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Clerk of the Superior Court

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] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 3, 2020

Time: 9:00 a.m.

Dept.: C-73

Judge: Hon. Joel R. Wohlfeil

On April 3, 2020, this Court held the Fairness Hearing¹ and heard Plaintiff's motion for the Order Granting Final Approval of Class Settlement. This Court reviewed: (a) the motion and the supporting papers, including, the Settlement Agreement; (b) any objections filed with or presented to the Court; (c) the Parties' responses to any objections; and (d) counsels' arguments. Based on this review and the findings below, the Court found good cause to grant the motion.

FINDINGS:

1. Upon review of the record, the Court hereby finds that the Settlement is, in all respects, fair, adequate, and reasonable, and therefore approves it.

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 I.)

1 2. The Court also finds that extensive arm's-length negotiations have taken place, in
2 good faith, between Class Counsel and Lamps Plus's Counsel resulting in the Settlement. Parts of
3 these negotiations were presided over by the experienced mediator Robert A. Meyer, Esq.

4 3. The Settlement provides substantial value to the Class in the form of Vouchers and
5 settlement checks.

6 4. Lamps Plus provided notice to Class Members in compliance with Section 3.3 of the
7 Settlement Agreement, due process, and California Rules of Court, rules 3.766 and 3.769(f). The
8 notices: (i) fully and accurately informed Class Members about the Action and Settlement;
9 (ii) provided sufficient information so that Class Members could decide whether to accept the benefits
10 offered, opt-out and pursue their own remedies, or object to the Settlement; (iii) provided procedures
11 for Class Members to submit written objections to the proposed Settlement, to appear at the Fairness
12 Hearing, and to state objections to the proposed Settlement; and (iv) provided the time, date, and
13 place of the Fairness Hearing.

14 5. The Parties adequately performed their obligations under the Settlement.

15 6. For the reasons stated in the Preliminary Approval and Provisional Class Certification
16 Order, and having found nothing in any submitted objections that would disturb these previous
17 findings, this Court finds and determines that the proposed Class, as defined below, meets all of the
18 legal requirements for Class certification, for Settlement purposes only, under California Code of
19 Civil Procedure § 382.

20 7. An award of \$700,000 in attorneys' fees and costs to Class Counsel is fair and
21 reasonable in light of the nature of this Action, Class Counsel's experience and efforts in prosecuting
22 this Action, and the benefits obtained for the Class.

23 8. The Individual Settlement Award to Plaintiff of \$2,500 is fair and reasonable in light
24 of: (a) Plaintiff's risks (including financial, professional, and emotional) in commencing this Action
25 as the Class Representative; (b) the time and effort spent by Plaintiff in litigating this Action as the
26 Class Representative; and (c) Plaintiff's public interest service.

27 **IT IS ORDERED THAT:**

28 9. **Class Members.** The Class Members are defined as:

1 All Lamps Plus customers who purchased Lamps Plus branded or trademarked
2 merchandise bearing a "Compare At" price tag in the State of California from
3 April 22, 2015 to October 11, 2019. Excluded from the Class are Lamps Plus's
4 Counsel, Lamps Plus's officers, directors and employees, and the judge presiding
5 over the Action.

6 10. **Binding Effect of Order.** This order applies to all claims or causes of action settled
7 under the Settlement, and binds all Class Members, including those who did not properly request
8 exclusion under Paragraph 6 of the Preliminary Approval and Provisional Class Certification Order.
9 This order does not bind persons who submitted timely and valid requests for exclusion.

10 11. **Release.** Plaintiff and all Class Members who did not properly request exclusion are:
11 (1) deemed to have released and discharged Lamps Plus from all claims arising out of, or asserted in,
12 this Action and claims released under the Settlement; and (2) barred and permanently enjoined from
13 asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the
14 release described in this paragraph are set forth in Sections 2.10 and 2.11 of the Settlement Agreement
15 and are specifically incorporated herein by this reference.

16 12. **Class Relief.** Lamps Plus will issue a Voucher to each (i) Class Member who received
17 direct notice via email or mail and who did not timely request to be excluded from, or object to, the
18 Settlement, and (ii) each Class Member who did not directly receive notice properly but who timely
19 completed and submitted a valid Claim Form. Lamps Plus will issue a settlement check to each Class
20 Member who elected to receive a settlement check rather than a Voucher by submitting a valid and
21 timely Claim Form according to the terms and timeline stated in the Settlement Agreement.

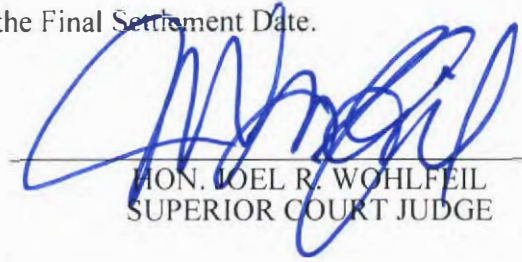
22 13. **Attorneys' Fees and Costs.** Class Counsel is awarded \$700,000 in fees and costs.
23 Payment shall be made pursuant to the timeline stated in Section 2.5 of the Settlement Agreement.

24 14. **Incentive Award.** Plaintiff is awarded \$2,500 as an Individual Settlement Award.
25 Payment shall be made pursuant to the timeline stated in Section 2.4 of the Settlement Agreement.

26 15. **Court's Jurisdiction.** Pursuant to the Parties' request, the Court will retain
27 jurisdiction over this Action and the Parties until the Final Settlement Date.

28 **IT IS SO ORDERED**

DATED: _____



HON. JOEL R. WOHLFEIL
SUPERIOR COURT JUDGE