

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 completely fill out and mail a paper Claim Form or completely fill out electronically 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.Pier1Settlement.com , or you may contact the Claims Administrator at the mailing address, email address, or telephone number set forth in Section 5 below.	Deadline: December 3, 2015
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not 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.	Deadline: December 3, 2015

QUESTIONS? CALL TOLL-FREE 1 (888) 398-1032 OR VISIT WWW.PIER1SETTLEMENT.COM

<p>OBJECT</p>	<p>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.</p>	<p>Deadline: December 3, 2015</p>
<p>GO TO THE “FAIRNESS HEARING”</p>	<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>	<p>Hearing Date: January 13, 2016 at 9:00 a.m.</p>
<p>DO NOTHING</p>	<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>	<p>N/A</p>

- 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.***

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BACKGROUND INFORMATION

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, P.O. Box 35100, Seattle, Washington 98124-1100. The email address of the Claims Administrator is Pier1Settlement@GardenCityGroup.com. The telephone number of the Claims Administrator is 1 (888) 398-1032.

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 Pier1.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) completely fill out and mail a Claim Form to the Claims Administrator by first class mail, postage prepaid, and postmarked no later than December 3, 2015; **OR** (b) completely fill out an electronic Claim Form on the Internet at the website www.Pier1Settlement.com and click the “Submit Claim” button no later than 11:59 p.m. Pacific Time Zone on December 3, 2015. A Claim Form is available by clicking [HERE](#) or on the Internet at the website www.Pier1Settlement.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 January 13, 2016, 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.Pier1Settlement.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.Pier1Settlement.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 December 3, 2015, and must be addressed to the Claims Administrator, as follows:

Pier 1 Imports Song-Beverly Cases
Claims Administrator
P.O. Box 35100
Seattle, WA 98124-1100

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,

QUESTIONS? CALL TOLL-FREE 1 (888) 398-1032 OR VISIT WWW.PIER1SETTLEMENT.COM

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 December 3, 2015. 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 December 3, 2015, 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 January 13, 2016 at 9:00 a.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.Pier1Settlement.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.Pier1Settlement.com.

[Settlement Agreement](#)
[Preliminary Approval Order](#)
[Operative Complaints](#)
[Claim Form](#)

Alternatively, you may contact the Claims Administrator at the postal mailing address: *Pier 1 Imports Song-Beverly Cases*, Claims Administrator, P.O. Box 35100, Seattle, Washington 98124-1100.

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
P.O. Box 35100
Seattle, WA 98124-1100
Pier1Settlement@GardenCityGroup.com

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