

JUL 15 2020

By: A. TAYLOR

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

PAIGE PETKEVICIUS, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

LAMPS PLUS, INC., a California corporation,
and DOES 1-50, inclusive,

Defendants.

Case No: 37-2019-00020667-CU-MC-CTL

[E-FILE]

CLASS ACTION

~~[PROPOSED]~~ FINAL JUDGMENT

Date: April 3, 2020

Time: 9:00 a.m.

Dept.: C-73

Judge: Hon. Joel R. Wohlfeil

The Court hereby issues its Final Judgment disposing of all claims based upon the Settlement Agreement¹ entered between Paige Petkevicius ("Plaintiff") and Lamps Plus, Inc. ("Lamps Plus" or "Defendant") and the Court's Order Granting Final Approval of Class Settlement.

IT IS ORDERED AND ADJUDGED THAT:

1. In the Order Granting Final Approval of Class Settlement, the Court granted final certification, for purposes of Settlement only, of the Class defined as: All Lamps Plus customers who purchased Lamps Plus branded or trademarked merchandise bearing a "Compare At" price tag in the State of California from April 22, 2015 to the date of preliminary approval. Excluded from the Class are Lamps Plus's Counsel, Lamps Plus's officers, directors and employees, and the judge presiding over the Action.

¹ Capitalized terms herein, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement and Release. (See ROA No. 20, Declaration of Todd D. Carpenter in Support of Plaintiffs' Unopposed Motion for Preliminary Approval and Provisional Class Certification, Exhibit 1.)

1 2. All persons who satisfy the Class definition above are “Class Members.” However,
2 persons who timely submitted valid requests for exclusion are not Class Members. The list of
3 excluded persons is attached hereto as Exhibit 1.

4 3. In the Order Granting Final Approval of Class Settlement, the Court found that notice
5 of the Settlement Agreement was provided to Class Members by either email or mail for Class
6 Members for whom Lamps Plus had a valid email or mail address, and an online advertisement in
7 compliance with Section 3.2 of the Settlement Agreement, California Rules of Court, rules 3.766
8 and 3.769(f), and due process.

9 4. Plaintiff is awarded \$2,500 as an Individual Settlement Award.

10 5. Class Counsel (Carlson Lynch LLP) is awarded \$700,000 in attorneys’ fees and
11 costs.

12 6. To each Class Member who either (i) received direct notice via email or mail and did
13 not timely request exclusion from, or object to, the Settlement, or (ii) submitted a timely and valid
14 Claim Form (an “Authorized Claimant”), Lamps Plus shall issue either a Voucher or settlement
15 check, pursuant to Sections 2.2 and 3.4 of the Settlement Agreement, which are incorporated herein.

16 7. All Class Members who did not validly and timely request to be excluded from the
17 Settlement, and each of their respective successors, assigns, legatees, heirs, and personal
18 representatives, shall waive and forfeit, and be deemed to have fully, finally and forever released
19 and discharged all manner of action, causes of action, claims, demands, rights, suits, obligations,
20 debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs,
21 expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed
22 or contingent, which they have, or may have, arising out of or relating to any of the acts, omissions
23 or other conduct that have or could have been alleged or otherwise referred to in the Complaint, or
24 any preceding version thereof filed in the Action, including, but not limited to, any and all claims
25 related in any way to the advertisement of prices by Lamps Plus, or any of its subsidiaries or
26 affiliates (including Unknown Claims) (collectively, “Class Released Claims”), against Lamps Plus
27 and each of its direct or indirect parents, wholly or majority-owned subsidiaries, affiliated and
28 related entities, predecessors, successors and assigns, partners, privities, and any of their present and
former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants,

1 insurers, and all persons acting by, through, under or in concert with it, or any of them (collectively,
2 “Released Parties”).

3 The term “Unknown Claims” means, with respect to the Class Released Claims only,
4 Plaintiff and the Class Members expressly waive and relinquish, to the fullest extent permitted by
5 law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other
6 similar provision under federal or state law, which provides:

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
8 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
9 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
10 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
11 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
12 **DEBTOR OR RELEASED PARTY.**

13 As part of this Settlement, Plaintiff and the Class Members state that they fully understand
14 that the facts on which the Settlement was executed may be different from the facts now believed
15 by Plaintiff, Class Members, and Class Counsel to be true, expressly accept and assume the risk of
16 this possible difference in facts, and agree that the Settlement will remain effective despite any
17 difference in facts. Further, Plaintiff and the Class Members agree that this waiver is an essential
18 and material term of this Settlement, and that without such waiver, the Settlement would not have
19 been accepted.

20 8. In addition to the releases made by the Class Members set forth above, Plaintiff
21 makes the additional following general release of all claims, known or unknown. Plaintiff and her
22 successors, assigns, legatees, heirs, and personal representatives release and forever discharge the
23 Released Parties, from all manner of action, causes of action, claims, demands, rights, suits,
24 obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses,
25 costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity,
26 fixed or contingent.

27 In addition, Plaintiff and her successors, assigns, legatees, heirs, and personal
28 representatives, expressly waive and relinquish, to the fullest extent permitted by law, the
provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
provision under federal or state law, which provides:

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A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

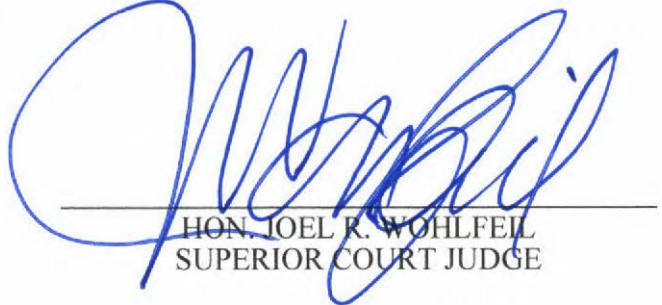
Plaintiff fully understands that the facts on which the Settlement was executed may be different from the facts now believed by Plaintiff and Plaintiff's Counsel to be true, expressly accepts and assumes the risk of this possible difference in facts, and agrees that the Settlement will remain effective despite any difference in facts. Further, Plaintiff agrees that this waiver is an essential and material term of this Settlement, and that without such waiver, the Settlement would not have been accepted.

9. All Class Members are bound by this Final Judgment, by the Order Granting Final Approval of Class Settlement, and by the terms of the Settlement.

NOW, THEREFORE, the Court, finding that no reason exists for delay, hereby directs the Clerk to enter this Final Judgment forthwith.

IT IS SO ORDERED.

DATED: 7-15-20



HON. JOEL R. WOHLFEIL
SUPERIOR COURT JUDGE