

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN DIEGO

PAIGE PETKEVICIUS, AN INDIVIDUAL, ON BEHALF OF HERSELF AND ALL OTHERS SIMILARLY SITUATED,

v.

LAMPS PLUS, INC.

No. 37-2019-00020667-CU-MC-CTL

IF YOU SHOPPED AT LAMPS PLUS IN CALIFORNIA BETWEEN APRIL 22, 2015, AND OCTOBER 11, 2019, YOU MAY BE ELIGIBLE TO RECEIVE \$5 CASH OR A \$20 VOUCHER USABLE AT LAMPS PLUS ON FUTURE PURCHASES.

A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICIATION FROM A LAWYER.

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above pending in the Superior Court of California, County of San Diego (“Action”). If the Court gives final approval to the Settlement, Lamps Plus, Inc. (“Lamps Plus”) will provide, for each Class Member who (i) receives direct notice via email or mail and/or (ii) properly and timely completes and submits a Claim Form, either (A) a settlement check in the amount of \$5; or (B) one Voucher good for \$20 off a purchase of any item at a Lamps Plus retail store (no minimum purchase).

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	Unless you received direct notice of this Settlement via email or mail, you must submit a Claim Form to receive a Voucher. If you received direct notice of this Settlement via email or mail, but wish to receive a settlement check in lieu of a Voucher, you must submit a Claim Form to receive a settlement check. Visit the Settlement Website located at www.CalLampsSettlement.com to obtain a Claim Form.	Deadline: March 4, 2020
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Voucher or settlement check under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against Lamps Plus regarding the allegations in the Action ever again.	Deadline: February 3, 2020
OBJECT	You may write to the Court about why you object to (i.e., don’t like) the Settlement and think it shouldn’t be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: February 3, 2020
GO TO THE “FAIRNESS HEARING”	The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Representative Plaintiff’s request for a service award for bringing the Action. You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a “Notice of Intention to Appear” indicating your intent to do so.	Hearing Date and Time: April 3, 2020, at 9:00 a.m.
DO NOTHING	If you received direct notice of this Settlement via email or mail, and you do not object to or request to exclude yourself from the Settlement, you will automatically receive a Voucher via email or U.S. Mail within sixty (60) days of the Final Settlement Date.	N/A

- These rights and options—and the deadlines to exercise them—are explained in more detail below.

- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION.....PAGE 3

1. Why did I get this Notice?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

THE PROPOSED SETTLEMENT.....PAGE 4

7. What relief does the Settlement provide to the Class Members?

**HOW TO REQUEST A VOUCHER OR SETTLEMENT CHECK—
SUBMITTING A CLAIM FORMPAGE 4**

8. How can I get a Voucher or settlement check?
9. When will I get my Voucher or settlement check?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF.....PAGE 4

10. Do I have a lawyer in this case?
11. How will the lawyers be paid?
12. Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMSPAGE 5

13. What am I giving up to obtain relief under the Settlement?

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT.....PAGE 5

14. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENTPAGE 5

15. How do I tell the Court that I disagree with the Settlement?
16. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING.....PAGE 6

17. What is the Fairness Hearing?
18. When and where is the Fairness Hearing?
19. May I speak at the hearing?

ADDITIONAL INFORMATIONPAGE 7

20. How do I get more information?
21. What if my address or other information has changed or changes after I submit a Claim Form?

BACKGROUND INFORMATION

1. Why did I get this Notice?

You received this Notice because a Settlement has been reached in this Action. According to Lamps Plus's available records, you might be a member of the Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20, below.

2. What is this lawsuit about?

Plaintiff Paige Petkevicius (the "Representative Plaintiff") filed a lawsuit against Lamps Plus on behalf of herself and all others similarly situated. The lawsuit alleges that Lamps Plus engaged in deceptive advertising by advertising purportedly improper discounts on merchandise.

Lamps Plus denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. Lamps Plus further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiff's claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20, below.

3. Why is this a class action?

In a class action lawsuit, one or more people called "Representative Plaintiff(s)" (in this Action, Paige Petkevicius) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, Lamps Plus, is called the "Defendant."

4. Why is there a settlement?

The Representative Plaintiff has made claims against Lamps Plus. Lamps Plus denies that it has done anything wrong or illegal and admits no liability. The Court has **not** decided that the Representative Plaintiff or Lamps Plus should win this Action. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

5. How do I know if I am part of the Settlement?

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: 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.

6. I'm still not sure if I am included.

If you are still not sure whether you are included, you can write the Claims Administrator for free help. The email address of the Claims Administrator is info@CalLampsSettlement.com, and the U.S. postal (mailing) address is P.O. Box 3770, Portland, OR 97208-3770.

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide to the Class Members?

Lamps Plus has agreed (1) to provide Class Members who received direct notice of this Settlement (via email or mail) and who do not timely request exclusion from or object to the Settlement and who do not submit a Claim Form with one Voucher good for \$20 off a purchase in a Lamps Plus retail store in the United States (no minimum purchase), and (2) to provide Class Members who timely and validly complete a Claim Form, with (at the Class Member's selection) either a settlement check in the amount of \$5; or one Voucher good for \$20 off a purchase in a Lamps Plus retail store in the United States (no minimum purchase).

Vouchers will not be stackable with each other and may not be combined with any other coupon or offer. The Vouchers may be used on items that are on sale. The Vouchers shall not be redeemable for cash, and will not be replaced if lost, stolen, or damaged. The Vouchers will be transferable and have no expiration date.

HOW TO REQUEST A VOUCHER OR SETTLEMENT CHECK—SUBMITTING A CLAIM FORM

8. How can I get a Voucher or settlement check?

If you received direct notice of the Settlement by email or mail notice, you need not do anything to receive a Voucher.

To qualify for a Voucher if you did not receive direct notice by email or mail, you must send in a Claim Form and provide proof of Qualifying Purchase. Acceptable proof of purchase can be provided by either submitting a Lamps Plus receipt, or signing under penalty of perjury and identifying the month and year of purchase, the location of the store where the purchase was made, and a description of the product.

If you choose to receive a settlement check, regardless if you received notice of the Settlement by email or mail notice, you must send in a Claim Form. You must (i) verify your identity and contact information in response to the Notice you received, such that the Claims Administrator can deliver a Claim Form to you; and (ii) complete, sign under penalty of perjury, and return the Claim Form to the Claims Administrator.

A Claim Form is available on the Internet at the website www.CalLampsSettlement.com. The Claim Form may be submitted by postal mail. Read the instructions carefully, fill out the form, and postmark it by **March 4, 2020**.

9. When will I get my Voucher or settlement check?

As described in Sections 17 and 18, the Court will hold a hearing **April 3, 2020, at 9:00 a.m.**, to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at www.CalLampsSettlement.com. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFF

10. Do I have a lawyer in this case?

The Court has ordered that the law firm of Carlson Lynch LLP ("Class Counsel") will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Lamps Plus has agreed to pay Class Counsel's attorneys' fees and costs up to \$700,000, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs. Please see paragraphs 2.7 and 2.8 of the Settlement Agreement, available at www.CalLampsSettlement.com, for additional details.

12. Will the Representative Plaintiff receive any compensation for her efforts in bringing this Action?

The Representative Plaintiff will request a service award of up to \$2,500 for her service as class representative and her effort in bringing the Action. The Court will make the final decision as to the amount to be paid to the class representative.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. What am I giving up to obtain relief under the Settlement?

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against Lamps Plus. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Lamps Plus regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website www.CallampsSettlement.com, contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating (a) the name and case number of the Action; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than **February 3, 2020**, to the Claims Administrator at the following address:

*Lamps Plus Claims Administrator
P.O. Box 3770
Portland, OR 97208-3770*

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Voucher or settlement check under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Lamps Plus based on the conduct complained of in the Action.

HOW TO OBJECT TO THE SETTLEMENT

15. How do I tell the Court that I disagree with the Settlement?

At the date, time, and location stated in Section 18, below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, as well as to consider Class Counsel's request for an award of attorneys' fees and costs, and a service award to the Representative Plaintiff.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must submit a written objection to the Claims Administrator at the address set forth below no later than (i.e., postmarked by) **February 3, 2020**:

*Lamps Plus Claims Administrator
P.O. Box 3770
Portland, OR 97208-3770*

Any written objections must contain: (1) the name and case number of the Action; (2) the Class Member's full name, address, and telephone number; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, the legal and factual arguments supporting the objection; (5) facts supporting the person's status as a Class Member (e.g., the date and location of his/her relevant purchases and description of the item[s] purchased); (6) the Class Member's signature and the date; and (7) the following language immediately above the Class Member's

signature and date: “I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding Class membership are true and correct to the best of my knowledge.” You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney’s fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys’ fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to “Notice of Intention to Appear.”

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney’s(s’) name(s), address(es), phone number(s), email address(es), and the state bar(s) to which counsel is (are) admitted. Also, if you intend to request the Court to allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness’s expected testimony.

16. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don’t want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FAIRNESS HEARING

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys’ fees and expenses to Class Counsel; and to consider the request for a service award to the Representative Plaintiff. You may attend, but you do not have to.

18. When and where is the Fairness Hearing?

On **April 3, 2020, at 9:00 a.m.** Pacific, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement’s fairness. The hearing will take place before the Honorable Joel R. Wohlfeil in Department 73 of the Superior Court of California, County of San Diego, located at 330 West Broadway, San Diego, CA 92101. The hearing may be postponed to a different date or time or location without notice. Please check www.CalLampsSettlement.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

19. May I speak at the hearing?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear. If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

20. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action, please visit the Settlement Website located at www.CalLampsSettlement.com. Alternatively, you may contact the Claims Administrator at the email address info@CalLampsSettlement.com or the following U.S. postal (mailing) address: Lamps Plus Claims Administrator, P.O. Box 3770, Portland, OR 97208-3770.

This description of this Action is general and does not cover all the issues and proceedings that have occurred. In order to see the complete file, you should visit the Clerk's office at 330 West Broadway, San Diego, CA 92101. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. What if my address or other information has changed or changes after I submit a Claim Form?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so at the address below:

*Lamps Plus Claims Administrator
P.O. Box 3770
Portland, OR 97208-3770*

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.