s/ Michael Thompson

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