

SECOND AMENDED SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS AND RIGHTS

1. Parties. The parties to this Second Amended Settlement Agreement and Release of Claims and Rights ("Agreement") are: (a) Anita Gevorkian ("Gevorkian"), Luna Amador ("Amador"), and Linda Petersen ("Petersen") (collectively, "Plaintiffs"), on behalf of themselves and as class representatives acting on behalf of the Class Members defined below; and (b) Pier 1 Imports (U.S.), Inc. ("Pier 1 Imports").

2. Recitals. This Agreement is entered into with reference to the following facts:

2.1 On March 2, 2011, Gevorkian filed a Complaint in the Superior Court of California, County of Los Angeles, entitled Anita Gevorkian v. Pier 1 Imports (U.S.), Inc., Case Number BC456469 (the "Gevorkian Action"). In her Complaint, Gevorkian sought to represent a class of persons who were requested or required to provide "Personal Identification Information," including their address, telephone number, and/or ZIP code, in connection with a credit card transaction at a Pier 1 Imports store in California, in alleged violation of California Civil Code Section 1747.08. Gevorkian asserted a cause of action for violation of California Civil Code Section 1747.08.

2.2 On March 4, 2011, Amador filed a Complaint in the Superior Court of California, County of San Francisco, entitled Luna Amador v. Pier 1 Imports, Inc., Case Number CGC-11-509027 (the "Amador Action"). In her Complaint, Amador sought to represent a class of persons who were requested or required to provide "Personal Identification Information," including their ZIP code, in connection with a credit card transaction at a Pier 1 Imports store in California, in alleged violation of California Civil Code Section 1747.08. Amador asserted causes of action for: (a) violations of California Civil Code Section 1747.08; (b) common law negligence; (c) invasion of privacy; and (d) unlawful intrusion.

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2.3 On or about April 29, 2011, Amador filed a First Amended Complaint in the Amador Action, amending the Complaint by naming as defendant Pier 1 Imports (U.S.), Inc. and deleting as defendant Pier 1 Imports, Inc.

2.4 On March 11, 2011, Petersen filed a Complaint in the Superior Court of California, County of San Francisco, entitled Linda Petersen v. Pier 1 Imports, Inc., Case Number CGC-11-509127 (the "Petersen Action"). In her Complaint, Petersen sought to represent a class of persons who were requested or required to provide "Personal Identification Information," including their ZIP code, in connection with a credit card transaction at a Pier 1 Imports store in California, in alleged violation of California Civil Code Section 1747.08. Petersen asserted causes of action for: (a) violation of California Civil Code Section 1747.08; (b) common law negligence; (c) invasion of privacy; and (d) unlawful intrusion.

2.5 On or about May 24, 2011, Petersen filed a First Amended Complaint in the Petersen Action, amending the Complaint by (a) naming as defendant Pier 1 Imports (U.S.), Inc., and deleting as defendant Pier 1 Imports, Inc. and (b) deleting the latter three causes of action and alleging only one cause of action for violation of California Civil Code Section 1747.08.

2.6 On or about April 11, 2011, Pier 1 Imports filed with the Judicial Council of the State of California its Petition for Coordination of Actions, Judicial Council Coordination Proceeding No. 4669, seeking coordination of the Gevorkian Action, the Amador Action, and the Petersen Action (collectively, the "Coordinated Actions").

2.7 On or about May 3, 2011, Justice Tani G. Cantil-Sakauye, the Chief Justice of California and Chair of the Judicial Council, issued an Order Assigning Coordination Motion Judge, authorizing the Presiding Judge of the Superior Court of California, County of San Francisco, to assign the matter to a judge of the court to sit as coordination motion judge.

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2.8 On or about May 6, 2011, Judge Katherine Feinstein, the Presiding Judge of the San Francisco Superior Court, issued an Order Assigning Coordination Motion Judge and Setting Hearing, assigning Judge John E. Munter to sit as the coordination motion judge and to hear the motion for coordination.

2.9 On or about June 3, 2011, Judge Munter issued Recommendations Regarding Coordination and Stay Order, in which he: (a) determined that the Coordinated Actions are complex; (b) determined that coordination of the Coordinated Actions is appropriate; and (c) recommended that the appropriate site for assignment of the coordination trial judge be the San Francisco Superior Court and that the Court of Appeal, First Appellate District, be designated as the reviewing court.

2.10 On or about June 22, 2011, Justice Tani G. Cantil-Sakauye, the Chief Justice of California and Chair of the Judicial Council, issued an Order Assigning Coordination Trial Judge, authorizing the Presiding Judge of the Superior Court of California, County of San Francisco, to assign this matter to a judge of the court to sit as coordination trial judge.

2.11 On or about September 28, 2011, Judge Katherine Feinstein, the Presiding Judge of the Superior Court of California, County of San Francisco, issued an Order Assigning Coordination Trial Judge and Setting Hearing, assigning Judge Richard A. Kramer to sit as Coordination Trial Judge to hear and determine the Coordinated Actions.

2.12 From September 28, 2011 through April 30, 2013, Judge Kramer conducted proceedings to establish standards for determining what constitutes a violation of Section 1747.08 and factors to be considered in setting penalties after a violation of Section 1747.08 is found to have occurred.

2.13 On March 2, 2015, the Coordinated Actions were reassigned from Judge Kramer to Judge Curtis Karnow for all purposes.

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2.14 The parties have conducted discovery, including production of documents, responding to interrogatories, and taking depositions.

2.15 Pier 1 Imports denies Plaintiffs' allegations in the Coordinated Actions, and denies that Plaintiffs and the Class Members are entitled to any relief whatsoever. Notwithstanding their disagreements, however, the parties have discussed settlement, participated in mediation with Justice Howard B. Wiener (Ret.), and ultimately agreed on the settlement terms embodied in this Agreement.

2.16 Plaintiffs and Pier 1 Imports have settled because they consider it to be in their best interests to settle and dispose of, fully and completely, any and all claims, demands and causes of action heretofore or hereafter arising out of, connected with or incidental to the Coordinated Actions, including, without limitation on the generality of the foregoing, any and all claims, demands and causes of action reflected in the Coordinated Actions, and any and all of the facts and circumstances giving rise to the Coordinated Actions, to the extent such claims, demands, and causes of action are held by Class Members (as defined below) for the Class Period (as defined below).

3. Definitions.

3.1 "Claimant" means any Class Member who submits a Claim Form according to the terms of this Agreement.

3.2 "Claims Administrator" means The Garden City Group, LLC, to be retained to provide class notice and to administer claims made by Class Members.

3.3 "Claim Form" means the form attached hereto as Exhibit A.

3.4 "Claims Period" means ninety (90) calendar days following the first issuance of the Summary Notice.

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3.5 "Class Counsel" means the law firms of: (a) Wucetich & Korovilas LLP; (b) Stonebarger Law, APC; and (c) Patterson Law Group, APC.

3.6 "Class Member(s)" means all Pier 1 Imports customers who were requested or required to provide, and did provide and had recorded, their personal identification information (which includes, but is not limited to, a customer's address, ZIP code, telephone number, and/or email address), during a credit card transaction at a Pier 1 Imports store in California from March 2, 2010 through May 1, 2011. Class Members do not include (a) Pier 1 Imports and its parents, subsidiaries, affiliates, and control persons, as well as officers, directors, agents, attorneys, employees, and immediate family members of all such persons, and (b) Judge Curtis E.A. Karnow, his immediate family, and his staff.

3.7 "Class Notices" means the Summary Notice, the In-Store Notice, and the Detailed Notice.

3.8 "Class Period" means the period from March 2, 2010 through May 1, 2011.

3.9 "Class Representatives" means Anita Gevorkian, Luna Amador, and Linda Petersen.

3.10 "Detailed Notice" means the form attached hereto as Exhibit B.

3.11 "Final Judicial Approval" means the date two (2) court days after (a) sixty-one (61) calendar days after the entry of the Final Settlement Approval Order and the Judgment granting approval of this Agreement, if no timely motions for reconsideration or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date sixty-one (61) calendar days after such appeal or other review has been finally concluded in favor of the Final Settlement Approval Order and the Judgment and the Final Settlement Approval Order and the Judgment are no longer subject to



review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

3.12 "Final Settlement Hearing" means a hearing before the Court for final approval of this Agreement.

3.13 "In-Store Notice" means the form attached hereto as Exhibit C.

3.14 "Final Settlement Approval Order" means the form attached hereto as Exhibit E.

3.15 "Judgment" means the form attached hereto as Exhibit F.

3.16 "Opt-Out and Objection Date" means forty-five (45) calendar days after the first publication and posting of the Class Notices.

3.17 "Preliminary Approval Date" means the date on which the Court enters an order preliminarily approving this Agreement.

3.18 "Summary Notice" means the form attached hereto as Exhibit D.

3.19 "Voucher" or "Merchandise Voucher" means a single ten dollar (\$10.00) credit that can be used toward the purchase of products at any Pier 1 Imports store located in California (and not with telephone orders or on Pier 1.com). Vouchers are valid for twelve (12) months after Vouchers are first issued. Vouchers may not be used to purchase gift cards. Only one Voucher may be used in a single transaction. Each Voucher may only be used one time and the original Voucher must be surrendered at time of use (with any remaining balance forfeited). Only one Voucher may be claimed per Class Member. Vouchers are transferrable. Vouchers are not redeemable for cash. Vouchers are not gift cards or gift certificates under California law or otherwise. Vouchers are not valid for prior purchases. Vouchers may be used on sale and/or promotional items; however, Vouchers may not be combined with any other coupon or voucher.

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Vouchers will not be replaced if lost, stolen, expired, or damaged. Class Members are responsible for any applicable sales tax.

4. Terms and Conditions. In consideration of the terms, conditions, and provisions of this Agreement the parties agree that:

4.1 If this Agreement is finally approved by the Court, then as soon as is reasonably practicable after Final Judicial Approval, and in no event later than thirty (30) calendar days after Final Judicial Approval, Pier 1 Imports will distribute a single Voucher to each Class Member who timely submits a valid Claim Form either by mail or electronically at the Claims Administrator's website. Claim Forms will be made available on a website maintained by the Claims Administrator (where they can be printed out or submitted online through the Claims Administrator's website), and will also be made available through written request to the Claims Administrator. Claim Forms must be returned no later than ninety (90) calendar days after the first publication and posting of the Class Notices. Claim Forms submitted by mail must be fully filled out, must be signed under penalty of perjury, and must be postmarked prior to the expiration of the Claims Period. Claim Forms submitted electronically through the Claims Administrator's website must be fully filled out, must be "signed electronically" under penalty of perjury, as set forth in the Claim Form, and the Claimant must then click the "Submit Claim" button on the online Claim Form no later than 11:59 p.m. Pacific Time Zone on the last day of the Claims Period. The Claims Administrator may review all submitted Claim Forms for completeness, validity, accuracy, and timeliness to determine whether a Claimant is a Class Member, and if it reasonably suspects a claim is invalid, after conferring with Class Counsel, may contact the particular Claimant to request additional information (e.g., approximate date and store location where the relevant transaction occurred, the type of credit card used, and the last four digits of the credit card used) and/or documentation (e.g., a receipt or redacted credit card statement) to determine the validity of the claim. In addition, Pier 1 Imports may, to the extent possible, attempt to verify through its internal records that: (1) the information set forth in a submitted Claim Form is accurate; and (2) the Claimant is

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a Class Member. In the event Pier 1 Imports or the Claims Administrator concludes that any claim is invalid, and Class Counsel disputes that conclusion, the parties will submit the dispute to the Court for resolution. In the event Pier 1 Imports or the Claims Administrator concludes that the claims process or Voucher submissions involve fraud or other improper activity, after meeting and conferring with Class Counsel, Pier 1 Imports may suspend the Voucher issuance and/or redemption process and consult with Class Counsel about remedial measures. If Pier 1 Imports and Class Counsel cannot agree on a resolution, the parties will submit the dispute to the Court for resolution.

4.2 By this Agreement, no settlement fund or common fund is created or implied, and there shall be no unpaid residual whether under California Code of Civil Procedure Section 384 or any other statutory or case authority. Any amounts not provided to Class Members due to a failure to submit a Claim Form, or failure to redeem a Voucher, will not be provided to any third party. Any such amounts will remain solely with Pier 1 Imports. If, for any reason, a court determines otherwise, this Agreement shall be null and void.

4.3 Pier 1 Imports and the Claims Administrator will submit declarations to the Court at least ten (10) calendar days before the Final Settlement Hearing certifying that notice was provided in accordance with the terms of the Agreement and any applicable court order. After the Vouchers have been distributed, Pier 1 Imports or the Claims Administrator shall submit a declaration affirming that Vouchers have been distributed as required under this Agreement.

4.4 Upon the Court's final approval of this Agreement, the parties shall jointly request that the Court enter the Final Settlement Approval Order and the Judgment, pursuant to California Rule of Court 3.769(h). Pursuant to California Code of Civil Procedure Section 664.6, the parties shall request the Court to retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

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4.5 Pier 1 Imports will pay its own attorneys' fees and costs and all costs incurred in administering the settlement.

4.6 Pier 1 Imports and Plaintiffs have, through arms-length negotiations, agreed that an award of attorneys' fees and costs (combined) in the amount of \$375,000 to Class Counsel is fair and reasonable, in light of the nature and circumstances of the action. At the Final Settlement Hearing, Class Counsel will request that the Court approve an award of costs and attorneys' fees to be paid to Class Counsel in the total amount of \$375,000, and Pier 1 Imports will not oppose such a request. If such an award is approved by the Court, then as soon as is reasonably practicable after Final Judicial Approval, and in no event later than fifteen (15) business days after Final Judicial Approval, Pier 1 Imports will pay Class Counsel \$375,000, and no more, separate and apart from any benefits to be paid to the Class. Class Counsel will neither request nor accept an award of attorneys' fees and costs in excess of \$375,000.

4.7 Pier 1 Imports and Plaintiffs have, through arms-length negotiations, agreed that an incentive award to each Class Representative of \$4,000 is fair and reasonable, in light of the nature and circumstances of the action. At the Final Settlement Hearing, Class Counsel will request that the Court approve an incentive award to be paid to each of Gevorkian, Amador, and Petersen in the amount of \$4,000, and Pier 1 Imports will not oppose such a request. If such an award is approved by the Court, then as soon as is reasonably practicable after Final Judicial Approval, and in no event later than fifteen (15) business days after Final Judicial Approval, Pier 1 Imports will pay to each of Gevorkian, Amador, and Petersen the amount of \$4,000, and no more, separate and apart from any benefits to be paid to the Class. Plaintiffs will neither request nor accept an incentive award in excess of \$4,000.

4.8 Plaintiffs and Class Counsel will not issue press releases, contact the media, or make any public announcements concerning this settlement with the exception of the dissemination of Class Notices required under this Agreement and the listing of these Coordinated Actions on the curricula vitae of Class Counsel. Plaintiffs and Class Counsel agree

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to refrain from disparaging Pier 1 Imports publicly or in the media regarding any issue related to this case.

4.9 The value of an individual Voucher has been chosen by the parties as a method of determining an appropriate settlement amount to pay each Class Member, without admission of liability by any party.

5. Release. In further consideration of the terms and provisions of this Agreement, the parties hereto promise and agree as follows:

5.1 Excepting only the obligations imposed by this Agreement, Plaintiffs and the Class Members shall and hereby do forever relieve, release and discharge Pier 1 Imports and its affiliated entities (including, without limitation, parents and subsidiaries), and their predecessors, successors, assigns, attorneys, accountants, insurers, representatives, parents, partners, officers, directors, stockholders, employees, and agents, and each of them, from any and all claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs, and expenses (including but not limited to attorneys' fees), damages, actions, causes of action and claims for relief (referred to hereafter collectively as "claims") of whatever kind or nature, under any theory, whether legal, equitable or other, under the law, either common, constitutional, statutory, administrative, regulatory, or other, of any jurisdiction, foreign or domestic, whether such claims are known or unknown, suspected or unsuspected, concerning the collection of personal identification information from Plaintiffs and the Class Members that occurred from March 2, 2010 through May 1, 2011, including all claims alleged in the Coordinated Actions and all claims based on facts alleged in the Coordinated Actions.

5.2 With respect to the matters released in paragraph 5.1, Plaintiffs and the Class Members expressly waive and relinquish any and all rights and benefits they may have under California Civil Code Section 1542 or other comparable authority in other jurisdictions to

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the full extent that they may waive all such rights and benefits pertaining to the matters released herein. California Civil Code section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

In connection with such waiver and relinquishment, Plaintiffs and the Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the matters released herein. Nevertheless, it is the intention of Plaintiffs and the Class Members by this Agreement, and with the advice of counsel, fully, finally, and forever to settle and release all such matters, and all claims relative thereto, which do now exist, may exist, or heretofore have existed between the parties, to the extent set forth within this Agreement. In furtherance of such intention, the release herein given shall be and remain in effect as a full and complete release of such matters notwithstanding the discovery or existence of any such additional different claims or facts relative to the matters released. This is an essential term of this Agreement without which there would have been no settlement.

5.3 Pier 1 Imports and its employees, officers, and directors hereby release Plaintiffs and Class Counsel from any claims of abuse of process, malicious prosecution, or any other claims arising out of the institution, prosecution, assertion, or resolution of the Coordinated Actions, including, but not limited to, claims for attorneys' fees, costs of suit, or sanctions of any kind.



6. Representations And Warranties. Plaintiffs, on behalf of themselves and the Class Members, on the one hand, and Pier 1 Imports, on the other hand, and each of them, represent and warrant to, and agree with, each other as follows:

6.1 All parties have each received independent legal advice from attorneys of their choice with respect to the advisability of making the settlement and release provided herein, and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement by each party, that party's attorney reviewed this Agreement at length, made negotiated changes, and signed this Agreement to indicate that the attorney approved this Agreement as to form and substance.

6.2 Except as expressly stated in this Agreement, no party has made any statement or representation to any other party regarding any fact relied upon by any other party in entering into this Agreement, and each party specifically does not rely upon any statement, representation, or promise of any other party in executing this Agreement, or in making the settlement provided for herein, except as expressly stated in this Agreement.

6.3 There have been no other agreements or understandings between the parties hereto, or any of them, relating to the disputes referred to in this Agreement, except as expressly stated in this Agreement.

6.4 Each party has made such investigation of the facts pertaining to this settlement and this Agreement, and all of the matters pertaining thereto, as it deems necessary.

6.5 Class Counsel recognize the expense and duration of continued proceedings necessary to continue the litigation against Pier 1 Imports through trial and possible appeals. Class Counsel also have taken into account the uncertainty and risk of the outcome of the litigation and the difficulties and delays inherent in such litigation. Class Counsel are aware of the burden of proof necessary to establish liability for the alleged claims and of Pier 1 Imports' defenses thereto. Class Counsel also have considered the arms-length settlement negotiations

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conducted by the parties. Based upon their investigation, their understanding of the law, and an analysis of the benefits which this Agreement affords to the Class Members, Class Counsel have determined that the settlement set forth in this Agreement is in the best interest of the Class Members.

6.6 The terms of this Agreement, without limitation, are contractual, not a mere recital, and are the results of negotiation among all the parties.

6.7 This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each person executing this Agreement.

6.8 Each person executing this Agreement in a representative capacity warrants that he, she or it is fully authorized and empowered to do so.

6.9 Except for those representations and promises that form this Agreement, in entering into this Agreement and the settlement provided for herein, the parties, and each of them, recognize that no facts or representations are ever absolutely certain; accordingly, each party hereto assumes the risk of any misrepresentation, concealment or mistake, and if any party should subsequently discover that any fact it relied upon in entering into this Agreement was untrue, or that any fact was concealed from any party hereto, or that any understanding of the facts or of the law was incorrect, such party shall not be entitled to set aside this Agreement, or any of the releases contained herein, by reason thereof. Nor shall it affect the releases. This Agreement is intended to be final and binding between all parties regardless of any claims of fraud, misrepresentation, promise made without the intention of performing it, concealment of fact, mistake of fact or law, or any other circumstances whatsoever. Each party relies on the finality of this Agreement as a material factor inducing that party's execution of this Agreement.

6.10 Each party hereto agrees that such party will not take any action which would interfere with the performance of this Agreement by any of the parties hereto or which would adversely affect any of the rights provided for herein.

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6.11 The parties hereto covenant and agree not to bring any claim, action, suit, or proceeding against any party hereto, directly or indirectly, regarding the matters released hereby, and they further covenant and agree that this Agreement is a bar to any such claim, action, suit, or proceeding.

7. Court Approval of Settlement. Preliminary and final Court approval of this Agreement are contemplated by the parties and are express conditions precedent to this Agreement. If such approvals are not given, this Agreement shall be null and void. As part of this settlement, the parties agree to the following procedures for obtaining preliminary approval of the settlement from the Court, notifying the Class Members and obtaining final Court approval of the settlement:

7.1 Preliminary Approval Hearing. The parties shall jointly request a hearing before the Court to consider Plaintiffs' motion for preliminary approval and for entry of a preliminary approval order. In conjunction with this hearing, Plaintiffs will submit this Agreement, which sets forth the terms of this settlement, and will submit proposed forms of all notices and other documents as are necessary to implement the settlement. The parties will also request that the Court set a Final Settlement Hearing, and that such hearing take place at the earliest opportunity after ninety (90) calendar days following the preliminary approval hearing.

7.2 Notice to the Class Members.

7.2.1 Within thirty (30) days of the Preliminary Approval Date, the Claims Administrator shall arrange for publication (on Monday, Tuesday, Wednesday or Thursday) in the San Diego Union-Tribune, the Los Angeles Times, the Bakersfield Californian, the San Jose Mercury News, the San Francisco Chronicle, and the Sacramento Bee of a 1/8-page (or larger) Summary Notice, to be published twice, one week apart.

7.2.2 Within thirty (30) days of the Preliminary Approval Date, Pier 1 Imports shall post the In-Store Notice in a single location at or near the point of sale at each of

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its California retail store locations. The In-Store Notice shall remain posted for at least ninety (90) days.

7.2.3 Prior to publication of the Summary Notice and posting of the In-Store Notice, the Claims Administrator shall post the Detailed Notice, the operative complaints in the Coordinated Actions, this Agreement, the Order Granting Preliminary Approval of Class Action Settlement and Provisional Class Certification, and the Claim Form on a website and shall maintain the website for ninety (90) days from commencement of publication of the Summary Notice and posting of the In-Store Notice.

7.3 Procedure for Opting Out. Class Members who intend to opt out of the settlement must do so by sending a written request for exclusion from the class to the Claims Administrator, such notice to be postmarked on or before the Opt-Out and Objection Date. The written request must contain the excluded person's name and address and must be signed by that person. A Class Member who desires to be excluded but who fails to comply with the opt-out procedure set forth herein shall not be excluded from the class. The Claims Administrator shall compile a list of all Class Members who timely send such a written request for exclusion and provide a copy of that list to the Clerk of the Court ten (10) calendar days before the Final Settlement Hearing.

7.4 Agreement Voidable If Opt-Outs Exceed 200. If more than two hundred (200) Class Members opt-out of this settlement, at Pier 1 Imports' election, made on or before seven (7) calendar days prior to the Final Settlement Hearing, this Agreement is null and void. At no time shall any of the parties or their counsel seek to solicit or otherwise encourage Class Members to opt out of the settlement.

7.5 Procedure for Objecting to the Class Action Settlement.

7.5.1 Procedure for Objecting. The Detailed Notice of settlement shall provide that Class Members who wish to object to the settlement must send a written statement

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objecting to the settlement to Class Counsel by first class mail, postage prepaid, postmarked no later than the Opt-Out and Objection Date. Class Members who fail to make timely written objections in the manner specified above shall have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the settlement.

7.5.2 No Solicitation of Settlement Objections. At no time shall any of the parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the settlement or to appeal from any of the Court's orders in the Coordinated Actions.

7.6 Appeal of Attorneys' Fees Award and/or Incentive Award. A modification or reversal on appeal of any attorneys' fees award or Class Representatives incentive award by the Court will not be deemed a modification of all or a part of the terms of this Agreement, except that Pier 1 Imports will not, under any circumstances, be obligated to pay more than the amounts set forth in this Agreement.

8. Force and Effect of Settlement. In the event that this settlement does not become final in accordance with the terms hereof, then this Agreement will be of no force or effect. The parties hereto agree that this Agreement, including its exhibits, and any and all negotiations, drafts of settlement documents and discussions associated with it, will be without prejudice to the rights of any party, will be inadmissible in evidence against any party, and further will not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Pier 1 Imports or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Coordinated Actions or any other action, and evidence thereof will not be discoverable or used directly or indirectly in any way, whether in the Coordinated Actions or in any other action or proceeding. Both Plaintiffs and Pier 1 Imports expressly reserve all of their rights and preserve all applicable defenses if this settlement does not become final in accordance with the terms of this Agreement. In the event this settlement is terminated, the Agreement and all matters leading up to or related to the

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settlement are confidential settlement communications inadmissible under California Code of Evidence § 1152(a), Rule 408 of the Federal Rules of Evidence, and/or any and all other applicable federal and state rules, regulations, and laws. The provisions of this section will survive and continue to apply to Pier 1 Imports and each Class Member, even if the Court does not approve the settlement, or the Court's approval of this settlement is set aside on appeal. Notwithstanding the foregoing, this Agreement may be used or admitted into evidence against any party as to whom this Agreement is being enforced.

9. Nonassignment of Claims. Plaintiffs and the Class Members represent and warrant that they are the sole and lawful owners of all right, title and interest in and to every claim and other matter which they purport to release herein, and that they have not heretofore assigned or transferred, or purported to assign or transfer to any person or entity any claim or other matters herein released.

10. Settlement. This Agreement affects the settlement of claims which are denied and contested, and nothing contained herein shall be construed as an admission by either party of any liability of any kind to each other or to any other party, all such liability being expressly denied.

11. Successors And Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Plaintiffs and all Class Members, and Pier 1 Imports, and each of them.

12. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

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13. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among each party and the parties' respective attorneys. In the event any court should find any provision of this Agreement to be ambiguous, such terms shall not be construed against any party. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. Pier 1 Imports, Plaintiffs and the Class Members agree that each has the right to set aside or rescind this Agreement if modifications to it are required by the Court or by any appellate court, which are determined by them in their sole discretion to be material.

14. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California.

15. Execution In Counterparts and By Electronic Copy, PDF, or Facsimile. This Agreement may be executed and delivered in counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and Agreement. An electronic copy, PDF, or facsimile of an original signed counterpart shall be deemed an original for all purposes.

16. Survival of Warranties And Representations. The warranties and representations of this Agreement are deemed to survive the closing hereof.

17. Signatures Necessary. This Agreement and the terms and conditions hereof shall not become effective and shall have no force or effect whatever until executed by the parties and their attorneys and exchanged by and between all parties.

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IN WITNESS WHEREOF, the parties hereto and their respective attorneys have executed this Agreement on the dates set forth opposite their respective signatures.

Dated: 7/13/15


ANITA GEVORKIAN

Dated: _____

LUNA AMADOR

Dated: _____

LINDA PETERSEN

Dated: _____

PIER 1 IMPORTS (U.S.), INC.

By: _____

Title: _____



IN WITNESS WHEREOF, the parties hereto and their respective attorneys have executed this Agreement on the dates set forth opposite their respective signatures.

Dated: _____
ANITA GEVORKIAN

Dated: July 13, 2015

LUNA AMADOR

Dated: _____
LINDA PETERSEN

Dated: _____
PIER 1 IMPORTS (U.S.), INC.

By: _____

Title: _____

67

IN WITNESS WHEREOF, the parties hereto and their respective attorneys have executed this Agreement on the dates set forth opposite their respective signatures.

Dated: _____ ANITA GEVORKIAN

Dated: _____ LUNA AMADOR

Dated: 7/13/15 Linda Petersen
LINDA PETERSEN

Dated: _____ PIER 1 IMPORTS (U.S.), INC.
By: _____
Title: _____

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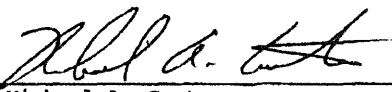
IN WITNESS WHEREOF, the parties hereto and their respective attorneys have executed this Agreement on the dates set forth opposite their respective signatures.

Dated: _____ ANITA GEVORKIAN

Dated: _____ LUNA AMADOR

Dated: _____ LINDA PETERSEN

Dated: 7/15/2015 PIER 1 IMPORTS (U.S.), INC.

By: 
Michael A. Carter

Title: SR VP Compliance and General Counsel, Secretary






APPROVED AS TO FORM BY COUNSEL:

Dated: 7-13-15

WUCETICH & KOROVILAS LLP

By



JASON M. WUCETICH

Attorneys for Plaintiff
ANITA GEVORKIAN

Dated: _____

PATTERSON LAW GROUP, APC

By

JAMES R. PATTERSON

Attorneys for Plaintiff
LINDA PETERSEN

Dated: _____

STONEBARGER LAW, APC

By

GENE J. STONEBARGER

Attorneys for Plaintiff
LUNA AMADOR

Dated: _____

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By

JAMES J. MITTERMILLER

Attorneys for Defendant
PIER 1 IMPORTS (U.S.), INC.

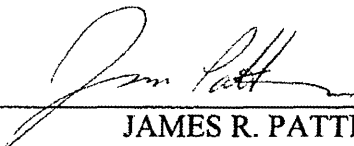


APPROVED AS TO FORM BY COUNSEL:

Dated: _____ WUCETICH & KOROVILAS LLP

By _____
JASON M. WUCETICH
Attorneys for Plaintiff
ANITA GEVORKIAN

Dated: 7/13/15 PATTERSON LAW GROUP, APC

By  _____
JAMES R. PATTERSON
Attorneys for Plaintiff
LINDA PETERSEN

Dated: _____ STONEBARGER LAW, APC

By _____
GENE J. STONEBARGER
Attorneys for Plaintiff
LUNA AMADOR

Dated: _____ SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By _____
JAMES J. MITTERMILLER
Attorneys for Defendant
PIER 1 IMPORTS (U.S.), INC.

APPROVED AS TO FORM BY COUNSEL:


Dated: _____ WUCETICH & KOROVILAS LLP

By _____
JASON M. WUCETICH
Attorneys for Plaintiff
ANITA GEVORKIAN

Dated: _____ PATTERSON LAW GROUP, APC


By _____
JAMES R. PATTERSON
Attorneys for Plaintiff
LINDA PETERSEN

Dated: 7/15/15 STONEBARGER LAW, APC

By 

GENE J. STONEBARGER
Attorneys for Plaintiff
LUNA AMADOR

Dated: 7/15/15 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

By 

JAMES J. MITTERMILLER
Attorneys for Defendant
PIER 1 IMPORTS (U.S.), INC.



EXHIBIT A

CLAIM FORM

Pier 1 Imports Song-Beverly Cases, Coordination Proceeding, JCCP No. 4669

YOU MUST (A) FILL OUT AND MAIL THIS CLAIM FORM TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS BELOW BY FIRST CLASS MAIL, POSTAGE PREPAID, AND POSTMARKED NO LATER THAN [DATE]; OR (B) FILL OUT THIS CLAIM FORM ONLINE AND CLICK THE "SUBMIT CLAIM" BUTTON NO LATER THAN 11:59 P.M. PACIFIC TIME ZONE ON [DATE].

Pier 1 Imports Song-Beverly Cases
Claims Administrator
[ADDRESS]

I. PERSONAL INFORMATION

Name: _____
Address: _____
City, State, Zip Code: _____
Telephone Number : _____
Email (optional): _____

II. PURCHASE INFORMATION

1. I purchased merchandise from a California Pier 1 Imports store, and paid for the merchandise with a credit card between March 2, 2010 and May 1, 2011. At the time of the purchase, I was asked by Pier 1 Imports for my personal identification information (ZIP code, address, telephone number, and/or email address) and I provided the requested information to Pier 1 Imports.
2. Approximate date(s) of such transaction(s) by month/year: _____
(Each Class Member is entitled to receive only one Voucher regardless of the number of qualifying transactions.)

The Claims Administrator may request verification of the accuracy of your claim. Please retain in your possession any receipts, credit card statements, bank statements, or other documents that support your claim.

IF SUBMITTED ELECTRONICALLY THROUGH THE CLAIMS ADMINISTRATOR'S WEBSITE:

I agree that by submitting this claim form I certify under the penalty of perjury of the laws of the State of California that the foregoing is true and correct and that checking this box constitutes my electronic signature on the date of its submission.



IF SUBMITTED BY U.S. MAIL:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____

Signature: _____

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Pier 1 Imports Song Beverly Cases

JCCP Case No. 4669

ANITA GEVORKIAN v. PIER 1 IMPORTS (U.S.), INC., et al.	Case No. BC456469
LUNA AMADOR v. PIER 1 IMPORTS (U.S.), INC., et al.	Case No. CGC-11-509027
LINDA PETERSEN v. PIER 1 IMPORTS (U.S.), INC., et al.	Case No. CGC-11-509127

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

TO: All Pier 1 Imports customers who were requested or required to provide, and did provide and had recorded, their personal identification information (which includes, but is not limited to, a customer’s address, ZIP code, telephone number, and/or email address), during a credit card transaction at a Pier 1 Imports store in California from March 2, 2010 through May 1, 2011.

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

A settlement (“Settlement”) has been proposed in three coordinated class action lawsuits pending in San Francisco County Superior Court (“Court”) titled *Pier 1 Imports Song Beverly Cases*, Judicial Council Coordinated Proceeding Case No. 4669 (the “Coordinated Actions”). Pursuant to the Settlement, each Class Member has the opportunity to receive a single \$10 Merchandise Voucher usable at a California Pier 1 Imports store (no minimum purchase required). The Merchandise Vouchers would be issued by Defendant Pier 1 Imports if the Settlement receives final approval from the Court.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	To receive a \$10 Merchandise Voucher, you are required to fill out and mail in a paper Claim Form or electronically fill out a Claim Form on the settlement website. To obtain a Claim Form, or to access the electronic Claim Form, click HERE , or visit the Settlement website located at www.[xxx].com , or you may contact the Claims Administrator at the mailing address, email address, or telephone number set forth in Section 5 below.	Deadline: [Month Day, Year]
EXCLUDE	If you exclude yourself from the Settlement, you will not	Deadline:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

YOURSELF	receive a Merchandise Voucher under the Settlement. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against Pier 1 Imports regarding the allegations in the Coordinated Actions ever again.	[Month Day, Year]
OBJECT	You may write to Class Counsel about why you object to (<i>i.e.</i> , do not like) the Settlement and think it should not be approved. If you choose to object, you must mail your written objection to Class Counsel, postmarked on or before the deadline. If you object, Class Counsel will submit your written objection to the Court. Submitting an objection does not exclude you from the Settlement. See Section 14 below for instructions on how to make your objection.	Deadline: [Month Day, Year]
GO TO THE "FAIRNESS HEARING"	<p>The Court will hold a "Fairness Hearing" to consider the Settlement, the request for attorneys' fees and costs of the lawyers who brought the Coordinated Actions, and the representative plaintiffs' request for service awards for bringing the Coordinated Actions.</p> <p>You (either you personally or through a lawyer you hire) may, but are not required to, speak at the Fairness Hearing about any objection you submitted to the Settlement. If you intend to speak at the Fairness Hearing, you should also submit a "Notice of Intention to Appear" to Class Counsel, indicating your intent to do so.</p>	Hearing Date: [Month Day, Year] at [Time]
DO NOTHING	<p>You will give up your right to object to the Settlement and you will be not be able to be part of any other lawsuit about the legal claims in this case.</p> <p>Also, if you do nothing you will not receive a Merchandise Voucher under the Settlement.</p>	N/A

- These rights and options—and the deadlines to exercise them—are explained in more detail below.
- The Court in charge of the Coordinated Actions 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.....##

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

THE PROPOSED SETTLEMENT##

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

HOW TO REQUEST A MERCHANDISE VOUCHER – SUBMITTING A CLAIM FORM.....##

7. How can I get a Merchandise Voucher?
8. When will I get a Merchandise Voucher?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS.....##

9. Do I have a lawyer in this case?
10. How will the lawyers be paid?
11. Will the Representative Plaintiffs receive any compensation for their efforts in bringing the Coordinated Actions?

RELEASE OF ALL CLAIMS##

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

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT##

13. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT##

14. How do I tell the Court that I do not like the Settlement?
15. What is the difference between excluding myself and objecting to the Settlement?

FAIRNESS HEARING##

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

GETTING MORE INFORMATION.....##

19. How do I get more information?
20. What if my address or other information has changed or changes after I submit a claim form?

Handwritten signature and initials in the bottom right corner of the page.

1. *What is this lawsuit about?*

The Coordinated Actions allege that Pier 1 Imports stores unlawfully requested and recorded certain personal identification information (such as ZIP codes) from customers who used a credit card to pay for merchandise from March 2, 2010 through May 1, 2011. Plaintiffs asserted a claim for violation of the Song-Beverly Credit Card Act of 1971 (California Civil Code section 1747.08), as well as related claims. Plaintiffs seek civil penalties and attorneys' fees and costs, among other relief. Defendant Pier 1 Imports denies violating California Civil Code section 1747.08 and denies any wrongdoing and any liability whatsoever.

The issuance of this Notice is NOT an expression of the Court's opinion on the merits or the lack of merits of any of the Plaintiffs' claims in the Coordinated Actions or whether the Defendant engaged in any wrongdoing.

For information about how to learn about what has happened in the Coordinated Actions to date, please see Section 19 below.

2. *Why is this a class action?*

In a class action lawsuit, one or more people called "Representative Plaintiffs" (in the lawsuits comprising these Coordinated Actions, the Representative Plaintiffs are Anita Gevorkian, Luna Amador, and Linda Petersen) sue on behalf of other people who may potentially have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members, except for those people who properly exclude themselves from the class, as explained in Section 13 below. The company sued in this case is Pier 1 Imports (U.S.), Inc. ("Defendant" or "Pier 1 Imports").

3. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against Pier 1 Imports. Pier 1 Imports denies that it has done anything wrong or violated any statute and admits no liability. The Court has **not** decided that the Representative Plaintiffs or Pier 1 Imports should win the Coordinated Actions. 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.

4. *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: "Class Member(s)" means all Pier 1 Imports customers who were requested or required to provide, and did provide and had recorded, their personal identification information (which includes, but is not limited to, a customer's address, ZIP code, telephone number, and/or email address), during a credit card transaction at a Pier 1 Imports store in California from March 2, 2010 through May 1, 2011. Class Members do not include (a) Pier 1 Imports and its parents, subsidiaries, affiliates, and control persons, as well as officers, directors, agents, attorneys, employees, and immediate family members of all such persons, and (b) Judge Curtis E.A. Karnow, his immediate family members and his staff.

5. *I'm still not sure if I am included.*

If you are still not sure whether you are included, you can contact the Claims Administrator for free help. The address of the Claims Administrator is: *Pier 1 Imports Song Beverly Cases*, Claims Administrator, [MAILING ADDRESS], [CITY], [STATE] [ZIP CODE]. The email address of the Claims Administrator is _____. The telephone number of the Claims Administrator is _____.

THE PROPOSED SETTLEMENT

6. *What relief does the Settlement provide to the Class Members?*

Pursuant to the Settlement, each Class Member has the opportunity to receive a Merchandise Voucher for a single ten dollar (\$10.00) credit that can be used toward the purchase of products at any Pier 1 Imports store located in California (and not with telephone orders or on Pier 1.com). Vouchers are valid for twelve (12) months after Vouchers are first issued. Vouchers may not be used to purchase gift cards. Only one Voucher may be used in a single transaction. Each Voucher may only be used one time and the original Voucher must be surrendered at time of use (with any remaining balance forfeited). Only one Voucher may be claimed per Class Member. Vouchers are transferrable. Vouchers are not redeemable for cash. Vouchers are not gift cards or gift certificates under California law or otherwise. Vouchers are not valid for prior purchases. Vouchers may be used on sale and/or promotional items; however, Vouchers may not be combined with any other coupon or voucher. Vouchers will not be replaced if lost, stolen, expired, or damaged. Class Members are responsible for any applicable sales tax.

HOW TO REQUEST A MERCHANDISE VOUCHER – SUBMITTING A CLAIM FORM

7. *How can I get a Merchandise Voucher?*

To qualify for a \$10 Merchandise Voucher, you must (a) fill out and mail a Claim Form to the Claims Administrator by first class mail, postage prepaid, and postmarked no later than [DATE]; **OR** (b) fill out an electronic Claim Form on the Internet at the website [www.xxxx.com] and click the "Submit Claim" button no later than 11:59 p.m. Pacific Time Zone on [DATE]. A Claim Form is available by clicking HERE or on the Internet at the website www.[xxx].com, or you may contact the Claims Administrator by telephone, email, or regular mail at the address above. Read the instructions carefully when filling out the Claim Form.

8. *When will I get a Merchandise Voucher?*

The Court will hold a hearing on [Month Day, Year], to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It's always uncertain how these appeals will 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.[xxx].com. *Please be patient.*

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

9. Do I have a lawyer in this case?

The Court has ordered that Patterson Law Group, APC, Stonebarger Law, APC, and Wucetich & Korovilas 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.

10. How will the lawyers be paid?

Class Counsel will request up to \$375,000 in total for their attorneys' fees and reimbursement of costs. The Court will make the final decision as to the amounts to be paid to Class Counsel.

11. Will the Representative Plaintiffs receive any compensation for their efforts in bringing the Coordinated Actions?

The Representative Plaintiffs will request a service award (also known as an "incentive" award) of up to \$4,000 for each Representative Plaintiff for their services as class representatives and their efforts in bringing the lawsuits in the Coordinated Actions. The Court will make the final decision as to the amount to be paid to the class representatives.

RELEASE OF ALL CLAIMS

12. 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 Pier 1 Imports arising from Pier 1 Imports' collection of personal identification information during a credit card transaction from March 2, 2010 through May 1, 2011, including all claims asserted in the lawsuit. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit regarding the allegations in the Coordinated Actions. The Second Amended Settlement Agreement and Release of Claims and Rights ("Settlement Agreement"), available on the Internet at the website [www.\[xxx\].com](http://www.[xxx].com), contains the full terms of the release.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from the Settlement?

You may exclude yourself from the Settlement. If you want to be excluded, you must mail a letter or postcard stating: (a) the name and case number of the Coordinated Actions, "Pier 1 Imports Song Beverly Cases, Judicial Council Coordinated Proceeding, Case No. 4669"; (b) your full name, address, email address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement. The letter or postcard must be sent by first class mail, postage prepaid, must be postmarked no later than [insert: month day, year that is forty-five (45) calendar days after the deadline for providing notice under section 7.3 of the Settlement Agreement], and must be addressed to the Claims Administrator, as follows:

Pier 1 Imports Song Beverly Cases
Claims Administrator
[MAILING ADDRESS]
[CITY], [STATE] [ZIP CODE]

Written requests for exclusion must be mailed and cannot be submitted electronically.

If you timely request exclusion from the Settlement, you will be excluded, you will not be bound by the judgment entered in the Coordinated Actions, and you will not be precluded from prosecuting any timely, individual claim against Pier 1 Imports based on the conduct complained of in the Coordinated Actions. If you file a Claim Form and request exclusion, your request for exclusion will be invalid.

HOW TO OBJECT TO THE SETTLEMENT

14. *How do I tell the Court that I do not like the Settlement?*

At the date, time, and location stated in Section 17 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service awards to the Representative Plaintiffs.

If you have not submitted a timely request for exclusion and wish to object to the fairness, reasonableness or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees and costs or the service awards, you must send a written objection to Class Counsel at the address set forth below by first class mail, postage prepaid, and postmarked no later than [insert: month day, year that is forty-five (45) calendar days after the deadline to provide notice under section 7.5.1 of the Settlement Agreement]. Objections must be mailed and cannot be submitted electronically.

CLASS COUNSEL
GENE STONEBARGER STONEBARGER LAW 75 IRON POINT CIRCLE, SUITE 145 FOLSOM, CA 95630

If you wish to object, your written objection must state: (a) "Pier 1 Imports Song Beverly Cases, Judicial Council Coordinated Proceeding, Case No. 4669"; (b) the full name, address, email address, and telephone number of the person objecting; (c) the words "Notice of Objection" or "Formal Objection;" and (d) in clear and concise terms, the legal and factual arguments supporting the objection, including a short statement of facts demonstrating that the person objecting is a Class Member. You may, but need not, hire a lawyer of your choosing to write and mail in your objection. 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 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 Settlement Agreement. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must send to Class Counsel by first class mail, postage prepaid, postmarked no later than [insert: month day, year that is forty-five (45) calendar days after

deadline to give notice under section 3.16 of the Settlement Agreement], a written notice of your intention to appear, which may be combined with the objection.

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

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

FAIRNESS HEARING

16. *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 Class Members; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Representative Plaintiffs.

17. *When and where is the Fairness Hearing?*

On [_____ at ____ .m.], 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 Curtis E.A. Karnow in Department 304 of the San Francisco County Superior Court, located at the Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102.

The hearing may be postponed to a different date or time or location without notice. Please check [www.\[xxx\].com](http://www.[xxx].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.

18. *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.

You may attend, but you do not have to. As described above in Section 14, you may speak at the Fairness Hearing only if you have mailed Class Counsel an objection and a notice of intention to appear at the Fairness Hearing.

If you have requested exclusion from the Settlement, however, you may not speak at the Fairness Hearing.

GETTING MORE INFORMATION

19. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, and the operative complaints filed in the Coordinated Actions, or to access the Claim Form, please click

on the items below, or visit the Settlement website located at: www.[xxx].com. [Insert links to documents on website.] Alternatively, you may contact the Claims Administrator at the postal mailing address: "Pier 1 Song Beverly Cases, Judicial Council Coordinated Proceeding, Case No. 4669", Claims Administrator, [MAILING ADDRESS], [CITY], [STATE] [ZIP CODE].

This description of the Coordinated Actions is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may access the file online at www.sfsuperiorcourt.org/online-services and enter Case No. CJC11004669.

20. *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:

Pier 1 Imports Song Beverly Cases
Claims Administrator
[MAILING ADDRESS]
[CITY], [STATE] [ZIP CODE]
[EMAIL ADDRESS]

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

By: Order of the HON. CURTIS E.A. KARNOW
JUDGE OF THE SAN FRANCISCO
COUNTY SUPERIOR COURT

EXHIBIT C

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

Pier 1 Imports Song-Beverly Cases, JCCP No. 4669

TO: All Pier 1 Imports customers who were requested or required to provide, and did provide and had recorded, their personal identification information (which includes, but is not limited to, a customer's address, ZIP code, telephone number, and/or email address), during a credit card transaction at a Pier 1 Imports store in California from March 2, 2010 through May 1, 2011.

As part of a proposed settlement, you may be eligible to receive a ten dollar (\$10.00) Merchandise Voucher usable at a California Pier 1 Imports store (subject to certain restrictions as detailed in the Full Notice available at www._____.com).

How Do I Receive A Settlement Merchandise Voucher?

To receive a Merchandise Voucher, you must (a) fill out and mail a Claim Form to the Claims Administrator at the address below postmarked no later than [DATE]; **OR** (b) fill out an electronic Claim Form on the Internet at the website www._____.com and click the "Submit Claim" button no later than 11:59 p.m. Pacific Time Zone on [DATE]. You can obtain a Claim Form online at www._____.com, or by requesting this information from the Claims Administrator by mail or email:

Pier 1 Imports Song Beverly Cases
Claims Administrator
[MAILING ADDRESS],
[CITY], [STATE] [ZIP CODE]
[EMAIL ADDRESS]

Can I Object Or Exclude Myself From The Settlement? What Happens If I Do Nothing?

For further details regarding your rights under the settlement, the claims that will be released through the settlement, and for detailed instructions regarding how to object to the settlement, how to exclude yourself from the settlement, or what happens if you do nothing, please visit www._____.com or contact the Claims Administrator using the contact information above.

EXHIBIT D

SUMMARY NOTICE

THIS NOTICE ADVISES YOU OF A PROPOSED CLASS ACTION SETTLEMENT WITH PIER 1 IMPORTS. THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS -- PLEASE READ IT CAREFULLY.

This summary notice informs you about the settlement of a lawsuit entitled *Pier 1 Imports Song-Beverly Cases*, JCCP No. 4669. The Plaintiffs represent a class of persons who were requested or required to provide, and did provide and had recorded, their personal identification information (which includes, but is not limited to, a customer's address, ZIP code, telephone number, and/or email address), during a credit card transaction at a Pier 1 Imports store in California from March 2, 2010 through May 1, 2011.

Pursuant to the settlement, each Class Member has the opportunity to submit a Claim Form to receive a single \$10 Voucher that may be used in California Pier 1 Imports stores (no minimum purchase required), subject to certain restrictions as set forth in the Detailed Notice.

A Claim Form, and the detailed Notice of Class Action and Proposed Settlement ("Detailed Notice"), are available at [WEB SITE], or can be requested from the Claims Administrator at [ADDRESS] or by email at [Claims Administrator email address].

If you are a Class Member and you (a) fill out and mail a Claim Form to the Claims Administrator by first class mail, postage prepaid, and postmarked no later than [DATE]; OR (b) fill out an electronic Claim Form on the internet at the website [www.xxxx.com] and click the "Submit Claim" button no later than 11:59 p.m. Pacific Time Zone on [DATE], you may be eligible to receive a \$10.00 voucher, which can be used for a limited time at any California Pier 1 Imports store. To exclude yourself from the case and settlement, you must mail a request, postmarked no later than [DATE], to [CLAIMS ADMINISTRATOR'S ADDRESS], identifying Pier 1 Imports Song-Beverly Cases, JCCP 4669, and asking to "opt out" -- exclusion means you will not receive any benefits from the settlement, and you will not be bound by the settlement or any resulting judgment. **If you do not request to be excluded from the settlement, you will be deemed to have released Pier 1 Imports from all claims described in the Second Amended Settlement Agreement and Release of Claims and Rights ("Settlement Agreement") if the settlement is approved by the Court. You can get a copy of the Settlement Agreement at www._____.com.** You can object to the settlement by complying with the applicable procedures in the Detailed Notice and by mailing your objection to Class Counsel, postmarked no later than [DATE].



EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Coordination Proceeding
Special Title (Rule 3.550)

JCCP No. 4669

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Included actions:

Honorable Curtis E.A. Karnow
Department 304

Gevorkian v. Pier 1 Imports (U.S.), Inc.

Superior Court of California
County of Los Angeles
Case No. BC456469

Amador v. Pier 1 Imports (U.S.), Inc.

Superior Court of California
County of San Francisco
Case No. CGC-11-509027

Petersen v. Pier 1 Imports (U.S.), Inc.

Superior Court of California
County of San Francisco
Case No. CGC-11-509127



1 On _____, at ____:____.m., this Court heard the Motion for
2 Final Approval of Class Action Settlement filed by Plaintiffs. This Court reviewed the
3 motion and the supporting papers, including the Second Amended Settlement Agreement
4 and Release of Claims and Rights ("Agreement") previously submitted to this Court,
5 counsel's arguments, and the objector's arguments, if any. As such, based on the review
6 of the settlement and the findings below, the Court finds good cause to grant the motion.
7

8 **FINDINGS:**
9

10 1. Unless otherwise specified, defined terms in the Agreement have the
11 same definition as used in this Final Settlement Approval Order.
12

13 2. The Agreement was entered into in good faith and is fair, reasonable,
14 and adequate. It satisfies the standards and applicable requirements for final approval
15 under California law, including the provisions of Code of Civil Procedure section 382 and
16 Rule 3.769 of the California Rules of Court.
17

18 3. The Court finds that the class as defined herein is ascertainable and
19 sufficiently numerous. The Court further finds that there is a well-defined community of
20 interest; that there are predominant questions of law and fact; that Plaintiffs' claims are
21 typical of the class; that Plaintiffs adequately represent the class; and that a class action is
22 superior to other methods for the fair and efficient adjudication of this controversy.
23

24 4. The Claims Administrator and Defendant Pier 1 Imports (U.S.), Inc.
25 adequately performed their obligations under the Agreement.
26

27 5. The Claims Administrator and Pier 1 Imports provided notice to Class
28 Members in compliance with Section 7.2 of the Agreement, due process, and Rules 3.766

1 and 3.769(f) of the California Rules of Court. The notice: (i) fully and accurately
2 informed Class Members about the lawsuit and settlement; (ii) provided sufficient
3 information so that Class Members were able to decide whether to accept the benefits
4 offered, opt out and pursue their own remedies, or object to the proposed settlement;
5 (iii) provided procedures for Class Members to opt out of the proposed settlement, or to
6 file written objections to the proposed settlement and appear at the fairness hearing to state
7 objections to the proposed settlement; (iv) stated that the judgment, whether favorable or
8 not, will bind all Class Members who do not request to opt out; and (v) provided the time,
9 date and place of the fairness hearing and stated that any Class Member who does not opt
10 out may enter an appearance through counsel.

11
12 **IT IS ORDERED THAT:**

13
14 1. **Class Members.** The Class Members are defined as:

15
16 All Pier 1 Imports customers who were requested or required
17 to provide, and did provide and had recorded, their personal
18 identification information (which includes, but is not limited
19 to, a customer's address, ZIP code, telephone number, and/or
20 email address), during a credit card transaction at a Pier 1
21 Imports store in California from March 2, 2010 through May 1,
22 2011.

23 Class Members do not include (a) Pier 1 Imports and its
24 parents, subsidiaries, affiliates, and control persons, as well as
25 officers, directors, agents, attorneys, employees, and immediate
26 family members of all such persons, and (b) Judge Curtis E.A.
27 Karnow, his immediate family, and his staff.

28 2. **Binding Effect of Order.** This Order applies to all claims and causes
of action settled and released under the Agreement, and binds all Class Members who did
not request to be excluded from the settlement.

1 3. **Release.** Plaintiffs and the Class Members shall and hereby do
2 forever relieve, release and discharge Pier 1 Imports and its affiliated entities (including,
3 without limitation, parents and subsidiaries), and their predecessors, successors, assigns,
4 attorneys, accountants, insurers, representatives, parents, partners, officers, directors,
5 stockholders, employees, and agents, and each of them, from any and all claims, debts,
6 liabilities, demands, obligations, promises, acts, agreements, costs, and expenses
7 (including but not limited to attorneys' fees), damages, actions, causes of action and claims
8 for relief (referred to hereafter collectively as "claims") of whatever kind or nature, under
9 any theory, whether legal, equitable or other, under the law, either common, constitutional,
10 statutory, administrative, regulatory, or other, of any jurisdiction, foreign or domestic,
11 whether such claims are known or unknown, suspected or unsuspected, arising out of, or in
12 connection with, any collection of personal identification information from Plaintiffs and
13 the Class Members that occurred from March 2, 2010 through May 1, 2011, including,
14 without limitation, all claims arising out of, or in connection with, the matters or facts
15 alleged or set forth in the Coordinated Actions.

16
17 4. **Notice of Entry of Judgment.** Notice of entry of the judgment in
18 these Coordinated Actions shall be given to the Class Members by posting such notice on
19 the settlement website located at www._____.com.

20
21 5. **Attorneys' Fees and Costs.** Class Counsel is awarded attorneys' fees
22 and costs (combined) in the total amount of \$_____.

23
24 6. **Incentive Award.** Plaintiffs Anita Gevorkian, Luna Amador, and
25 Linda Petersen are each awarded \$_____ as an incentive award.

26
27 7. **Court's Jurisdiction.** Without affecting the finality of this Order in
28 any way, pursuant to the parties' request under Code of Civil Procedure section 664.6, and

1 California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over this action
2 and the parties for purposes of interpretation, implementation, and enforcement of the
3 parties' settlement, the Agreement, and this Order.

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DATED: _____

HONORABLE CURTIS E.A. KARNOW
JUDGE OF THE SUPERIOR COURT



EXHIBIT F

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Coordination Proceeding
Special Title (Rule 3.550)

JCCP No. 4669

[PROPOSED] JUDGMENT

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

Hon. Curtis E.A. Karnow Department 304

Included actions:

Gevorkian v. Pier 1 Imports (U.S.), Inc.

Superior Court of California
County of Los Angeles
Case No. BC456469

Amador v. Pier 1 Imports (U.S.), Inc.

Superior Court of California
County of San Francisco
Case No. CGC-11-509027

Petersen v. Pier 1 Imports (U.S.), Inc.

Superior Court of California
County of San Francisco
Case No. CGC-11-509127

WHEREAS, on _____, 2015, the Court granted preliminary approval to the parties' Settlement Agreement;

WHEREAS, on _____, 2015, the Court entered its Order Granting Final Approval of Class Action Settlement, finding that the settlement is fair, reasonable

1 and adequate within the meaning of California Code of Civil Procedure section 382 and
2 applicable law;

3
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WHEREAS, the Class Members are defined as:

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All Pier 1 Imports customers who were requested or required to provide, and did provide and had recorded, their personal identification information (which includes, but is not limited to, a customer's address, ZIP code, telephone number, and/or email address), during a credit card transaction at a Pier 1 Imports store in California from March 2, 2010 through May 1, 2011.

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Class Members do not include (a) Pier 1 Imports and its parents, subsidiaries, affiliates, and control persons, as well as officers, directors, agents, attorneys, employees, and immediate family members of all such persons, and (b) Judge Curtis E.A. Karnow, his immediate family, and his staff.

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WHEREAS, the Class Members have released the claims against Defendant Pier 1 Imports (U.S.), Inc. ("Defendant"), as set forth in the Court's Order Granting Final Approval of Class Action Settlement ("Final Approval Order"); and

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WHEREAS, Plaintiffs and the Class Members shall take nothing from Defendant except as set forth in the Settlement Agreement and the Order Granting Final Approval of Class Action Settlement;

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NOW THEREFORE the Court hereby enters judgment pursuant to California Rule of Court 3.769(h). Pursuant to the agreement of the parties under Code of Civil Procedure section 664.6, the Court retains jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement.

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DATED: _____

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HONORABLE CURTIS E.A. KARNOW
JUDGE OF THE SUPERIOR COURT

