

Gene J. Stonebarger, State Bar No. 209461
Richard D. Lambert, State Bar No. 251148
STONEBARGER LAW
A Professional Corporation
75 Iron Point Circle, Suite 145
Folsom, CA 95630
Telephone (916) 235-7140
Facsimile (916) 235-7141

Attorneys for Plaintiff Amador and the Class

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: 4669

CLASS ACTION

**NOTICE OF MOTION AND
RENEWED UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: July 29, 2014

Time: 2:00 p.m.

Dept.: 304

Judge: Hon. Curtis E.A. Karnow

Date Action Filed: March 4, 2011

Trial Date: Not Yet Set

TO THE COURT AND TO ALL PARTIES AND THEIR ATTORNEYS:

PLEASE TAKE NOTICE that on July 29 2015, at 2:00 p.m., or as soon thereafter as counsel can be heard in Department 304 of the above-entitled Court located at 400 McAllister Street, San Francisco, CA 94102, Plaintiffs Anita Gevorkian, Luna Amador and Linda Petersen will and hereby do move for an Order Preliminarily Approving the Class Action Settlement in this matter pursuant to Rule 3.769 of the California Rules of Court, including each of the following:

- 1 (1) preliminarily approving the Settlement Agreement as being fair, reasonable, and
2 adequate;
- 3 (2) provisionally certifying the Class under California Rules of Court, Rule 3.769(d)
4 for settlement purposes only;
- 5 (3) preliminarily approving the form, manner, and content of the Class Notices and
6 Claim Form;
- 7 (4) appointing Plaintiffs Anita Gevorkian, Luna Amador and Linda Petersen as the
8 Class representatives;
- 9 (5) appointing the law firms of Stonebarger Law, APC, Patterson Law Group, APC
10 and Wucetich and Korovilas, LLP, as counsel for the Class; and
- 11 (6) setting the date and time of the Fairness Hearing.

12 This renewed unopposed motion for preliminary approval of the class action settlement is
13 based upon this notice of motion and motion, the accompanying memorandum of points and
14 authorities, the supporting Declarations filed herewith, the records and files in this action, and
15 upon such further and additional papers and argument as may be presented herein.

16 Dated: July 17, 2015

STONEBARGER LAW, APC
PATTERSON LAW GROUP, APC
WUCETICH & KOROVILAS, LLP

20 By: 

Gene J. Stonebarger
Attorneys for Plaintiffs and the Class

Gene J. Stonebarger, State Bar No. 209461
Richard D. Lambert, State Bar No. 251148
STONEBARGER LAW
A Professional Corporation
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Folsom, CA 95630
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SPECIAL TITLE [RULE 3.550]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

JUDICIAL COUNCIL COORDINATION
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CLASS ACTION

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
RENEWED UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: July 29, 2015

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I. INTRODUCTION

These are putative class actions brought by Plaintiffs Anita Gevorkian, Luna Amador and Linda Petersen (“Plaintiffs”), on behalf of themselves and all persons from whom Defendant Pier 1 Imports (U.S.), Inc. (“Pier 1 Imports”) requested and recorded personal identification information in conjunction with a credit card purchase transaction in a California retail store. Defendant owns and operates retail stores throughout California. This action arises from Defendant’s alleged violations of the Song-Beverly Credit Card Act (the “Act”), codified as California Civil Code section 1747.08 (“Section 1747.08”), as a result of Pier 1 Imports’ alleged practice of requesting and recording personal identification information, specifically ZIP codes, from customers in conjunction with credit card purchase transactions at certain of their California retail stores during the period of time from March 2, 2010 through May 1, 2011. Defendant denies all claims of wrongdoing and asserts several affirmative defenses on the grounds that its conduct did not violate Section 1747.08 or any other laws relating to its alleged conduct.

After extensive negotiations and two mediations with Justice Howard Wiener, Plaintiffs and Defendant entered into the Settlement Agreement and Release. Declaration of Gene J. Stonebarger (“Stonebarger Decl.”), ¶2. Following the original Preliminary Approval Hearing on October 9, 2014 before the Honorable Richard A. Kramer, at the request of Judge Kramer the parties made changes to the settlement documents and the [Proposed] Order. The Settlement Agreement was subsequently amended for a second time following the continued Preliminary Approval Hearing held before this Court on April 13, 2015. The Second Amended Settlement Agreement and Release of Claims and Rights (the “Settlement Agreement”) is filed concurrently herewith and attached as **Exhibit 1** to Stonebarger Decl. Under the settlement, Defendant agrees to provide a Merchandise Voucher in the amount of \$10 to all Class Members who submit a timely and valid Claim Form.

Plaintiffs now move the Court for an order: (1) preliminarily approving the Settlement Agreement as being as within the range of acceptable settlements; (2) provisionally certifying the Class under California Rules of Court, Rules 3.764(e) and 3.769(d) for settlement purposes

only; (3) preliminarily approving the form, manner, and content of the Class Notices; (4) appointing Plaintiffs Anita Gevorkian, Luna Amador and Linda Petersen as the Class representatives; (5) appointing the law firms of Stonebarger Law, APC, Patterson Law Group, APC, and Wucetich & Korovilas LLP, as counsel for the Class; and (6) setting the date and time of the final approval hearing.

II. PROCEDURAL HISTORY

On March 2, 2011, Plaintiff 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.

On March 4, 2011, Plaintiff 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.

On March 11, 2011, Plaintiff 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 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.

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.

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").

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.

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

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.

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.

On or about September 28, 2011, the Honorable 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 the Honorable Richard A. Kramer to sit as Coordination Trial Judge to hear and determine the Coordinated Actions.

From September, 2011 through April, 2013, Judge Kramer conducted proceedings in this case, and several related cases, 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. On April 30, 2013, Judge Kramer entered a Statement of Decision on Bifurcated Trial on Standards for Determination of 1) Number of Violations Under the Song-Beverly Act and 2) The Appropriate Amount of Civil Penalty Assessment for Each Violation. *See* Exhibit 2 to Stonebarger Decl.

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

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 participated in mediation with Justice Howard B. Wiener (Ret.), and ultimately agreed on the settlement terms embodied in the Settlement.

III. BRIEF EXPLANATION OF THE ALLEGATIONS AND RELEVANT FACTS

Section 1747.08 prohibits retailers from requesting and recording personal identification information from consumers who pay for goods with a credit card:

(a) Except as provided in subdivision (c), no person, firm, partnership, association, or corporation that accepts credit cards for the transaction of business shall do any of the following:

...
(2) ***Request***, or require as a condition to accepting the credit card as payment in full or in part for goods or services, ***the cardholder to provide personal identification information***, which the person, firm, partnership, association, or corporation accepting the credit card writes, causes to be written, or otherwise records upon the credit card transaction form or otherwise.

Cal. Civ. Code § 1747.08(a)(2) (emphasis added). Personal identification information, as that term is used in Section 1747.08, includes a cardholder's ZIP code. Cal. Civ. Code § 1747.08(b); *Pineda v. Williams-Sonoma Stores, Inc.* (2011) 51 Cal.4th 524, 536. The protections of Section

1747.08 cannot be waived by consumers. Cal. Civ. Code § 1747.04 (“[a]ny waiver of the provisions of [the Credit Card Act] is contrary to public policy, and is void and unenforceable.”).

Plaintiffs contend that Pier 1 Imports’ practices here violated Section 1747.08(a). Section 1747.08(e) imposes a civil penalty of *up to* \$250 for the first violation and \$1,000 for each subsequent violation. The amount of the civil penalty to be imposed against a defendant is within the broad discretion of the trial court. *Pineda v. Williams-Sonoma Stores, Inc.* (2011) 51 Cal.4th 524, 536. “Presumably this could span between a penny (or even the proverbial peppercorn we all encountered in law school) to the maximum amounts authorized by the statute.” *Id.*

Pier 1 Imports had a policy in place for most of the Class Period (March 2, 2010 through May 1, 2011) to collect ZIP codes from credit card customers, as well as other customers, at the point of sale in its California stores. Exhibit 4 to Stonebarger Decl. (Deposition of Nicole Jowers) at 22:16-21; *See also* Exhibit 6 to Stonebarger Decl. (Zip Code Capture Policy). However, in informal and formal discovery and briefing and hearings before this Court, Defendant has consistently denied any wrongdoing in this case.

Pier 1 Imports argues that it is not liable, and contends, among other things, that the requests by Pier 1 Imports’ employees - and the customers’ subsequent responses - were completely voluntary. (Plaintiffs, however, contend that voluntariness is not a defense to the statute.) Specifically, in November 2009, Pier 1 Imports began asking customers during purchase transactions (regardless of the form of tender) if they would provide their ZIP code. *See* Exhibit 3 to Stonebarger Decl. (Deposition Brian Murphy) at 13:5-14; *see also* Exhibit 5 to Stonebarger Decl. (Responses to Special Interrogatories) at p. 5. As of that time, two separate panels of the California Court of Appeal had unanimously held in two published opinions that it was **NOT** a violation of the Act to request and record a customer’s ZIP code. *See Party City v. Superior Court* (2008) 169 Cal.App.4th 497; *Pineda v. Williams-Sonoma Stores, Inc.* (2009) 178 Cal.App.4th 714. The California Supreme Court later overruled those decisions in *Pineda v. Williams-Sonoma Stores, Inc.* (2011) 51 Cal.4th 524, which was issued on February 10, 2011. Pier 1 Imports stopped requesting ZIP codes the next day. *See* Exhibit 3 to Stonebarger Decl. at

1 45:8-20.

2 Pier 1 Imports began requesting ZIP codes for use in identifying potential store
3 locations, guidance on newspaper ad insert placement and analysis of the performance of its
4 marketing vehicles. Exhibit 3 to Stonebarger Decl. at 13:19-14:2, 38:3-13, 39:11-42:3 & 47:8-
5 49:4. It recorded ZIP codes offered by its customers through a prompt that appears on the point
6 of sales system ("POS") prior to initiating each sales transaction (before any indication of the
7 form of tender for payment). Exhibit 4 to Stonebarger Decl. (Deposition of Nicole Jowers) at
8 23:4-17. Customers were not required to provide their ZIP codes as a condition for completing
9 their sales transaction or as a condition for the use of their credit card. Exhibit 6 to Stonebarger
10 Decl.. Rather, customers could decline to provide a ZIP code for any reason, and the sales
11 associates were trained how to bypass the POS prompt for such customers. *Id.*

12 Pier 1 Imports never used the ZIP code information to reverse append customers'
13 addresses. Exhibit 3 to Stonebarger Decl. at 19:2-20:1. It also never sold the collected ZIP
14 code information to third parties and never provided the information to anyone except its
15 marketing partner, who was responsible for placing newspaper inserts within a specified
16 geographic area. *Id.* at 19:2-20:1 & 48:8-49:4. Pier 1 Imports did not use, or allow others to
17 use, the ZIP codes for telemarketing or junk mail. *Id.* at 19:2-20:1 & 39:11-40:2. Pier 1
18 Imports' position is that it has not violated the statute, and even if it is found in technical
19 violation, any civil penalty imposed here will be a peppercorn under the penalty factors this
20 Court has articulated.

21 Despite its belief it has a strong defense to the merits and potential penalties, Pier 1
22 Imports desires to settle this class action and the claims asserted in the class action complaint on
23 the terms and conditions set forth in the Settlement Agreement. Should this case not resolve,
24 the parties believe that there are legitimate factual and legal issues in dispute that will
25 undoubtedly be vigorously contested in any future legal proceedings.

26 The settlement was reached after arms-length negotiations by experienced counsel on
27 both sides. *See* Stonebarger Decl. at ¶13. The settlement terms are fair, reasonable, and
28 adequate and were achieved with the assistance of Justice Wiener, a mediator experienced in

settling Song-Beverly class actions. *Id.*

IV. BASIC ELEMENTS OF THE PROPOSED SETTLEMENT

A. Establishment of the Class

For settlement purposes only, the parties agree to certification of a settlement class, pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.769(d). The parties have agreed to define the class as follows:

Class Member(s) means all Pier 1 Imports customers who were requested or required to provide, and did provide and had recorded, their ZIP codes or other “Personal Identification Information,” as that term is defined in California Civil Code Section 1747.08(b), 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.

See Settlement Agreement, ¶3.6.

There are two requirements to certify a class: (1) the class must be ascertainable; and (2) there must be a well defined community of interest in the questions of law and fact involved affecting the parties to be represented. *Arias v. Superior Court* (2007) 63 Cal.Rptr.3d 272, 276.¹

California courts apply a “lesser standard of scrutiny” to certification of settlement classes. *Dunk, supra*, 48 Cal.App.4th at 1807, n.19 (addressing the two purposes of the certification scrutiny: “(1) to keep the lawsuit manageable for trial; and (2) to protect the interests of the non-representative class members,” and explaining that the first of these purposes is inapplicable to settlement classes while the second purpose is fulfilled through the final fairness review process”); *see also Global Minerals & Metals Corp. v. Superior Court* (2003) 113 Cal. App. 4th 836, 859 (noting the lesser standard of scrutiny for settlement classes).

¹ Pier 1 Imports agrees to the certification of a class for settlement purposes only. The parties agree that should the settlement not receive final approval, Pier 1 Imports’ agreement that a class may be certified for settlement purposes may not be used in any manner, including, without limitation, in support of any subsequent motion for class certification. This application and any class conditionally certified for settlement purposes shall have no other effect upon this or any other action, including no effect upon this action should the settlement not ultimately be approved.

1. *Numerosity*

As many courts have recognized, there is no precise number of class members to establish numerosity. However, generally courts will find putative classes sufficiently numerous when the class comprises 40 or more members. *Newberg on Class Actions*, “Prerequisites for Maintaining a Class Action,” §3:5, p. 246-47 (4th ed. 2002).

Here, according to Pier 1 Imports, during the Class Period there were approximately 1.3 million credit card transactions during which a customer's ZIP code was collected (excluding Pier 1 rewards card transactions). Exhibit 3 to Stonebarger Decl. at 58:11-20. As such, the numerosity requirement is satisfied.

2. *Commonality*

There are multiple “common issues” affecting the entire class and Defendant’s liability; mainly, whether Defendant’s conduct of requesting and recording cardholders' personal identification information during credit card transactions violates Section 1747.08. Stonebarger Decl., ¶9. Though the parties dispute whether such conduct constitutes a violation of Section 1747.08, the issue is nonetheless common amongst the Class.

3. *Typicality*

Here, Plaintiffs allege they were subjected to Defendant’s alleged unlawful policy and practice. Plaintiffs allege that Defendant requested and recorded their personal identification information during a credit card purchase transaction which constituted a violation of Section 1747.08. Importantly, Plaintiffs allege no claims or facts unique to themselves. Stonebarger Decl., ¶10. The requirement of typicality is satisfied.

4. *Adequacy*

Plaintiffs are members of the proposed class and have the same interests as the Class in maximizing the recovery from Defendant. They allege Defendant requested and recorded their personal identification information during a credit card purchase transaction which constituted a violation of Section 1747.08. They allege no claims or facts unique to themselves or that conflict with the claims of absent class members. Thus, Plaintiffs are adequate representatives. Likewise, Plaintiffs have retained counsel with significant experience in prosecuting large

consumer protection class actions. Stonebarger Decl., ¶11, Exh. 7; the Declaration of James R. Patterson, ¶4; Exh. 1; and the Declaration of Jason M. Wucetich, ¶¶ 5-9.

Because the proposed Class meets the criteria for certification, provisional certification for settlement purposes only is appropriate.

B. Distribution of Pecuniary Benefits to the Class

All Class Members who submit a timely and valid claim, either by mail or online electronically through the Claims Administrator's² website (www.pier1settlement.com), will be directly mailed a \$10.00 Merchandise Voucher. *See* Settlement Agreement, ¶4.1.

The Merchandise Vouchers are transferable, are not redeemable for gift cards or cash, and expire twelve (12) months after issuance. *See* Settlement Agreement ¶3.19.

1. Costs of Settlement Administration

Defendant will bear all settlement administration costs and the cost of providing notice of the proposed settlement to the class. *See* Settlement Agreement ¶4.5.

2. Claims Process

Class Members will have ninety (90) days after the first issuance of the Summary Notice to submit to the Claims Administrator a timely Claim Form (**Exhibit 'A'** to the Settlement Agreement) to be eligible to receive a \$10.00 Merchandise Voucher under the settlement. Claim Forms will be made available on a Web site 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 submitted by mail must be signed under penalty of perjury attesting that the Class Member entered into a credit card transaction during the Class Period and had their personal identification information requested during the credit card transaction, and postmarked no later than the claims deadline. Claim Forms submitted electronically through the Claims Administrator's website need not be signed, but through the electronic submission the Claimant must check a box attesting under penalty of perjury that the Class

² The Garden City Group, Inc. ("Garden City Group") has been selected by the parties as the Claims Administrator. The qualifications of Garden City Group are set forth in the Declaration of Jennifer M. Keough regarding Class Administrator Qualifications.

Member entered into a credit card transaction during the Class Period and had their personal identification information requested during the credit card transaction, and click the “Submit Claim” button on the online Claim Form no later than 11:59 p.m. Pacific Time Zone on the claims deadline. *See* Settlement Agreement ¶4.1.

3. Right to Object

Class Members who wish to object to the settlement must mail to Class Counsel a written statement objecting to the settlement by first class mail, postage prepaid, postmarked no later than forty-five (45) days after the first issuance of the Summary Notice. *See* Settlement Agreement ¶3.16 & ¶7.5.1.

4. Right to Elect Not to Participate in the Settlement

Class members who wish to exclude themselves from the settlement must submit a written request for exclusion from the class to the Claims Administrator, such notice to be postmarked no later than forty-five (45) days after the first issuance of the Summary Notice. *See* Settlement Agreement ¶3.16 & ¶7.3

5. Incentive Awards

At the time of final approval, Plaintiffs Anita Gevorkian, Luna Amador and Linda Petersen will request the Court to approve incentive awards for acting as the Class representatives in the amount of \$4,000.00 each. Incentive awards, sometimes also called service awards, are commonly given to the named plaintiffs in a class action. The incentive awards are provided in recognition of the named plaintiff's involvement and the financial risks taken by them in representing the class and the benefits conferred on class members. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412 (“[I]t is established that named plaintiffs are eligible for reasonable incentive payments to compensate them for the expense or risk they have incurred in conferring a benefit on other members of the class.”); *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806 (“The rationale for making enhancement or incentive awards to named plaintiffs is that he or she should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class.”); *Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395 (Affirming

Incentive Awards of \$10,000 to each Class Representative).

Given the favorable results obtained in this litigation, the risks faced by the Class representatives, both financial and otherwise, and the amount of time and effort spent by Plaintiffs as the Class representatives, an award of \$12,000 (total) to the Class representatives is reasonable under the circumstances and necessary to induce participation. *See* Settlement Agreement ¶4.7.

Plaintiffs will provide further supporting documentation and briefing regarding the requested award for Plaintiffs' incentive payments in their Motion for an Award of Attorneys' Fees, Costs, and Incentive Awards.

6. Attorneys' Fees and Costs

At the time of final approval, Plaintiffs' counsel, Stonebarger Law, APC, Patterson Law Group, APC, and Wucetich & Korovilas LLP (collectively, "Class Counsel"), will request attorneys' fees and costs in the amount of \$375,000.00. An award of attorneys' fees and costs in the amount of up to \$375,000.00 represents a fair and commensurate amount in view of the nature of the action, the risks incurred, and the costs incurred. Stonebarger Decl., ¶17. Class Counsel has actively litigated these consolidated cases for more than four (4) years, including attending numerous Court hearings, a mediation, and engaging in both informal and formal discovery. The requested attorneys' fees and costs of \$375,000 is expected to be less than Class Counsel's combined lodestar through conclusion of these consolidated cases. *Id.*

Plaintiffs will provide further supporting documentation and briefing regarding the requested award for attorneys' fees and costs in their Motion for an Award of Attorneys' Fees, Costs, and Incentive Awards.

V. EVIDENCE OF CRITERIA ESTABLISHING THE FAIRNESS OF THE SETTLEMENT

In approving a class action settlement, the Court must "satisfy itself that the class settlement is within the 'ballpark' of reasonableness." *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. "While the court is not to try the case, it is called upon to consider and weigh the nature of the claim, the possible defenses, the situation of the parties, and *the*

1 *exercise of business judgment* in determining whether the proposed settlement is reasonable.” *Id.*
2 (internal quotations omitted).

3 The parties engaged in a sufficient exchange of information to inform their decision to
4 settle. Because of this mutual exchange of information through discovery and numerous
5 pleadings and briefs filed before this Court, including substantial briefing on civil penalty
6 factors, the parties became cognizant of the risks, expenses, and uncertainties that would arise
7 from continued litigation. Stonebarger Decl. at ¶11.

8 “A trial court should *not* evaluate a proposed settlement against a hypothetical or
9 speculative measure of what might have been achieved had plaintiffs prevailed at trial.” *In re*
10 *Sutter Health Uninsured Pricing Cases* (2009) 171 Cal.App.4th 495, 511 (emphasis in original).
11 Instead, the question presented on an application for preliminary approval of a proposed class
12 action settlement is whether the proposed settlement is “within the range of possible approval.”
13 *Manual for Complex Litigation* §30.41 (3d ed. 1995).

14 Pursuant to *7-Eleven Owners for Fair Franchising vs. Southland Corp.* (2000) 85
15 Cal.App.4th 1135, there exists a list of factors when considering the fairness of a settlement. The
16 list of factors includes: (A) the strength of plaintiffs' case, (B) the risk, expense, complexity and
17 likely duration of further litigation, (C) the risk of maintaining class action status through trial,
18 (D) the amount offered in settlement, (E) the extent of discovery completed and stage of
19 proceedings, (F) the experience and views of counsel, and (G) the reaction of the class members
20 to the proposed settlement. *See also In re Sutter Health, supra*, 171 Cal.App.4th at 504-505. The
21 list of factors is not exhaustive and should be tailored to each case. *Id.* at 505.

22 Further, while these factors are important, “[d]ue regard should be given to what is
23 otherwise a private consensual agreement between the parties. The inquiry 'must be limited to
24 the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud
25 or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken
26 as a whole, is fair, reasonable and adequate to all concerned.’” *Id.* at 505 (*citing Dunk v. Ford*
27 *Motor Co.* (1996) 48 Cal.App.4th 1794, 1801).

A. Strength of Plaintiffs' Case

Plaintiffs assert that prior to their credit card transactions being completed, Defendant requested and recorded Plaintiffs' personal identification information. Stonebarger Decl. at ¶12. Personal identification information, as that term is used in section 1747.08, includes a cardholder's address, ZIP code, and telephone number. Cal. Civ. Code § 1747.08(b); *Pineda*, 51 Cal.4th at 536. On the other hand, the Defendant asserts, among other things, that (i) Plaintiffs and the Class Members provided their personal identification information voluntarily, (ii) the Class Members were not damaged in any way, (iii) any ZIP Codes collected were not reverse-appended to customers' addresses and were not used for direct marketing purposes, (iv) ZIP codes collected were never sold to third parties and were never provided to anyone except Defendant's marketing partner, who was responsible for placing newspaper inserts within a specified geographic area, and (v) Defendant did not use, or allow others to use, the ZIP codes for telemarketing or junk mail. *See* Exhibits 5 and 6 to Stonebarger Decl. Accordingly, there are legal and factual issues in dispute.

As set forth above, from September, 2011 through April, 2013, Judge Kramer conducted proceedings in this case, and several related cases, 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. On April 30, 2013, Judge Kramer entered a Statement of Decision on Bifurcated Trial on Standards for Determination of 1) Number of Violations Under the Song-Beverly Act and 2) The Appropriate Amount of Civil Penalty Assessment for Each Violation. *See* Exhibit 2 to Stonebarger Decl. Under the facts of these cases, any penalty assessed here could be low because many of the Court's articulated penalty factors do not apply favorably to Plaintiffs. The factors articulated by Judge Kramer as applied to this case are as follows:

(1.) "Was the utility of the ZIP Codes enhanced by the contemporaneous gathering of additional information?" Pier 1 Imports did not engage in the contemporaneous gathering of additional information through use the ZIP codes collected. *See* Exhibit 5 to Stonebarger Decl., pp 5-6. The only information associated with the ZIP code was the date of the transaction, the

items purchased, dollar amount of the purchase, and the general form of tender. *Id.* See Exhibit 3 to Stonebarger Decl. at 17:10-18:1.

(2.) “How were the ZIP Codes used by the defendant or others?” ZIP codes collected by Pier 1 Imports were not used to obtain a customer’s residential address and never associated the ZIP codes with customer names or with other customer personal identification information. *Id.* The ZIP code information was shared confidentially with a third party service provider that prepared maps showing the geographical distribution of the ZIP codes and were used solely for analyzing the volume of the transactions in each geographic ZIP code area to define trade areas for purposes of targeting newspaper advertising and potential store locations. See Exhibit 5 to Stonebarger Decl., pp 7-8.

(3.) “How much cash or other direct revenue, if any, was received by the defendant in consideration for the sale or other dissemination of the ZIP Codes or any addresses derived from them?” No cash or other direct revenue was received by Pier 1 Imports in consideration for the sale or other dissemination of the ZIP Codes, as the ZIP codes collected by Pier 1 Imports were not sold or licensed to any third party. See Exhibit 3 to Stonebarger Decl. at 19:2-20:1.

(4.) “What procedures were in place to control the maintenance and dissemination of the ZIP Codes and other information derived therefrom.” Pier 1 Imports never used the ZIP code information to reverse append customers’ addresses. Exhibit 3 to Stonebarger Decl. at 19:2-20:1. It also never sold the collected ZIP code information to third parties and never provided the information to anyone except its marketing partner, who was responsible for placing newspaper inserts within a specified geographic area. *Id.* at 19:2-20:1 & 48:8-49:4. Pier 1 Imports did not use, or allow others to use, the ZIP codes for telemarketing or junk mail. *Id.* at 19:2-20:1 & 39:11-40:2.

(5.) “What has been the duration of the defendant's practice of requesting and recording ZIP Codes? Has that practice ever ceased? If so, was the practice resumed. What is the relationship of any of these time periods to dates of the decisions in *Party City Corp. v. Superior Court* (2008) 169 Cal. App. 4th 497 and *Pineda v. William Sonoma Stores, Inc.*, *supra*.” In November 2009, Pier 1 Imports began asking customers during purchase

1 transactions (regardless of the form of tender) if they would provide their ZIP code. *See* Exhibit
2 3 to Stonebarger Decl. at 13:5-14; *see also* Exhibit 5 to Stonebarger Decl. (Responses to Special
3 Interrogatories) at p. 5. As of that time, two separate panels of the California Court of Appeal
4 had unanimously held in two published opinions that it was **NOT** a violation of the Act to
5 request and record a customer's ZIP code. *See Party City v. Superior Court* (2008) 169
6 Cal.App.4th 497; *Pineda v. Williams-Sonoma Stores, Inc.* (2009) 178 Cal.App.4th 714. The
7 California Supreme Court later overruled those decisions in *Pineda v. Williams-Sonoma Stores,*
8 *Inc.* (2011) 51 Cal.4th 524, which was issued on February 10, 2011. Pier 1 Imports stopped
9 requesting ZIP codes the next day. *See* Exhibit 3 to Stonebarger Decl. at 45:8-20.

10 (6.) "Were there any judicial determinations involving the defendant regarding its
11 gathering and recording of ZIP Codes?" – All three Song-Beverly cases involving Pier 1 Imports'
12 gathering and recording of ZIP Codes were coordinated in this proceeding. No judicial
13 determination has been made in this proceeding, other than Judge Kramer's Statement of
14 Decision on Bifurcated Trial on Standards for Determination of 1) Number of Violations Under
15 the Song-Beverly Act and 2) The Appropriate Amount of Civil Penalty Assessment for Each
16 Violation. That Statement of Decision did not make any findings as to the conduct of Pier 1
17 Imports.

18 (7.) "The extent that the defendant could or did anticipate that there would be a loss of
19 money or property by the consumer as a result of the requesting of the ZIP Codes." In this case,
20 Pier 1 Imports contends that it could not anticipate a loss of money or property by the consumer
21 as a result of the requesting of the ZIP Codes, because the ZIP codes were not used to obtain a
22 customer's residential address and never associated the ZIP codes with customer names or with
23 other customer personal identification information. Exhibit 3 to Stonebarger Decl. at 17:10-18:1,
24 19:2-20:1 & 30:05-08.

25 (8.) "The extent to which the defendant did or could reasonably anticipate that there
26 would be a benefit to the consumer from the requesting of the ZIP Codes." ZIP codes were used
27 solely for analyzing the volume of the transactions in each geographic ZIP code area to define
28 trade areas for purposes of targeting newspaper advertising and potential store locations. *See*

Exhibit 5 to Stonebarger Decl., pp 7-8. Pier 1 Imports contends that the opening of stores in locations more geographically convenient for its customers could be viewed as a benefit to customers.

(9.) “Whether the defendant intended to violate the law.” – Pier 1 Imports contends that it had no intention to violate the law. In November 2009, Pier 1 Imports began asking customers during purchase transactions (regardless of the form of tender) if they would provide their ZIP code. *See* Exhibit 3 to Stonebarger Decl. at 13:5-14; *see also* Exhibit 5 to Stonebarger Decl. (Responses to Special Interrogatories) at p. 5. As of that time, two separate panels of the California Court of Appeal had unanimously held in two published opinions that it was **NOT** a violation of the Act to request and record a customer’s ZIP code. *See Party City v. Superior Court* (2008) 169 Cal.App.4th 497; *Pineda v. Williams-Sonoma Stores, Inc.* (2009) 178 Cal.App.4th 714. The California Supreme Court later overruled those decisions in *Pineda v. Williams-Sonoma Stores, Inc.* (2011) 51 Cal.4th 524, which was issued on February 10, 2011. Pier 1 Imports stopped requesting ZIP codes the next day. *See* Exhibit 3 to Stonebarger Decl. at 45:8-20.

(10.) “The extent to which the defendant took reasonable steps to advise the consumer that the request to provide the ZIP Code was not mandatory.” Pier 1 Imports contends that at all relevant times store employees (when questioned) were instructed to advise as to the voluntary nature of the request for the ZIP codes and that they were being requested to determine how newspaper inserts are distributed. *See* Exhibit 6 to Stonebarger Decl.

B. The Risk, Expense, Complexity, and Duration of Further Litigation and the Risk of Maintaining Class Action Status Through Trial

The settlement takes into account the risk, expense, and complexity of further litigation. Plaintiffs and the Class would have to retain additional experts to conduct forensic analysis of the recording and storage of Defendant’s ZIP code information, as well as experts to perform an analysis in regard to the value of the collected information. Defendant would vigorously oppose Plaintiffs’ attempts to get a class certified and could also retain experts to defeat certification and the class claims. Additional time consuming and expensive law and motion proceedings would

be necessary to narrow or eliminate the claims and defenses both at the certification stage and the trial stage. The time and expense of further litigation could potentially negatively impact Defendant's business operations and would interfere with potential Class Members' opportunity to obtain benefits promptly. Accordingly, the settlement at this stage in the litigation benefits the Court, the parties, and the Class Members. Stonebarger Decl. at ¶14.

C. The Amount Offered in Settlement

Given the risk, expense, complexity and duration of further litigation, Plaintiffs believe the settlement to be fair as all Class Members are eligible to receive \$10 Merchandise Vouchers. Settlement Agreement, ¶4.1.

The Merchandise Vouchers of \$10, good for a one time use is reasonable in this case because Pier 1 Imports stores have approximately 30% of their products for sale for an original price of less than \$10. *See* Declaration of Trevor W. Graham in Support of Renewed Unopposed Motion for Preliminary Approval of Class Action Settlement. As such, Class members have the ability to use a Merchandise Voucher to receive merchandise at a Pier 1 Imports store without spending any money out of their own pockets.

Such recovery to the proposed class is *without* any risk of the class not being certified and is without any risk that Plaintiffs will not prevail as to liability and/or penalties. While the dollar value of the settlement per Class Member may be relatively small, it must be remembered that Plaintiffs do not allege that they or other Class Members suffered any "damages" and any allegation of alleged harm may be difficult to prove. *See Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 55 (Six dollar benefit provided by the settlement - free DVD rentals - directly addresses the harm alleged in the complaint. While the dollar value of the settlement per class member is small, plaintiffs would have encountered considerable difficulties in trying to prove their amount.).

Importantly, the amounts here have been secured without the risks of ongoing litigation, trial and appeals.

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D. The Extent of Discovery and Stage at Which Settlement Is Reached

Settlement was reached through arms-length bargaining. Settlement came only after Plaintiffs and their counsel conducted a sufficient amount of investigation and formal and informal discovery, including written discovery and depositions, to allow counsel and the Court to act intelligently. Stonebarger Decl. at ¶13. Plaintiffs obtained formal and informal discovery regarding Pier 1 Imports' policies and procedures and reviewed documents produced by Pier 1 Imports relating to its policies and procedures regarding the collection of customers' personal identification information. *Id.* Class Counsel also performed independent research, consisting of exhaustive reviews of trade literature, civil dockets, and legal filings. *Id.* In addition, Class Counsel consulted with identity theft and privacy rights experts as well as information technology experts. *Id.* After discovery, research in relevant databases, review of trade literature, expert consultations and evaluation, the parties were sufficiently informed of the nature of the claims and defenses to be in a position to evaluate the proposed settlement for its fairness, adequacy, and reasonableness. *Id.*

E. Experience of Counsel

Class Counsel have extensive experience litigating consumer class actions and have litigated numerous cases based upon violation of the Song-Beverly Credit Card Act. Stonebarger Decl., ¶16, Exhibit 7; Patterson Decl., ¶4, Exhibit 1; and Wucetich Decl., ¶¶5-9. Plaintiffs' counsel has represented millions of consumers in numerous consumer class actions asserting violations of the Song-Beverly Credit Card Act of 1971. *Id.* Mr. Stonebarger and Mr. Patterson also served as Class Counsel in the action entitled *Hernandez v. Restoration Hardware, Inc.*, San Diego County Superior Court, Case No. 37-2008-94395-CU-BT-CTL, through trial. *Id.*

Based upon Plaintiffs' counsel's substantial experience, they believe the present settlement is in the best interest of the Class Members due to the significant recovery to the Class Members, without any risk of the class not being certified and not prevailing as to liability and/or civil penalties. *Id.* at ¶15.

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1 **VI. THE FORM AND METHOD OF NOTICE TO THE CLASS MEMBERS**
2 **SHOULD BE APPROVED**

3 If a trial court grants preliminary approval of a class settlement, the court must also
4 specify the form of notice to be given to the class members. *McGhee v. Bank of America* (1976)
5 60 Cal. App. 3d 442, 450-51; *see also* Cal. Rule Ct. 3.769 (e) and (f).

6 The class notice should fairly apprise Class Members of the gist of the claims raised in
7 the action, the basic terms of the proposed settlement, and the options available to Class
8 Members. *Trotsky v. Los Angeles Fed. Savings & Loan Assn.* (1975) 48 Cal.App.3d 143, 151-
9 152. The class notice "should give sufficient information to allow each class member to decide
10 whether to accept the benefit he or she would receive under the settlement, or to opt out and
11 pursue his or her own claim. . . . No more than that is required." *Chavez*, 162 Cal.App.4th at
12 56. To provide effective notice to a class, "the notice given should have a reasonable chance of
13 reaching a substantial percentage of class members." *Cartt v. Sup. Ct.* (1975) 50 Cal.App.3d
14 960, 974.

15 The proposed notices accomplish the following:

- 16 1. Summarize the claims alleged in the complaint;
- 17 2. Explain the terms of the settlement and the amount the Class members are
18 entitled to receive under the settlement;
- 19 3. Explain that the Class members have the right to opt-out and/or object within a
20 given time;
- 21 4. Explain that the Class members who do not opt-out will be bound by the
22 Judgment;
- 23 5. Explain that the Class members who do not opt-out will be represented by
24 counsel for the named Plaintiffs; and
- 25 6. Identify Plaintiffs' counsel and provide an address for inquiries.

26 Attached as Exhibits B, C and D to the Settlement Agreement are true and correct copies
27 of the Detailed Notice, Summary Notice and In-Store Notice to Class Members that will be
28 provided to the class in the manners described below.

A. Publication Notice

Within thirty (30) days of the Preliminary Approval Date, the Claims Administrator will arrange for publication of the Summary Notice (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. (**Exhibit 'D'** to Settlement Agreement). *See* Settlement Agreement, ¶7.2.1. The Summary Notice to be published is reasonably designed to reach Class members in the geographic areas where Pier 1 Imports stores are located. *See* Declaration of James J. Mittermiller in Support of Renewed Unopposed Motion for Preliminary Approval of Class Action Settlement.

B. In-Store Notice

Within thirty (30) days after the Court grants preliminary approval, Pier 1 Imports will post the In-Store Notice (**Exhibit 'C'** to the Settlement Agreement), in a single location at or near the Points of Sale at each of its California retail store locations. Said In-Store Notice will remain posted for at least ninety (90) days and will reference the ability to obtain further information regarding the settlement at the website located at www.pier1settlement.com, and also provide the Claims Administrator contact information. *See* Settlement Agreement, ¶7.2.2.

C. Settlement Website

Prior to publication of the Summary Notice and posting of the In-Store Notice, the Claims Administrator shall post the Detailed Notice (**Exhibit 'B'** to Settlement Agreement), 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 (**Exhibit 'A' to Settlement Agreement**) 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.

The parties believe this method of providing notice of the pendency of the settlement of this class action fully complies with the requirements of due process and constitutes the best

notice practicable under the circumstances. As set forth above, any ZIP codes collected were never stored with, linked to, or associated with customers' identifying information. As such, direct notice is not possible.

VII. IF THE SETTLEMENT IS PRELIMINARILY APPROVED, THE COURT SHOULD SCHEDULE A HEARING ON FINAL SETTLEMENT APPROVAL

If this Court grants preliminary approval, it shall schedule a hearing for final settlement approval at which time the class may be heard in regard to the settlement. Cal. Rules of Court, Rule 3.769. Accordingly, it is requested that this Court schedule a hearing on final approval of the settlement for December 16, 2015, at 2:00 p.m. in Department 304.

VIII. CONCLUSION

For the reasons stated above, Plaintiffs request the Court to preliminarily approve the settlement and certify the class; approve the form and method of service of notice to the class; and schedule a hearing for December 16, 2015, at 2:00 p.m. in Department 304 for final approval of the settlement. At that time, the Parties will present additional papers in support of the settlement and address any potential concerns Class Members may have with the proposed settlement.

Dated: July 17, 2015

STONEBARGER LAW, APC
PATTERSON LAW GROUP, APC
WUCETICH & KOROVILAS LLP

By: 
Gene L. Stonebarger
Attorneys for Plaintiffs and the Class

Gene J. Stonebarger, State Bar No. 209461
Richard D. Lambert, State Bar No. 251148
STONEBARGER LAW
A Professional Corporation
75 Iron Point Circle, Suite 145
Folsom, CA 95630
Telephone (916) 235-7140
Facsimile (916) 235-7141

Attorneys for Plaintiff Amador and the Class

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: 4669

CLASS ACTION

**DECLARATION OF GENE J.
STONEBARGER IN SUPPORT OF
RENEWED UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: July 29, 2015

Time: 2:00 p.m.

Dept.: 304

Judge: Hon. Curtis E.A. Karnow

Date Action Filed: March 4, 2011

Trial Date: Not Yet Set

1 I, GENE J. STONEBARGER, declare:

2 1. I am an attorney duly admitted to practice law before all courts of the State of
3 California. I am the founding shareholder of the law firm of Stonebarger Law, A Professional
4 Corporation, and I am one of the attorneys of record for Plaintiffs and the Class herein. I make
5 this declaration in support of Plaintiffs' Renewed Unopposed Motion for Preliminary Approval
6 of Class Action Settlement. If called as a witness, I would and could testify to the following:

7 2. After extensive arm's-length negotiations, including 2 mediation sessions with the
8 Justice Howard Wiener, Plaintiffs and Defendant entered into a Settlement Agreement and
9 Release, which was subsequently amended following the Preliminary Approval Hearing held
10 before this Court on April 13, 2015. A true and correct copy of the Second Amended Settlement
11 Agreement is attached hereto as Exhibit '1'.

12 3. From September 28, 2011 through April 30, 2013, Judge Kramer conducted
13 proceedings in this case, and several related cases, to establish standards for determining what
14 constitutes a violation of Section 1747.08 and factors to be considered in setting penalties after a
15 violation of Section 1747.08 is found to have occurred. On April 30, 2013, Judge Kramer
16 entered a Statement of Decision on Bifurcated Trial on Standards for Determination of 1)
17 Number of Violations Under the Song-Beverly Act and 2) The Appropriate Amount of Civil
18 Penalty Assessment for Each Violation. A true and correct copy of the Judge Kramer's
19 Statement of Decision of Bifurcated Trial on Standards for Determination of 1) Number of
20 Violations Under the Song-Beverly Act and 2) the Appropriate Amount of Civil Penalty
21 Assessment for Each Violation entered in this action is attached hereto as Exhibit '2'.

22 4. Discovery in this action has confirmed that Pier 1 Imports had a policy in place
23 for most of the Class Period (March 2, 2010 through May 1, 2011) to collect ZIP codes from
24 credit card customers, as well as other customers, at the point of sale in its California stores.

25 5. A true and correct copy of the relevant excerpts of the Deposition of Brian
26 Murphy (Pier 1 Imports' database and analytics marketing manager) is attached hereto as Exhibit
27 '3'.

28 ///

6. A true and correct copy of the relevant excerpts of the Deposition of Nicole Jowers (Pier 1 Imports' senior manager of sales education and communication during the relevant time period) is attached hereto as Exhibit '4'.

7. A true and correct copy of the Response of Defendant Pier 1 Imports (U.S.), Inc. to Special Interrogatories (Set One) Propounded by Plaintiff Luna Amador is attached hereto as Exhibit '5'.

8. A true and correct copy of the relevant portions of a document obtained through discovery from Defendant entitled "California Stores – In-Touch & Zip Code Capture" is attached hereto as Exhibit '6'.

9. There are multiple "common issues" affecting the entire Class and Defendant's liability; mainly, whether Defendant's conduct of requesting and recording cardholders' ZIP codes during credit card transactions violates Section 1747.08. Though the parties dispute whether such conduct constitutes a violation of Section 1747.08, the issue is nonetheless common amongst the Class.

10. Plaintiffs allege they were subjected to Defendant's alleged unlawful policy and practice. Plaintiffs allege that Defendant requested and recorded their personal identification information during a credit card purchase transaction which constituted a violation of Section 1747.08. Importantly, Plaintiffs allege no claims unique to themselves. The requirement of typicality is satisfied.

11. The parties engaged in a sufficient exchange of information to inform their decision to settle. Because of this mutual exchange of information through discovery, the parties became cognizant of the risks, expenses, and uncertainties that would arise from continued litigation.

12. Plaintiffs assert that prior to their credit card transactions being completed, Defendant requested and recorded their respective ZIP codes, and that even if personal identification information is provided voluntarily by consumers in conjunction with credit card transactions, Section 1747.08 is still violated given that it is a strict liability statute. On the other hand, Defendant asserts, among other things, that Plaintiffs and the Class members provided

1 their personal identification information voluntarily which it would argue does not violate
2 Section 1747.08, and in any event would result in minimal civil penalties if Defendant was found
3 liable under Section 1747.08.

4 13. Settlement in these coordinated actions was reached through arms-length
5 bargaining. Settlement came only after Plaintiffs and their counsel conducted a sufficient amount
6 of investigation and formal discovery to allow counsel and the Court to act intelligently.
7 Plaintiffs obtained formal discovery regarding Defendant's policies and procedures, reviewed
8 documents produced by Defendant relating to its policies and procedures regarding the collection
9 of customers' personal identification information, and conducted depositions of Defendant's
10 persons most knowledgeable of Defendant's ZIP code capture policy and practice. Class
11 Counsel also performed independent research, consisting of exhaustive reviews of trade
12 literature, civil dockets, and legal filings. In addition, Class Counsel consulted with identity theft
13 and privacy rights experts as well as information technology experts. After discovery, research
14 in relevant databases, review of trade literature, expert consultations and evaluation, the Parties
15 were sufficiently informed of the nature of the claims and defenses to be in a position to evaluate
16 the proposed settlement for its fairness, adequacy, and reasonableness.

17 14. The settlement takes into account the risk, expense, and complexity of further
18 litigation. Plaintiffs and the Class would have to retain additional experts to conduct forensic
19 analysis of the recording and storage of Defendant's customer information, as well as experts to
20 perform an analysis in regard to the value of the collected information. Defendant would
21 vigorously oppose Plaintiffs' attempts to get a class certified and would also retain experts to
22 defeat certification and the class claims. Additional time consuming and expensive law and
23 motion proceedings would be necessary to narrow or eliminate the claims and defenses both at
24 the certification stage and the trial stage. The time and expense of further litigation could
25 potentially negatively impact Defendant's business operations and would interfere with potential
26 Class members' opportunity to obtain benefits promptly. Accordingly, the settlement at this
27 stage in the litigation benefits the Court, the parties, and the Class.

28 ///

1 15. Based upon Plaintiffs' counsel's substantial experience, they believe the present
2 settlement is in the best interest of the Class members due to the significant recovery to the Class
3 members, without any risk of the class not being certified and not prevailing as to liability and/or
4 civil penalties.

5 16. I have extensive experience in complex business litigation and class actions. My
6 firm, Stonebarger Law, APC, substantially concentrates its practice in the prosecution of class
7 actions and I have successfully served as Class Counsel or Co-Class Counsel prosecuting
8 numerous Class Actions to Judgment against large corporations for violations of California's
9 Song-Beverly Credit Card Act, recovering tens of millions of dollars in benefits for individuals
10 across the country. I, along with Mr. Patterson, also served as Class Counsel in the *Restoration*
11 *Hardware* matter described above through trial. Attached hereto as Exhibit '7' is the firm resume
12 for Stonebarger Law, APC setting forth more fully my experience in handling class actions,
13 including class actions for violations of California Civil Code section 1747.08, which is the
14 statute at issue in this case.

15 17. At the time of final approval, Class Counsel will request attorneys' fees and costs
16 in the amount of \$375,000.00 in total, and Defendant has agreed not to object to an attorneys'
17 fees and costs award in this amount. An award of attorneys' fees and costs in the amount of up
18 to \$375,000.00 represents a fair and commensurate amount in view of the nature of the action,
19 the risks incurred, and the costs incurred. Class Counsel has actively litigated these consolidated
20 cases for more than four (4) years, including attending numerous Court hearings, two mediations,
21 and engaging in both informal and formal discovery. The requested attorneys' fees and costs of
22 \$375,000 is expected to be less than Class Counsel's combined lodestar through conclusion of
23 these consolidated cases. Plaintiffs will provide further supporting documentation and briefing
24 regarding the requested award for attorneys' fees and costs, as well as the requested award for
25 Plaintiffs' incentive payments (in the amount of \$4,000 each) in their Motion for an Award of
26 Attorneys' Fees, Costs, and Incentive Awards.

27 18. Attached as Attachment 'A' to Exhibit '1' hereto is a true and correct copy of the
28 proposed Claim Form in substantially final form relating to the settlement in the above-entitled

1 action.

2 19. Attached as Attachment 'B' to Exhibit '1' hereto is a true and correct copy of the
3 proposed Detailed Notice in substantially final form relating to the settlement in the above-
4 entitled action.

5 20. Attached as Attachment 'C' to Exhibit '1' hereto is a true and correct copy of the
6 proposed In-Store Notice in substantially final form relating to the settlement in the above-
7 entitled action.

8 21. Attached as Attachment 'D' to Exhibit '1' hereto is a true and correct copy of the
9 proposed Summary Notice in substantially final form for publication notice relating to the
10 settlement in the above-entitled action.

11 I declare under penalty of perjury that the facts stated in this declaration are true and
12 correct, and that this declaration was executed on July 17, 2015 in Folsom, California.



Gene J. Stonebarger

Exhibit 1

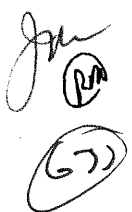
SECOND AMENDED SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS AND RIGHTS

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.


(67)

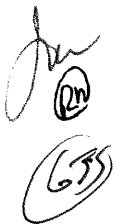
2.3 On or about April 29, 2011, Amador filed a First Amended Complaint in the Amador Action, amending the Complaint by naming as defendant Pier 1 Imports (U.S.), Inc. and deleting as defendant Pier 1 Imports, Inc.

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).

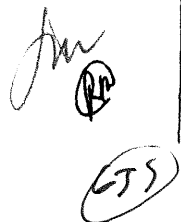
3. Definitions.

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.

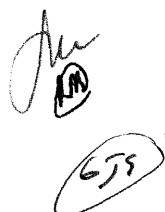
3.18 "Summary Notice" means the form attached hereto as Exhibit D.

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.

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.



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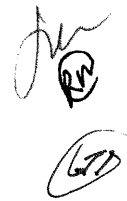
to refrain from disparaging Pier 1 Imports publicly or in the media regarding any issue related to this case.

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.

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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

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

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: _____

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: _____

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: _____

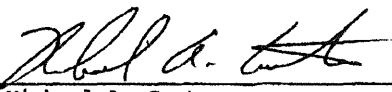
LUNA AMADOR

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



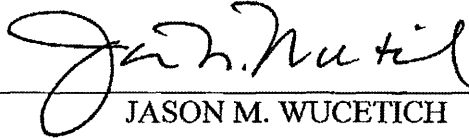


APPROVED AS TO FORM BY COUNSEL:

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: _____

Handwritten signature and initials

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:

Handwritten signature and initials

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.....##

John
ER
6/2

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?

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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.

Handwritten signature and circled number 671

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.xxx.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

Jan
EW
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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, 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

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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

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on the items below, or visit the Settlement website located at: [www.\[xxx\].com](http://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

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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.

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

24 **2. Binding Effect of Order.** This Order applies to all claims and causes
25 of action settled and released under the Agreement, and binds all Class Members who did
26 not request to be excluded from the settlement.
27
28

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.
4

5 DATED: _____
6

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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Coordination Proceeding
Special Title (Rule 3.550)

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

Included actions:

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

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

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

JCCP No. 4669

[PROPOSED] JUDGMENT

Hon. Curtis E.A. Karnow Department 304

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

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

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

4

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

18

19

20

21

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;

22

23

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26

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.

27

28

DATED: _____

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

Exhibit 2

FILED
San Francisco County Superior Court

APR 30 2013

CLERK OF THE COURT
BY: Julia Sheen Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 1550(b)]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

Included Actions:

Amador vs Pier 1 Imports, Inc.,
Case No. CGC-11-509027

Peterson vs Pier 1 Imports, Inc.,
Case No. CGC-11-509127

Gevorkian vs Pier 1 Imports, Inc.,
Case No. BC456469

) Case No.: JCCP No. 4669
)
) STATEMENT OF DECISION ON BIFURCATED
) TRIAL ON STANDARDS FOR DETERMINATION
) OF 1)NUMBER OF VIOLATIONS UNDER THE
) SONG-BEVERLY ACT AND 2)THE
) APPROPRIATE AMOUNT OF CIVIL PENALTY
) ASSESSMENT FOR EACH VIOLATION

STATEMENT OF DECISION
RE: SONG-BEVERLY ACT VIOLATIONS

1
2 INTRODUCTION

3 There are a significant number of cases presently pending in various
4 courts of this State which seek recovery of statutory civil penalties for
5 alleged violations of California's Song-Beverly Credit Card Act of 1971
6 (Civil Code §§ 1747 et seq.) ("The Song-Beverly Act"). These cases are filed
7 by and on behalf of plaintiffs who allegedly made credit card purchases from
8 the defendant retailers. A unifying factor among these cases is that each
9 alleges that the defendant retailer requested and recorded the plaintiffs'
10 ZIP Code in violation of the Song-Beverly Act, as interpreted by *Pineda v.*
William-Sonoma Stores, Inc. (2011) 51 Cal.4th 524.

11 Several of these cases have been coordinated under the Judicial Council
12 Coordination Procedures for which this court is the Coordination Trial Judge,
13 and several other cases filed in San Francisco have been singly assigned to
14 this Department. Yet other cases are pending in other counties in California.

15 There are two significant issues attendant to every one of these ZIP
16 Code cases. The first is, assuming that a defendant has been shown to have
17 requested and/or recorded ZIP Codes in violation of the Song-Beverly Act, how
18 would the number of violations be determined for the purpose of computing a
19 per violation civil penalty? For example, would each instance of a request
20 for and recordation of a ZIP Code be a separate violation? Would multiple
21 requests and recordation of the same customer be aggregated as a single
22 violation? Would the implementation of a decision to ask for and record
23 customer ZIP Codes be a single violation notwithstanding how many times
24 customers were affected?

25 The second issue is what factors should be considered by the court in
determining the appropriate civil penalty under Civil Code Section
("Section") 1747.08 to be imposed in any specific case where a violation or

1 violations of the Song-Beverly Act has been shown. Section 1747.08(e)
2 provides:

3 Any person who violates this section shall be subject to a civil
4 penalty not to exceed two hundred fifty dollars (\$250) for the first
violation and one thousand dollars (\$1,000) for each subsequent
violation...."

5 This provision does not mandate fixed penalties but rather authorizes a
6 full range of potential penalties. *Linder v. Thrifty Oil, Co.* (2000) 23
7 Cal.4th 429, 448. While a penalty must be imposed, the amount of the penalty
8 within this range is determined in the sound discretion of the trial judge.
9 *TJX Companies, Inc. v. Superior Court* (2008) 163 Cal.App.4th 80, 86.

10 There is no definitive authority governing either of the two issues
11 under California law. Given the large number of pending trial court cases
12 regarding alleged ZIP Code violations of the Song-Beverly Act, it appears
13 that guidelines for each issue would be helpful for several purposes. First,
14 the application of guidelines could minimize the occurrence of substantially
15 inconsistent results. Second, predetermined guidelines would allow the
16 parties to evaluate their particular cases for settlement purposes. Third,
17 the establishment of guidelines early in this extensive litigation could
18 precipitate quicker appellate review and perhaps generate confirmation of
19 appropriate standards. Finally, appellate review of these cases could be
20 reduced if all cases can proceed with known guidelines rather than having
cases proceed without appellate guidelines, which would only be generated
after review of completed actions.

21 With these goals in mind, this court conducted joint hearings to
22 establish appropriate guidelines as to the two issues. The parties assigned
23 to this court participated in the hearings, as did counsel for some of the
24 cases pending elsewhere. The idea was to maximize the opportunity for
25 concerned parties to provide input in the guidelines, although obviously the
result would not necessarily be binding on all cases in the state.

1 In order to have the establishment of the guidelines be accomplished in
2 a procedurally proper context, this court offered the litigants in the cases
3 assigned to it to stipulate to a bifurcated court trial to resolve the legal
4 questions set forth herein. At that time, and at several other times during
5 the hearings, the court stated that it believed that absent stipulations, it
6 still had the authority to consider the determinations on the guidelines
7 binding on all cases before it. As it turned out, no stipulations were filed,
8 but the court still believes that there was a full and fair opportunity to
9 participate in the determinations set forth herein. Thus, the court concludes
10 that the guidelines in this Statement of Decision shall apply to all of the
11 cases to which it is assigned.

12 As for cases pending in other counties, it is this court's
13 understanding that the various assigned trial judges are aware of the
14 proceedings that have occurred as described above, have held their cases in
15 abeyance pending this Statement of Decision and are prepared to utilize it as
16 appropriate.

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1 *Esberg v. Union Oil Co.*(2002) 28 Cal.4th 262, 268. If the language is clear
2 and unambiguous there is no need for construction, nor is it necessary to
3 resort to indicia of the intent of the Legislature; in other words, courts
4 can assure that the legislature meant what it said. *Lungren v. Deukmejian*
5 (1988) 45 Cal.3d 727, 735. It is only when an examination of statutory
6 language in its proper context fails to resolve an ambiguity, courts turn to
7 secondary rules of interpretation, such as maxims of construction. *Katz v.*
8 *Los Gatos-Saratoga Joint Union High School District* (2004) 117 Cal.App.4th
9 47, 55. Further, there is a "general rule that civil statutes for the
10 protection of the public are, generally, broadly construed in favor of the
11 protective purpose." *Pineda v. Williams-Sonoma Stores, Inc., supra*, 51 Cal.4th
12 at 530 [quoting *People ex rel. Lundgren v. Superior Court* (1966) 14 Cal.4th
294, 313].

13 Applying these rules to Section 1747.08(e), it is clear that the only
14 reasonable interpretation regarding what constitutes a "violation" for the
15 purpose of penalty imposition is that each individual request and recordation
16 of a customer's ZIP Code is a separate violation. First and perhaps foremost
17 is the fact that all pertinent portions of Section 1747.08 are written in the
18 singular. The violation arises from a "request" rather than requests. Section
19 1747.08(a)(1)and (a)(2). It is a violation to do the prohibited acts in
20 connection with accepting "the credit card" rather than credit cards. Section
21 1747.08(a)(1), (a)(2), (c)(3)(A), (c)(3)(C), and (d). The violations occur in
22 "any credit card transaction" rather than credit card transactions. Section
23 1747.08 (a)(3),and (c)(3).

24 Consistently, Section 1748.08(e) provides for a civil penalty not to
25 exceed \$250 for the first violation and \$1,000 for each subsequent violation.
When collected, the civil penalty is payable to the person paying with the

1 credit card. Again, the statutory language refers to single instances and not
2 any combining of instances.

3 Simply put, it would strain the repeated singular language in the
4 statute to batch individual instances of request and recordation of ZIP Codes
5 for the purpose of defining a violation as being more than one instance.

6 This plain meaning interpretation does raise the possibility that a
7 retailer could commit a large number of "violations" if its request and
8 recordation of ZIP Codes was widespread. Indeed, at \$250 for the first
9 violation and \$1,000 each for every one of the subsequent violations, this
10 could result in a huge penalty against the retailer, which retailers might
11 argue absurd, oppressive, and perhaps afoul of due process. *Absher v.*
12 *AutoZone, Inc.* (2008) 164 Cal.App.4th 332, 343 ("A statute open to more than
13 one interpretation should be interpreted so as to 'avoid anomalous or absurd
14 results'").

15 Such a possibility does not, however, render this court's
16 interpretation of a violation unreasonable, nor does it render any other
17 interpretation reasonable. As was recognized in *Pineda*, the amount of each
18 violation under the statute is a maximum. "Presumably this could span between
19 a penny (or even the proverbial peppercorn we all encountered in law school)
20 to the maximum amounts authorized by statute...Thus, the amount of the
21 penalties rests with the sound discretion of the trial court." *Pineda v.*
22 *Williams-Sonoma Stores, Inc.*, *supra*, 51 Cal.4th at 536.

23 Similarly, the Song-Beverly Act provides another mitigating factor for
24 the courts to potentially avoid a disastrous punitive result for a defendant.
25 Section 1747.08(e) provides: "...no civil penalty shall be assessed for a
violation of this section if the defendant shows by a preponderance of the
evidence that the violation was not intentional and resulted from a *bona fide*

1 error made notwithstanding the defendant's maintenance of procedures
2 reasonably adopted to avoid that error." While not conferring additional
3 discretion on the court in assessing the amount of civil penalty, this
4 section allows a retailer an opportunity to reduce its risks by adopting
5 business procedures and then meeting the statutory exclusion.

6 In addition, to the extent that legislative history should be
7 considered in this court's statutory interpretation task despite the
8 statute's unambiguous language, it is clear that the Legislature intended
9 that Section 1747.08 be a strong remedial tool to protect the privacy of
10 consumers who pay with credit cards. As set forth in significant detail in
11 *Pineda*, the motivation for the statute was to remedy what the Legislature
12 perceived as a problem in that retailers had been acquiring additional
13 personal contact information from consumers for the retailers' own business
14 purposes such as marketing or selling contact information to other marketers.
15 *Pineda v. Williams-Sonoma Stores, Inc., supra*, at 534-35. The Court concluded
16 that the Legislature intended to enact a broad consumer protection statute
17 that should be construed in favor of its remedial purpose. *Id.* at 532.

18 Accordingly, this court determines that each instance in which a
19 retailer asks for a ZIP Code in connection with a credit card transaction and
20 records that information is a separate violation for the purpose of imposing
21 the statutory penalties under Section 1747.08(e).

22 ISSUE NUMBER TWO
23 GUIDELINES FOR THE AMOUNT OF PENALTY PER VIOLATION

24 A. Ground Rules

25 Before setting out the guidelines on issue number two, several points
must be made:

1. These guidelines are recommended considerations to be used in exercising judicial discretion. None of them should be viewed as determinative.
2. The list of guidelines is hopefully thorough but not necessarily exhaustive.
3. There is no recommended weight to be given to any guideline, nor is the order of presentation intended to be an order of priority.
4. The inclusion or omission of any perceived factor is not intended to have any bearing on the relevance of such factor to any other issue in the cases. The factors are merely guidelines for the exercise of discretion for the purposes described above.
5. Specifically, the guidelines do not include the question of either i) what benefit beyond revenue as consideration for the sale of ZIP Code information was derived by the defendant, or ii) what harm, if any, was suffered by the customer as a result of the gathering and recordation of the information. Both of these questions are excluded from the list because this court determined it to be inappropriate to resolve the morass of legal and practical questions attendant to each. The applicability, if any, of either factor to any issue in any case should be subject to a case by case determination.
6. It is emphasized that the exercise of discretion as to either issue in these cases will be depend on the facts of each case.
7. This order is the court's best effort to provide the guidelines as written herein. The court does not intend that these guidelines need to be interpreted or supplemented by any statements of the Court at the hearings that resulted in this writing.

B. Guidelines

1 Upon these understandings, this court has tentatively concluded that the
2 following guidelines are appropriate to an analysis of the exercise of
3 discretion in determining penalties under Section 1747.08:

4 1. Was the utility of the ZIP Codes enhanced by the contemporaneous
5 gathering of additional information?

6 2. How were the ZIP Codes used by the defendant or others?

7 3. How much cash or other direct revenue, if any, was received by the
8 defendant in consideration for the sale or other dissemination of the ZIP
9 Codes or any addresses derived from them?

10 4. What procedures were in place to control the maintenance and
11 dissemination of the ZIP Codes and other information derived therefrom.

12 5. What has been the duration of the defendant's practice of requesting
13 and recording ZIP Codes? Has that practice ever ceased? If so, was the
14 practice resumed. What is the relationship of any of these time periods to
15 dates of the decisions in *Party City Corp. v. Superior Court* (2008) 169
16 Cal.App.4th 497 and *Pineda v. William Sonoma Stores, Inc., supra*.

17 6. Were there any judicial determinations involving the defendant
18 regarding its gathering and recording of ZIP Codes?

19 7. The extent that the defendant could or did anticipate that there
20 would be a loss of money or property by the consumer as a result of the
21 requesting of the ZIP Codes.

22 8. The extent to which the defendant did or could reasonably anticipate
23 that there would be a benefit to the consumer from the requesting of the ZIP
24 Codes.

25 9. Whether the defendant intended to violate the law.

10 10. The extent to which the defendant took reasonable steps to advise
11 the consumer that the request to provide the Zip Code was not mandatory.

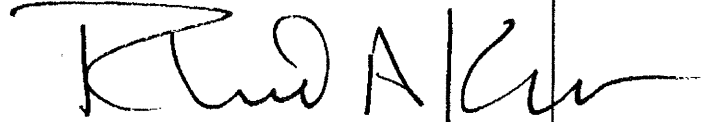
12 11. Any other relevant factors.

COMMENT UNDER CODE OF CIVIL PROCEDURE SECTION 166.1

STATEMENT OF DECISION
RE: SONG-BEVERLY ACT VIOLATIONS

1 This court believes that the foregoing determinations as to the
2 standards for determining the number of violations under the Song-Beverly Act
3 and the appropriate amount of civil penalty assessment present compelling
4 questions of law as to which there are substantial grounds for difference of
5 opinion, appellate resolution of which may materially advance the conclusion
6 of this litigation.

7 Dated: April 30, 2013



Judge of the Superior Court

Exhibit 3

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

Coordination)

Proceeding Special)

Title [Rule 3.550])

ORIGINAL

)Judicial Council

)Coordination Proceeding No.: 4669

PIER 1 IMPORTS)

SONG-BEVERLY CASES)

DEPOSITION OF BRIAN MURPHY

San Diego, California

Friday, August 24, 2012

Volume I

Reported by:

Claire A. Wanner

CSR No. 12965, RPR

Job No. 905819B

Pages 1 to 64

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

)
Coordination)
Proceeding Special)
Title [Rule 3.550])
)
)Judicial Council
)Coordination Proceeding No.: 4669
PIER 1 IMPORTS)
SONG-BEVERLY CASES)
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_____)

Deposition of BRIAN MURPHY, Volume I, taken on
behalf of Plaintiff, at 501 West Broadway, Suite 1900,
San Diego, California, beginning at 1:07 p.m., and
ending at 2:28 p.m. on Friday, August 24, 2012, before
Claire A. Wanner, RPR, Certified Shorthand Reporter,
No. 12965.

San Diego, California; Friday, August 24, 2012

1:07 p.m.

BRIAN MURPHY,

having been administered an oath, was examined and testified as follows:

EXAMINATION

BY MR. PATTERSON:

Q Could you state your name for the record, please.

A Brian Murphy.

Q Brian Murphy.

What is your position at the company?

A Database and analytics marketing manager.

Q How long have you been in that particular position?

A Since September of last year.

Q How long have you been with the company?

A Twelve years.

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[REDACTED]

Q Is it your understanding that at some point in November 2009, Pier 1 began collecting credit card customer's zip codes at that point of sale in California stores?

A Yes.

Q We looked at some documents earlier, including an e-mail from November 6, 2009. Is it your understanding that that would have been the time period, more or less, when this practice began?

A Correct.

[REDACTED]

Q After that. So let's start with -- we'll just focus on the time period from March 2010 until February of 2011 when you stopped collecting zip codes.

During that specific time period, what was done with the zip codes that were collected from credit card customers?

A So those zip codes allowed marketing to have

1 a -- an idea of the performance of our marketing
2 vehicles.

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10 Q So where would the zip codes be stored?

11 A The ones that were captured during the
12 transaction?

13 Q Yes.

14 A They are on the transaction side of the data.

15 Q And is there a way to cross-reference the
16 transaction data with the customer data?

17 A Not in regards to a zip code.

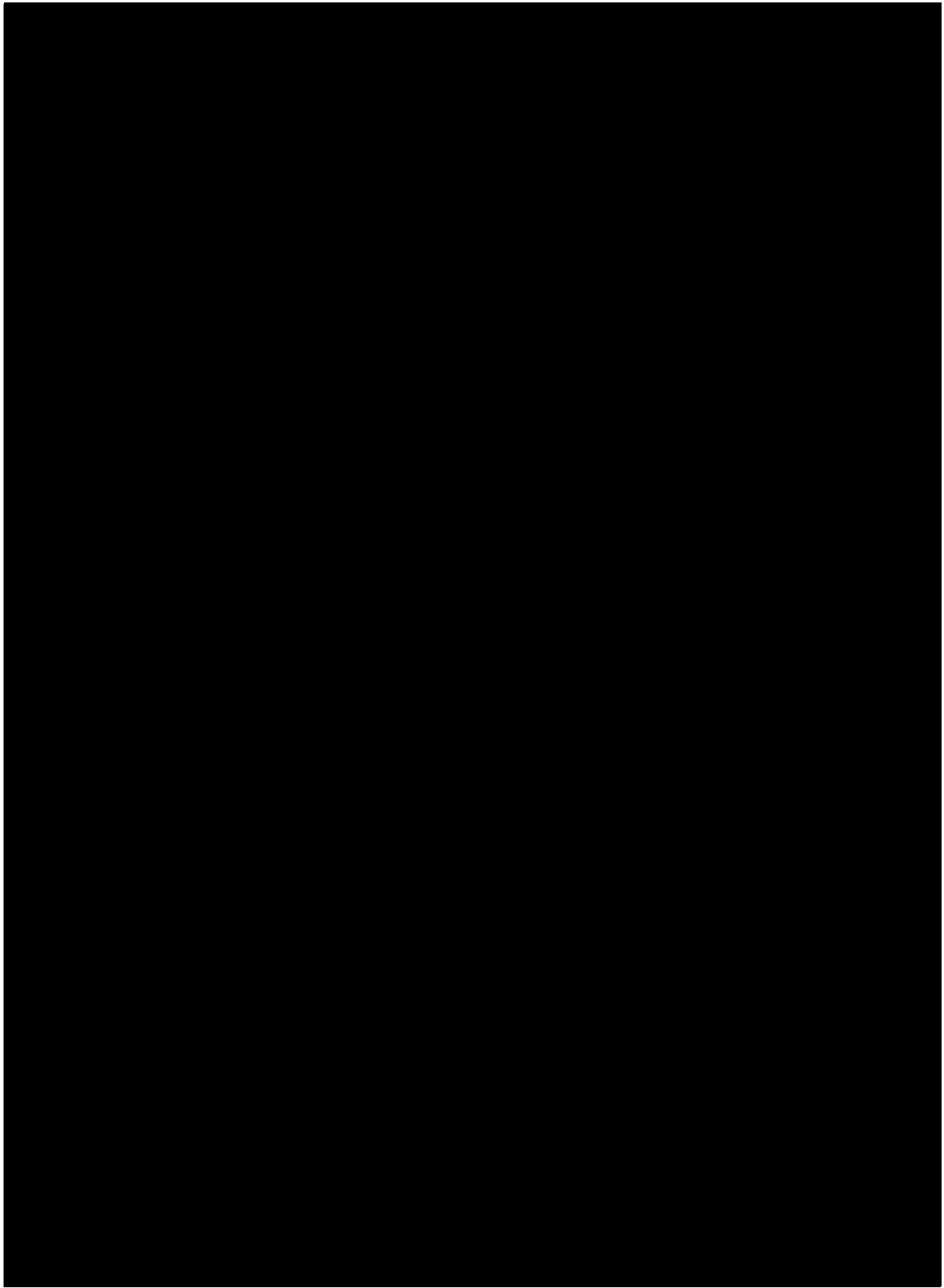
18 Q Does the transaction data also include a credit
19 card number or a portion of a credit card number?

20 A No.

21 Q What other type of information would be in the
22 transaction data?

23 A They -- well, the store that the transaction
24 occurred at, the date of the transaction, what items
25 were purchased, the prices paid, and a general what

1 tender was used.
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[REDACTED]

Q Do you share any of that information with
partners?

A Sharing of their name and address information?

Q Correct.

A No.

Q Do you license it to anybody, any third party?

A Define "license."

Q Either sell it or license or sell it?

[REDACTED]

Q In other words, I'm using "licensing" in the
sense that they're receiving money to allow another
company to utilize that information.

A No.

Q Did you provide zip codes that you collected
during that relevant time period that we talked about
before to any third parties?

A Yes.

Q And do you recall which third parties would
have received that information or some of it?

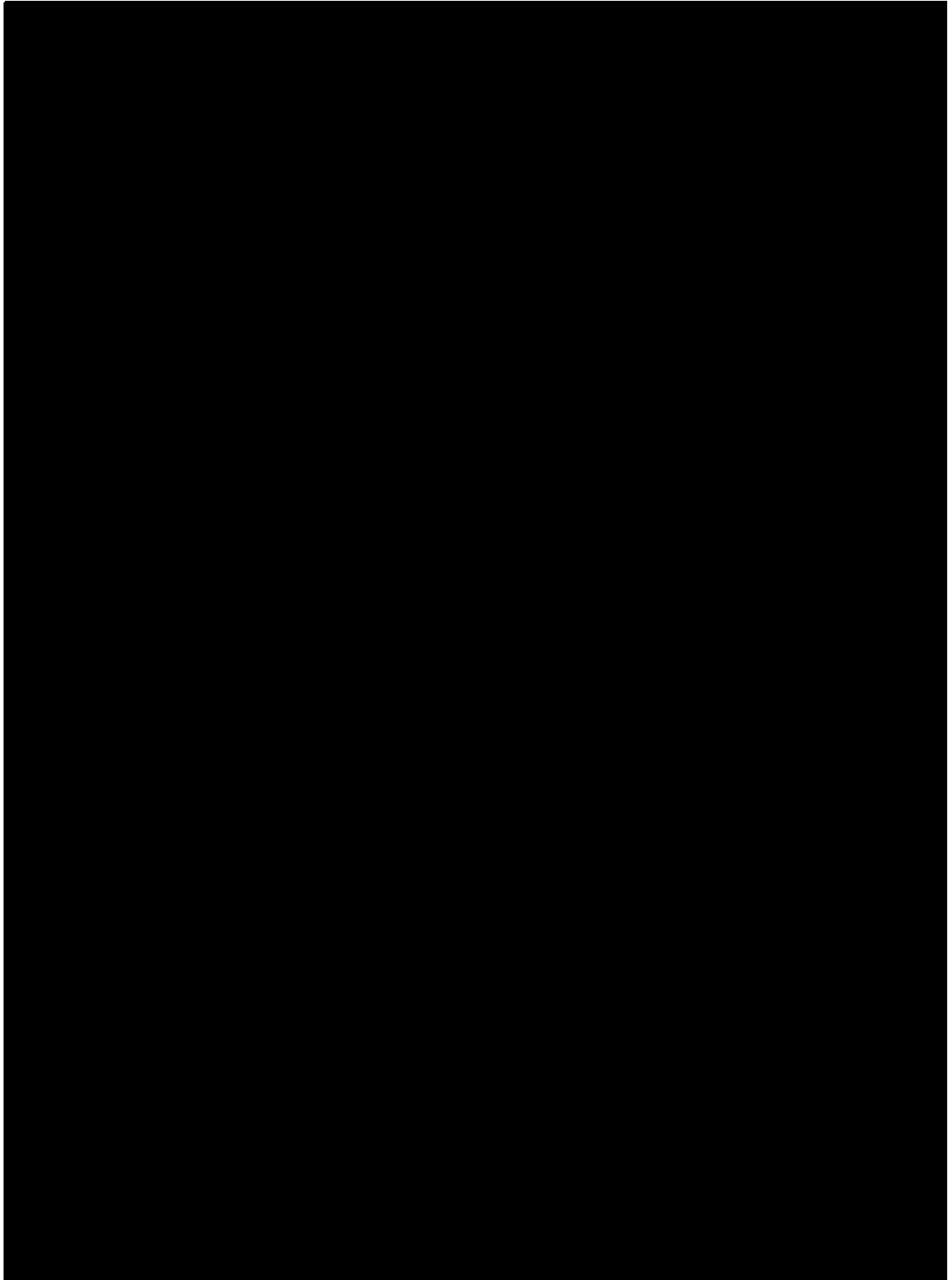
A It would have been the companies that were
assisting in our newspaper programs.

Q What are the newspaper programs?

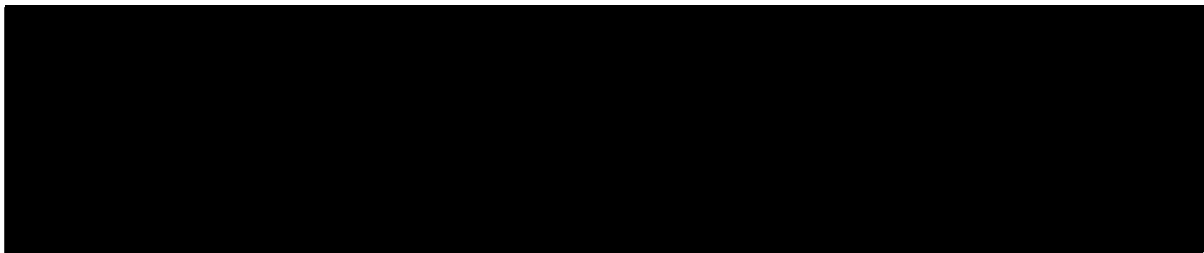
A So it's -- our inserts that we place inside

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newspapers for advertising.

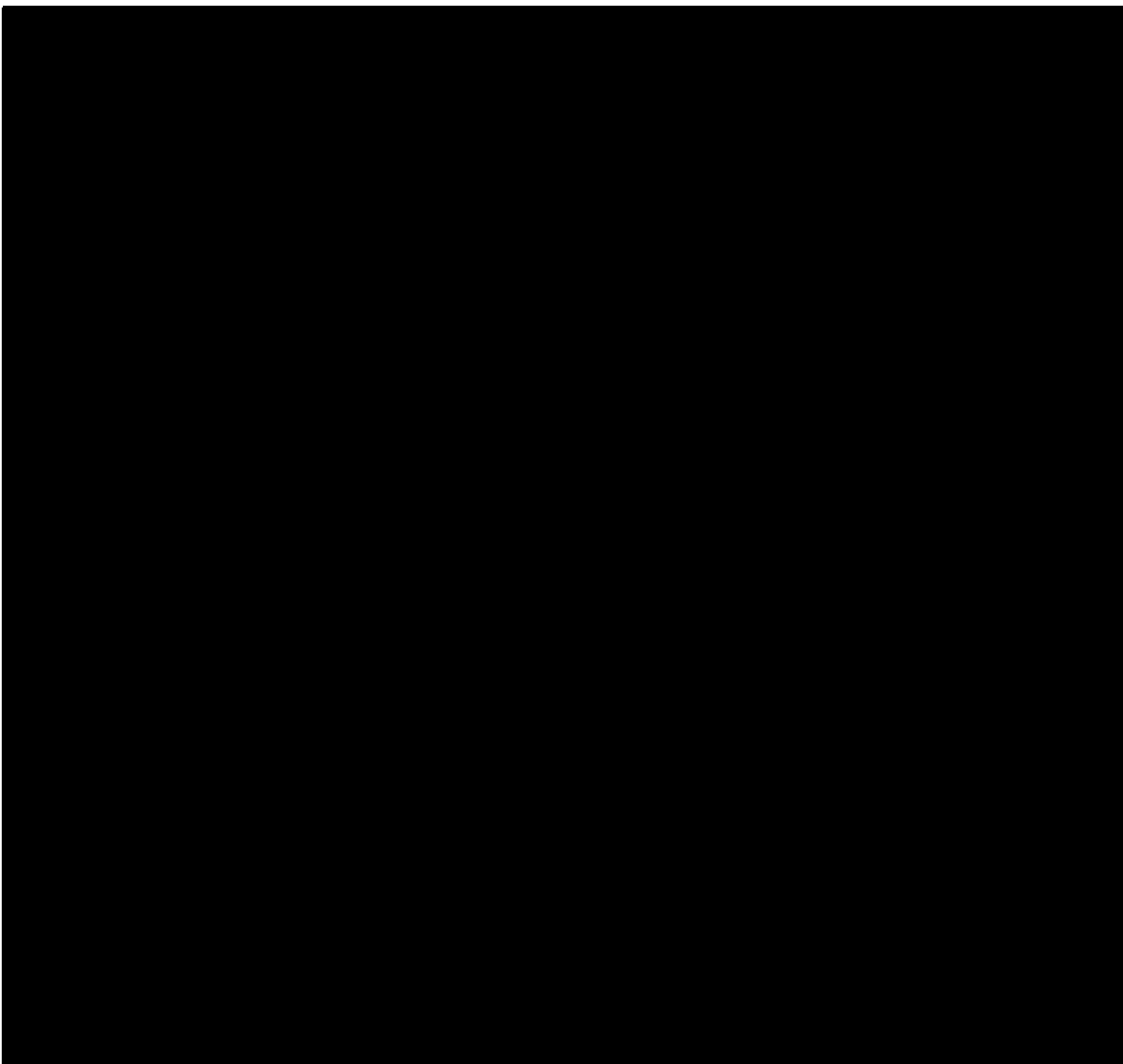


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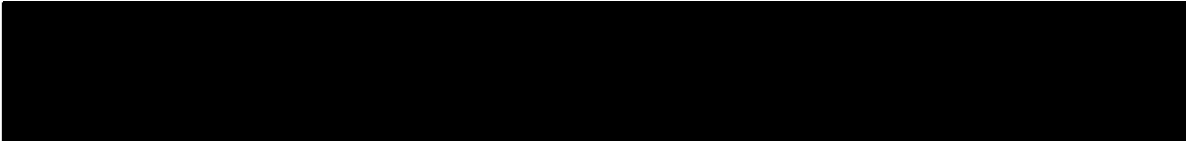


Q In the transaction data records where the zip
codes are stored, do you also store any part of the
customer's name?

A No.



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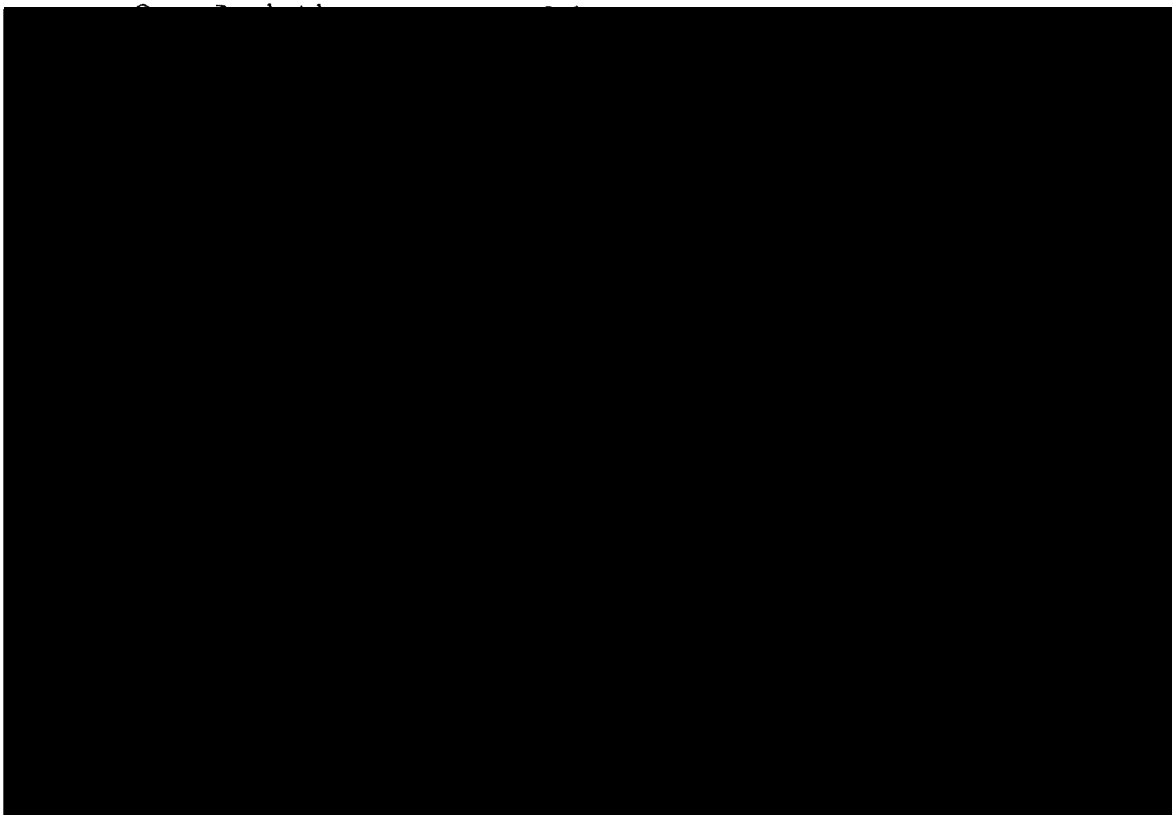


Q Are you aware of any internal studies that
might be similar to this that track the value of the zip
codes that were collected from March 2010 through
February 2011?

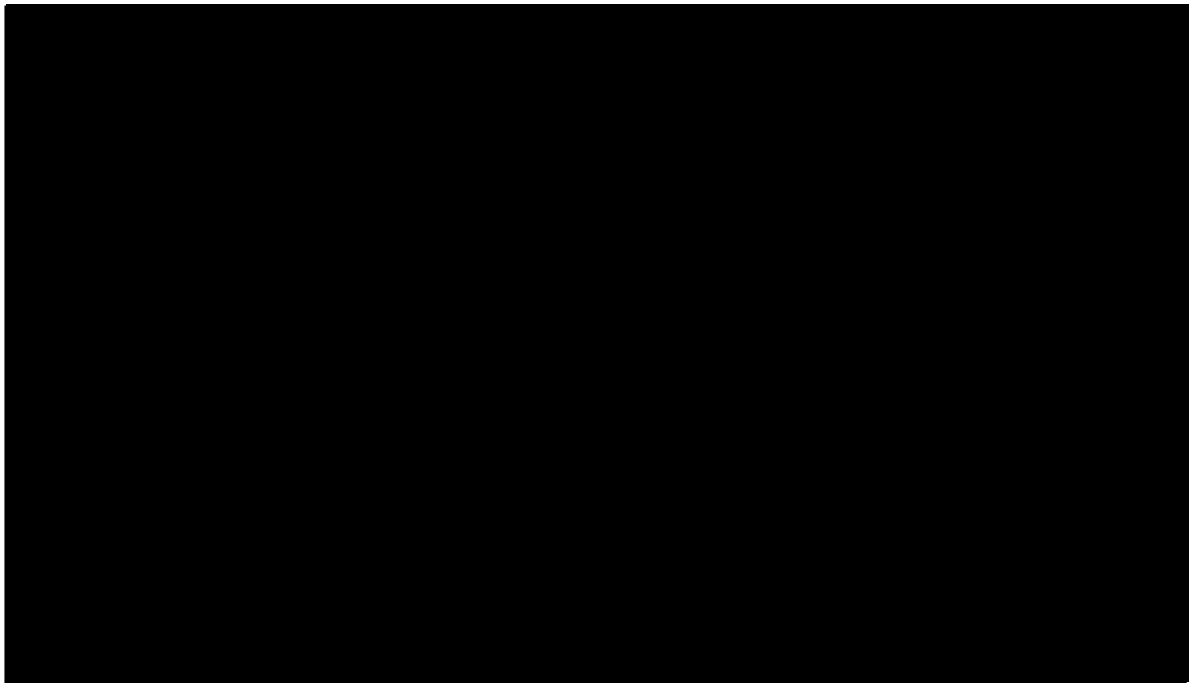
A Not that would be customer-specific.

Q Regardless of whether its customer-specific,
what kind of internal studies did you do?

A We would -- to understand the performance of a
newspaper campaign, we could understand circulation by
zip code and understand if we're getting the appropriate
amount of sales from that zip code.



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Q Other than perhaps bulk mail that would go out to everybody that lives in a specific zip code, do you know, were there any of those types of mail campaigns?

A No. We did not do any type of bulk-mail campaigns.

Q So it would be newspaper inserts. And then there was something else that you called Plum something? Or what was the something that a newspaper would do?

A The shared mail.

Q Shared mail. So you have inserts, shared mail, and what was the third one? There was one more.

A So I said the Red Plum. Red Plum is a shared mail product. It's an example of one.

Q But there weren't any targeted mailings where you would target, like, an entire zip code or something

1 like that?

2 A No.

3 Q Refresh my recollection. What were "REMs"?

4 A Retail event mailers.

5 Q And would those be targeted at specific
6 customers?

7 A Yes.

8 Q But not customers that you identified through
9 their zip codes?

10 A We didn't identify customers through their zip
11 codes.

12 Q Fair enough.

13 So we have newspaper inserts and shared mail.
14 Did you use the information that you selected -- in
15 other words -- the zip code information to determine
16 which areas to target with newspaper inserts and shared
17 mail?

18 A Yes.

19 Q Did you then do any analysis on the net result
20 of those efforts or any of them?

21 A Yes.

22 Q And I realize there would be multiple
23 campaigns. But can you tell me, was there an average or
24 some sort of monetary value placed on the campaigns
25 themselves?

1 A Yes.

2 Q And what? Can you give me some examples?

3 [REDACTED]

4 [REDACTED]

5 Q I mean, I don't want to start from the
6 beginning of time and ask you about specifics. That's
7 going to be a waste without some documents or something
8 that we can use.

9 But just if you have some examples in your mind
10 of specific campaigns and analysis that were done.

11 A So we would take a group of stores and look at
12 the zip codes that received an insert versus the zip
13 codes that did not receive an insert and understand year
14 over year performance to see if a lift occurred because
15 we placed an insert versus not having an insert.

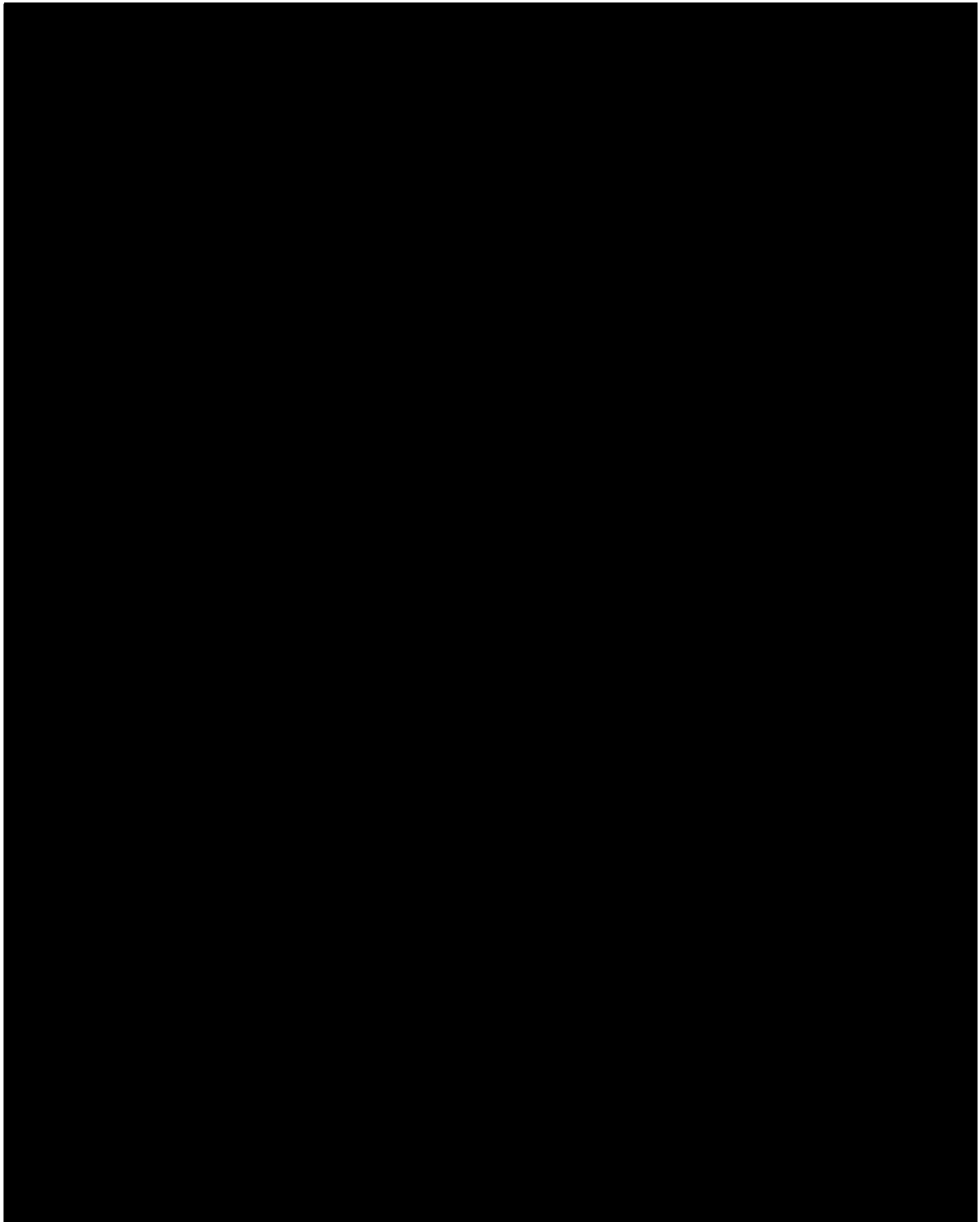
16 Q So what did you determine to be the value of --
17 let's start with, like, a newspaper insert and a
18 specific zip code.

19 A We never got down to a -- a more specific value
20 of the zip code is worth more than that zip code. It
21 was more an understanding of did the program perform as
22 a whole.

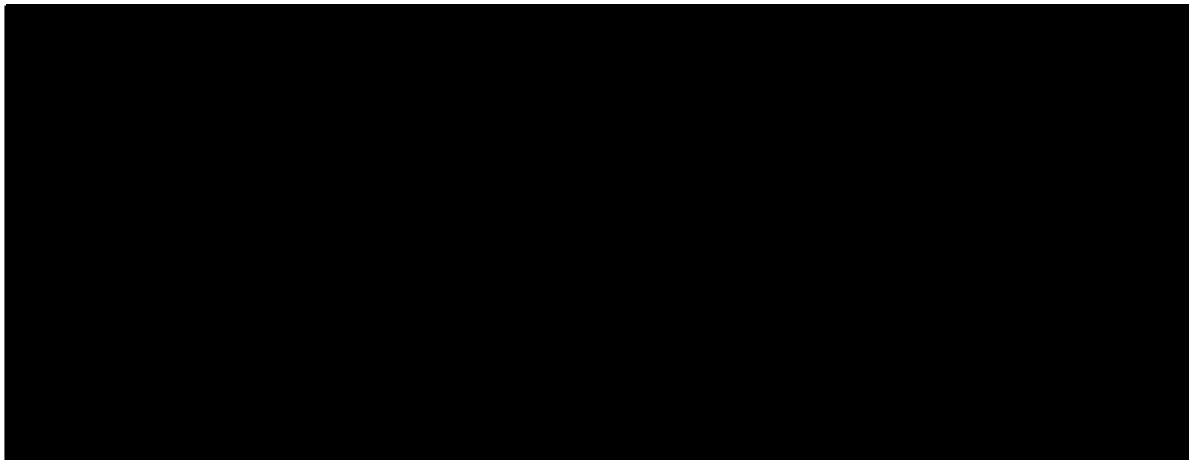
23 Q So how did you value whether it performed as a
24 whole?

25 A If we saw a lift in the zip codes that received

1 the insert versus those that did not receive an insert,
2 or the store got an insert, the store did not get an
3 insert.



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Q Take a look at Exhibit No. 9, if you would.
This is a field communication from February 11, 2011.
It went out to the California stores, instructing them
to stop collecting zip codes. It's pretty short.

Have you seen this particular document before
today?

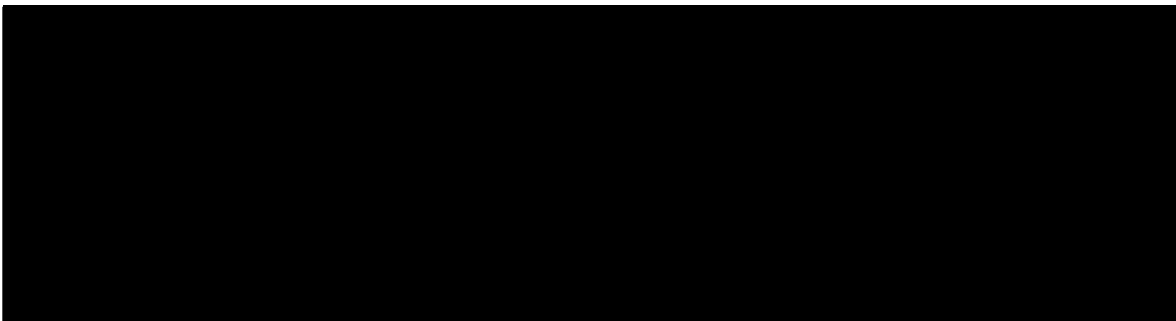
A Yes.

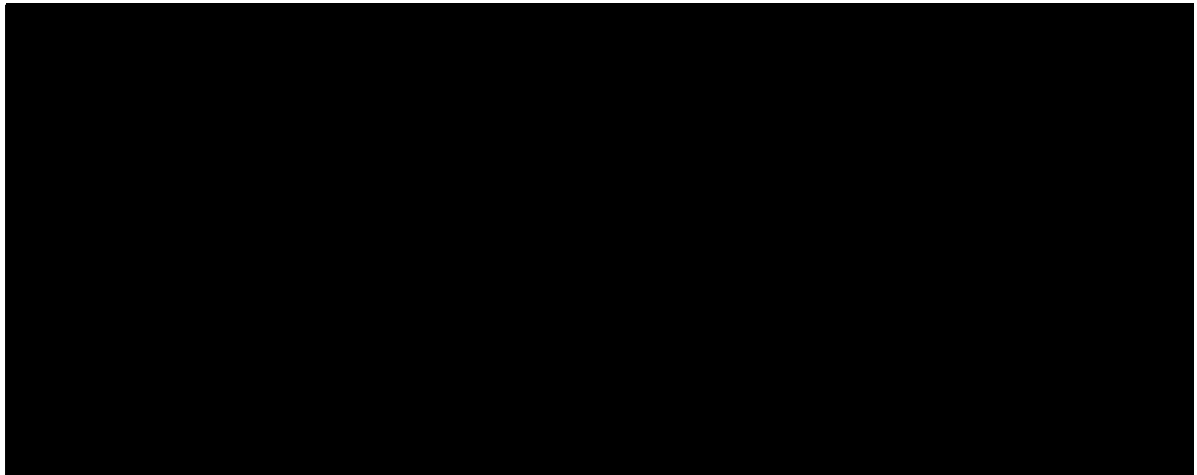
Q Have you reviewed it personally before today?

A No.

Q Were you aware that the company was going to
stop collecting zip codes in California around that
particular time period?

A Yes.





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8 What about opening new stores? Was there any
9 effort to open new stores, if you were to identify a new
10 area? For instance, where it looks likes you were
11 bringing in a lot of customers from?

12 A So real estate has their own analysis that they
13 could perform.

14 Q Did they have access to the zip code database
15 or the transaction database?

16 A They do not have access to Epiphany.

17 Q If they wanted to do a -- say they want to open
18 a new store, and they said, "Hey, we're thinking about
19 opening a new store. We want to figure out where would
20 be a good opportunity." We'll call the marketing guys,
21 or whoever has access to Epiphany, and say, "Give us a
22 breakdown of the customer base in these different zip
23 codes."

24 Is there a way to do that, or is that something
25 that was done in the past that you're aware of?

1 A Yes. There's -- they've reached out to get
2 certain data.

3 Q What type of data have they received from you?

4 A So from a customer standpoint, they go through
5 a third party that helps them identify where our core
6 customers are. But that's only based on
7 customer-specific data.

8 Q Okay. Remind me again. What is the name of
9 the third party that you provided the customer zip codes
10 to for purposes of then developing the marketing
11 campaigns?

12 A That would have been Valassis.

13 Q Are there any others, or is that the only one?

14 A For marketing campaigns, that is the only one.

15 Q Did you provide those customer zip codes to any
16 other third party, regardless of purpose?

17 A No. Not that I'm aware of.

18 Q Valassis?

19 A V-a-l-a-s-s-i-s.

20 Q What does Valassis do?

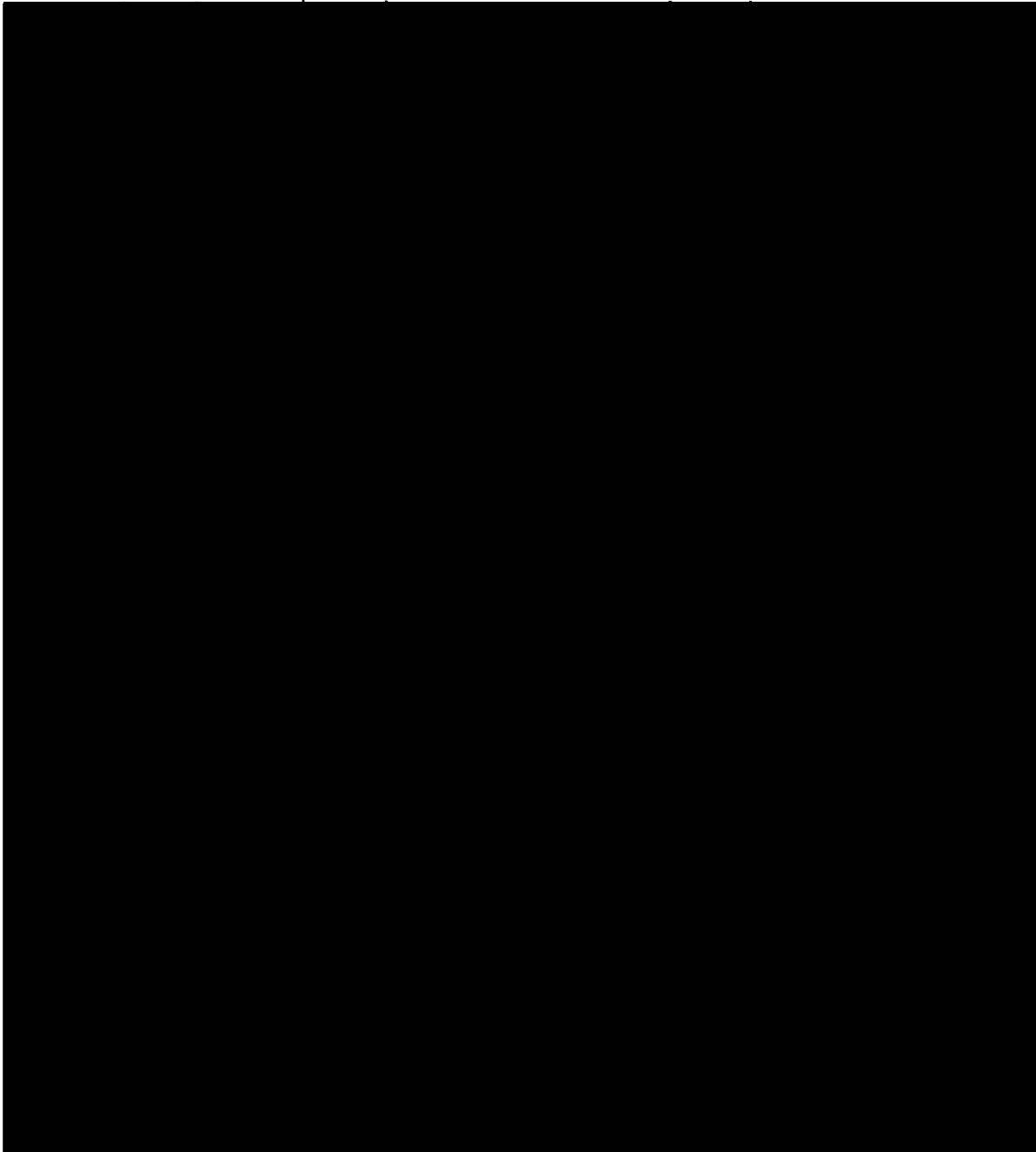
21 A They are a company that help people place
22 newspaper inserts.

23 Q Do you have an understanding of how they do
24 that?

25 A Yes.

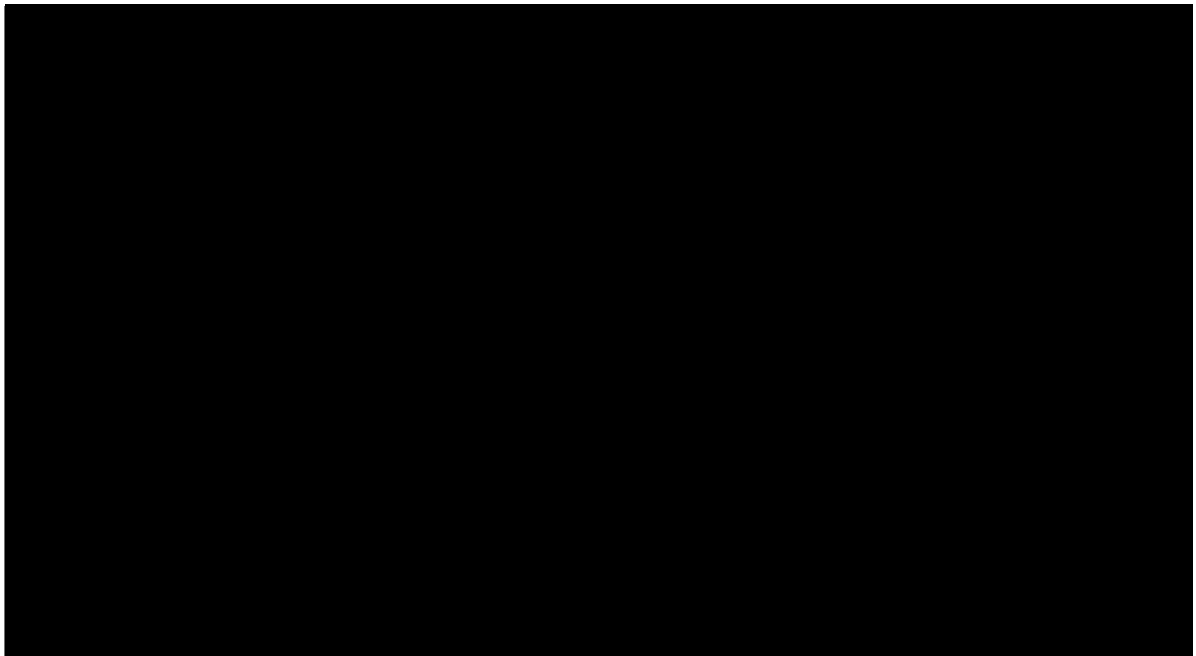
1 Q What is your understanding?

2 A They look at sales data, as well as customer
3 data, to find areas where our customers are most
4 concentrated.



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Q The number of credit card transactions during
which a zip code was collected.

A Including Pier 1 rewards card or not including
Pier 1 rewards card?

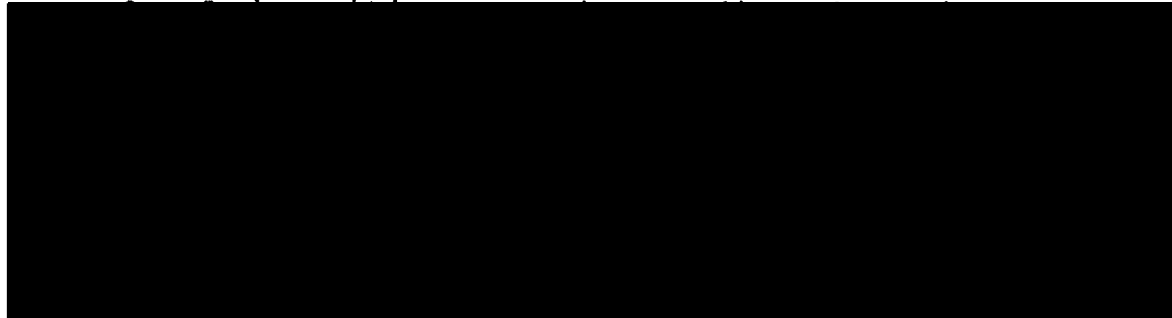
Q Not including, if you know it.

A I believe the number was around 1.3.

Q 1.3 million.

And is that specific 1.3 million transactions
as opposed to 1.3 million customers?

A Correct. That's the number of transactions.

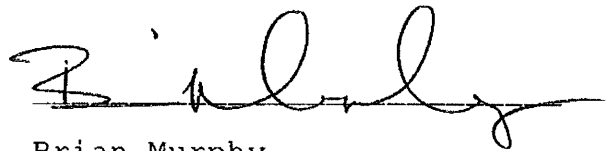


CONFIDENTIAL

DECLARATION UNDER PENALTY OF PERJURY

I, Brian Murphy, the witness herein, declare under penalty of perjury that I have read the foregoing in its entirety; and that the testimony contained therein, as corrected by me, is a true and accurate transcription of my testimony elicited at said time and place.

Executed this 16th day of October 2012, at
Fort Worth, Texas.
(City) (State)


Brian Murphy

CONFIDENTIAL

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby certify:

3 That the foregoing proceedings were taken
4 before me at the time and place herein set forth; that
5 any witnesses in the foregoing proceedings, prior to
6 testifying, were duly sworn; that a record of the
7 proceedings was made by me using machine shorthand which
8 was thereafter transcribed under my direction; that the
9 foregoing transcript is a true record of the testimony
10 given.

11 Further, that if the foregoing pertains to the
12 original transcript of a deposition in a Federal Case,
13 before completion of the proceedings, review of the
14 transcript [] was [] was not requested.

15 I further certify I am neither financially
16 interested in the action nor a relative or employee of
17 any attorney or party to this action.

18 IN WITNESS WHEREOF, I have this date
19 subscribed my name.

20
21 Dated: 9/13/12

22
23
24 

Claire A. Wanner

RPR, CSR NO. 12965

Exhibit 4

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

Coordination

Proceeding Special

Title [Rule 3.550]

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)Judicial Council

)Coordination Proceeding No.: 4669

PIER 1 IMPORTS

SONG-BEVERLY CASES

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ORIGINAL

DEPOSITION OF NICOLE JOWERS

San Diego, California

Friday, August 24, 2012

Volume I

Reported by:

Claire A. Wanner

CSR No. 12965, RPR

Job No. 905819A

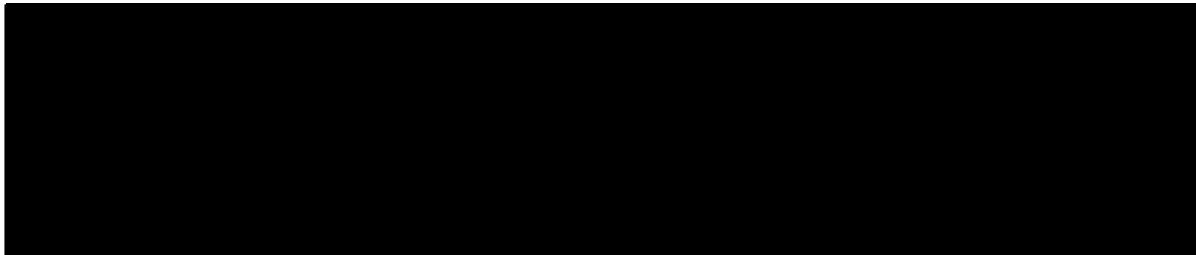
Pages 1 to 96

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

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Title [Rule 3.550])
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)Judicial Council
)Coordination Proceeding No.: 4669
PIER 1 IMPORTS)
SONG-BEVERLY CASES)
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Deposition of NICOLE JOWERS, Volume I, taken
on behalf of Plaintiff, at 501 West Broadway,
Suite 1900, San Diego, California, beginning at
9:16 a.m., and ending at 1:02 p.m. on Friday,
August 24, 2012, before Claire A. Wanner, RPR, Certified
Shorthand Reporter, No. 12965.

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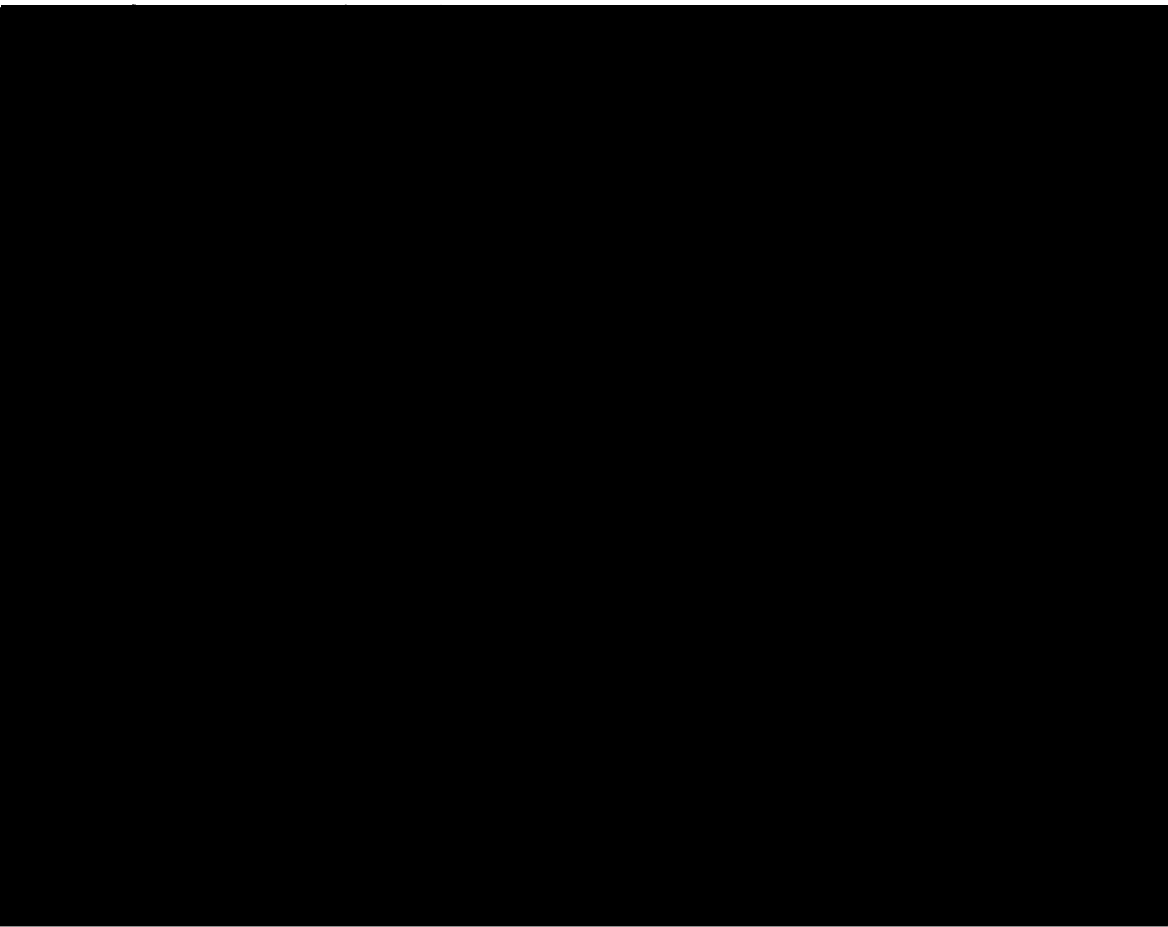


Q We can use the time period going back to, let's
say, March of 2010. So since March 2010?

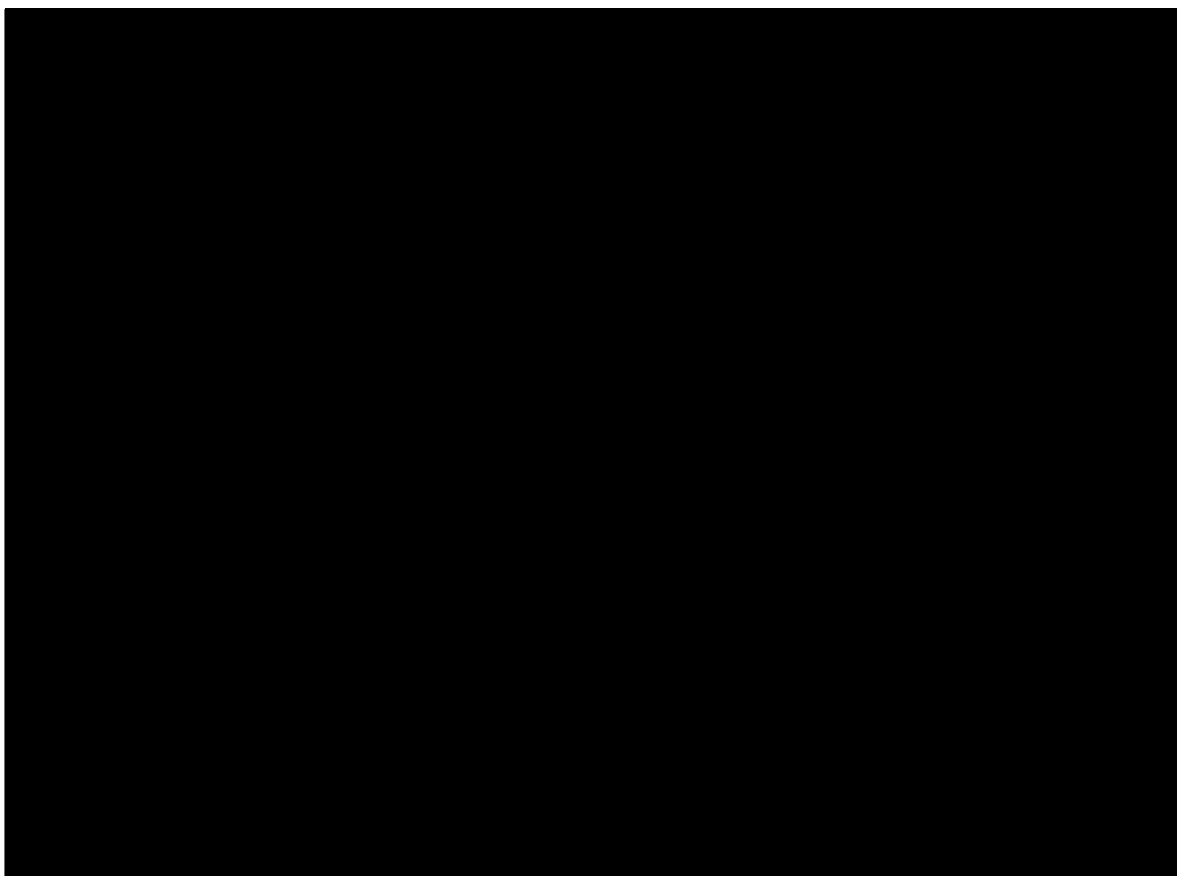
A March of 2010, I was responsible.

Q For setting the policies and procedures in
California?

A At the corporate level, that then would be
enforced to California.



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Q How long have you been in your current
position?

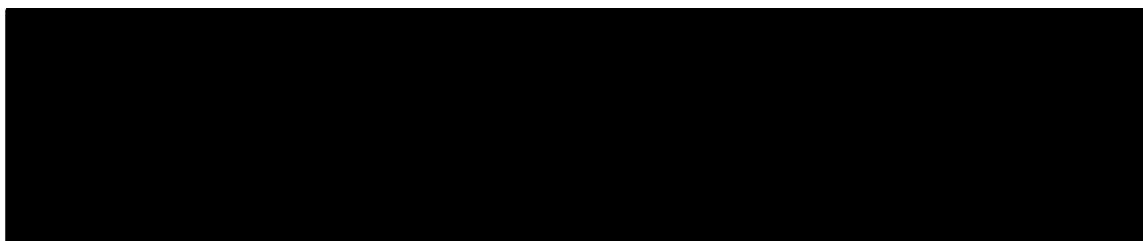
A Since March of 2012.

Q And what was your position prior to that?

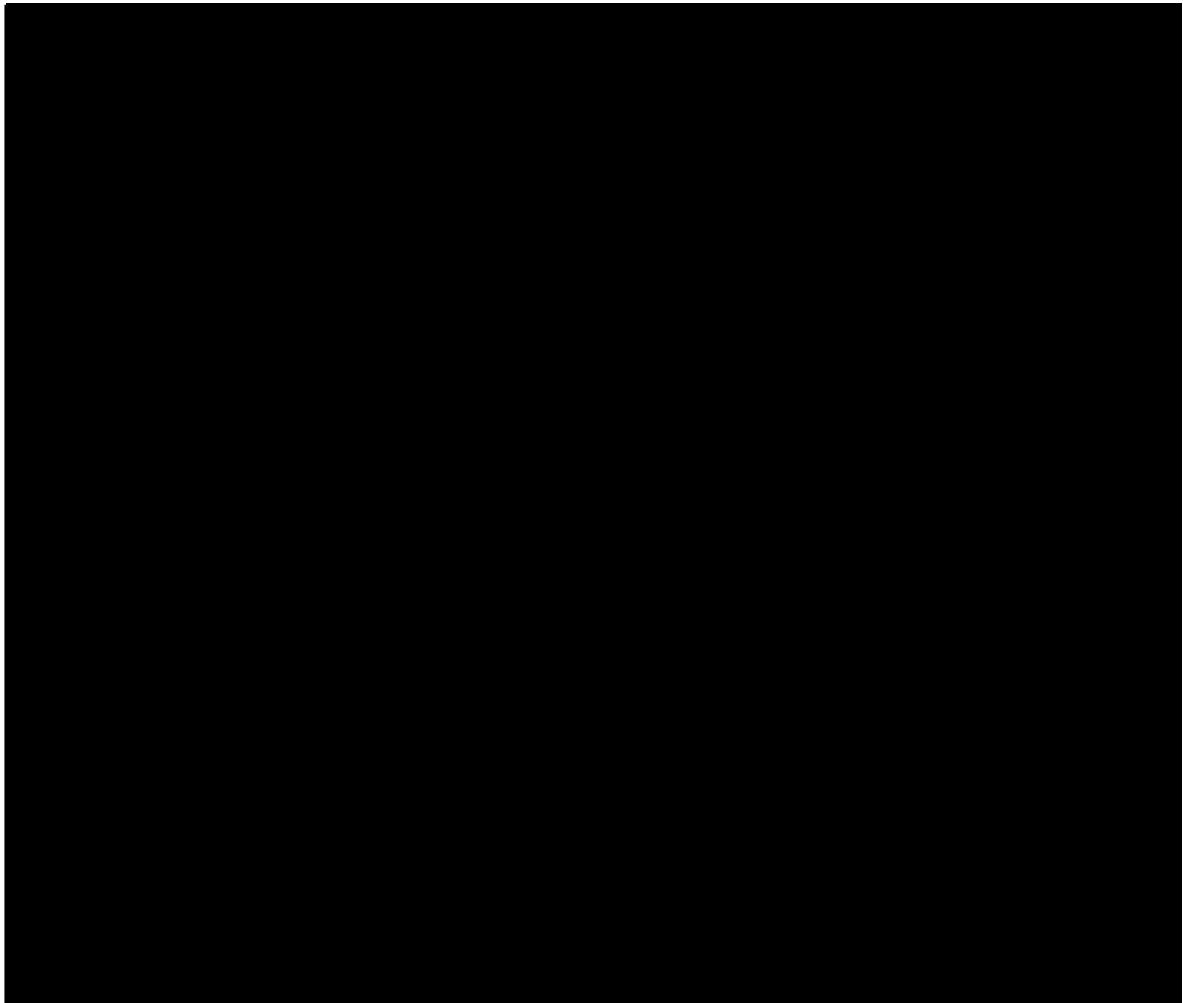
A Senior manager of sales education and
communication.

Q How long were you in that particular position?

A Six years.

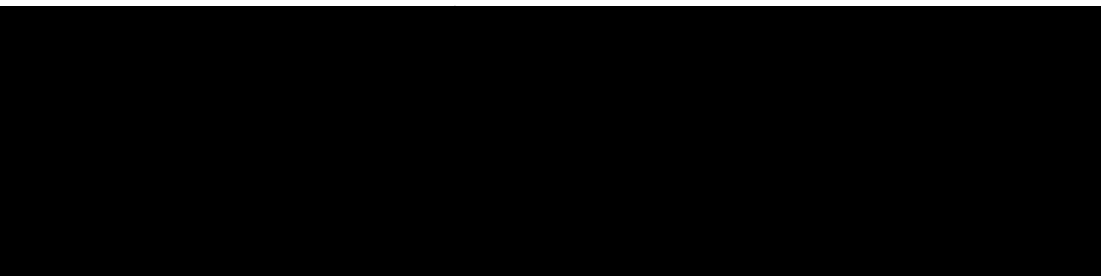


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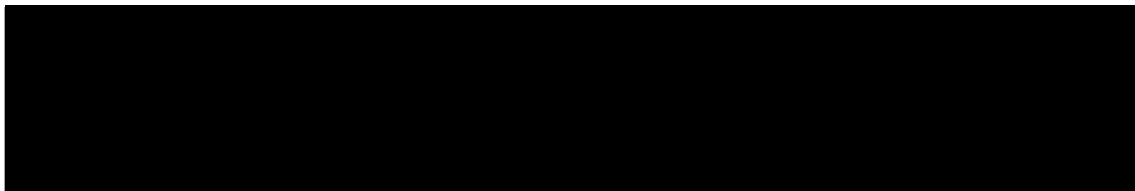


Q So there was a policy in practice in place to
collect zip codes from credit card customers, as well as
other customers, at the point of sale in the California
stores from approximately November 2009 until February
of 2011, correct?

A Correct.



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Q And can you explain to me -- just walk me through a transaction and explain how a cashier would go about collecting a credit card customer's zip code during a transaction in that particular time period from November 2009 to February of 2011.

A Yes. To collect a zip code, the customer would shop. When they completed their purchase, they would take it to the register. The associate logs onto the computer, and then the first prompt on the computer is for them to enter the zip code. So they would ask the customer for their zip code.

Q So that's the first prompt. Is it before or after they scan the item?

A It's before they scan the items.

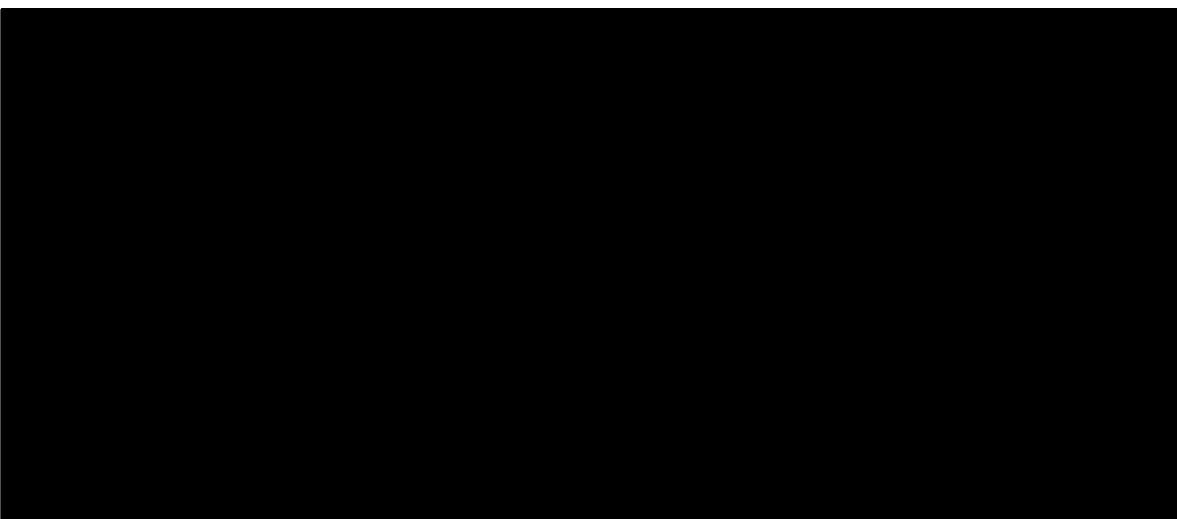


Exhibit 5

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
2 Including Professional Corporations
JAMES J. MITTERMILLER, Cal. Bar No. 85177
3 jmittermiller@sheppardmullin.com
JOHN C. DINEEN, Cal. Bar No. 222095
4 jdineen@sheppardmullin.com
501 West Broadway, 19th Floor
5 San Diego, California 92101-3598
Telephone: (619) 338-6500
6 Facsimile: (619) 234-3815

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

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO
11

12 Coordination Proceeding
13 Special Title (Rule 3.550)

14 **PIER 1 IMPORTS SONG-BEVERLY**
15 **CASES**

16 Included actions:

17
18 Gevorkian v. Pier 1 Imports (U.S.), Inc.

19
20 Amador v. Pier 1 Imports (U.S.), Inc.

21
22 Petersen v. Pier 1 Imports (U.S.), Inc.
23
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JCCP No. 4669

**RESPONSE OF DEFENDANT PIER 1
IMPORTS (U.S.), INC. TO SPECIAL
INTERROGATORIES (SET ONE)
PROPOUNDED BY PLAINTIFF LUNA
AMADOR**

Hon. Richard A. Kramer
Department 304

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

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

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

These interrogatories have been propounded to Pier 1 Imports, Inc., which is not a party to this case or to any of the coordinated "Pier 1 Imports Song-Beverly Cases." Defendant PIER 1 IMPORTS (U.S.), INC. ("Pier 1 Imports") nevertheless responds to these interrogatories, notwithstanding that they have not been propounded to Pier 1 Imports (U.S.), Inc.

PRELIMINARY STATEMENT

Discovery is ongoing. While Pier 1 Imports' responses to the Interrogatories are true and complete based upon its present knowledge concerning the subject matter of this litigation, the responses are made without prejudice to Pier 1 Imports' right to use, for any purpose pertaining to this action, information responsive to the Interrogatories, which is discovered subsequent to the date of making these responses.

Pier 1 Imports' responses are made solely for the purpose of and in relation to this action and the specific discovery to which the responses are given. Each response is made subject to all appropriate objections (including, but not limited to, objections regarding relevance, foundation, admissibility, and prejudice) that might require or suggest the exclusion of the statements or information contained in Pier 1 Imports' responses, or similar statements or information given by a witness testifying in court, and Pier 1 Imports reserves all such objections, which may be subsequently interposed at any time, including at trial.

Pier 1 Imports has not completed its investigation of the facts relating to this case, has not completed discovery, and has not commenced preparation for trial. The following responses are based upon information known to Pier 1 Imports, or its attorneys, at this time. It is anticipated that discovery, further investigation, and legal research and analysis will supply additional facts, add meaning to known facts, and establish entirely

1 new factual and legal contentions, all of which may lead to substantial additions to,
2 changes in, and variations from the responses herein. The following responses are made in
3 a good faith effort to respond based upon information presently known, and should in no
4 way be to the prejudice of Pier 1 Imports in relation to further discovery, research, analysis
5 or production of evidence.

6
7 Pier 1 Imports reserves the right to amend or supplement its responses in the
8 event of mistake, oversight or omission. These responses are made without prejudice to
9 Pier 1 Imports' rights to develop and use other information not provided herein, including,
10 without limitation, subsequently discovered information and information presently known
11 but whose specific relevance, significance, or applicability to the subject matter of this
12 lawsuit has not been ascertained.

13
14 Inadvertent disclosure of privileged information by Pier 1 Imports does not
15 constitute a waiver of any applicable privilege, nor should disclosure of any information be
16 construed to waive any objection to the admission of such information into evidence
17 including, without limitation, an objection as to relevance.

18
19 All of the following responses are subject to the foregoing statement.

20
21 **GENERAL OBJECTIONS**

22
23 The following objections apply to all interrogatories, definitions and
24 instructions, whether specific objections are also interposed, and no provision of
25 information herein may act as a waiver of these objections:
26
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28

1 1. Pier 1 Imports objects to each Interrogatory to the extent it imposes
2 requirements beyond or inconsistent with the requirements of the California Code of Civil
3 Procedure, or any other applicable statute, rule or court order.

4
5 2. Pier 1 Imports objects to each Interrogatory to the extent it seeks
6 information protected from disclosure by the attorney-client privilege, work product
7 doctrine, or any other applicable privilege or protection. Pier 1 Imports' response to each
8 and every Interrogatory should be construed as limited by each such privilege unless
9 specifically stated otherwise.

10
11 3. Pier 1 Imports objects to each Interrogatory to the extent it seeks
12 information protected by the right to privacy.

13
14 4. Pier 1 Imports objects to each Interrogatory to the extent it exceeds
15 the permissible scope of discovery in that it seeks information not relevant to the subject
16 matter of the litigation.

17
18 5. Pier 1 Imports objects to each Interrogatory to the extent it is
19 burdensome and oppressive.

20
21 6. Pier 1 Imports objects to each Interrogatory to the extent it is not full
22 and complete in itself, and is therefore improper as to form because it contains—subparts;
23 compound, conjunctive or disjunctive requests; a preface or instructions, or because it
24 contains special definitions of terms carried over from question to question which are not
25 capitalized.

26
27 7. Pier 1 Imports objects to each Interrogatory to the extent that it seeks
28 confidential, proprietary and/or trade secret information.

1 8. Pier 1 Imports objects to plaintiff's purportedly propounding these
2 interrogatories on behalf of "the Class." No class has been certified in this or any of the
3 coordinated "Pier 1 Imports Song-Beverly Cases."

4
5 9. Pier 1 Imports objects to plaintiff's definition (No. 1) of "YOU" and
6 "YOUR" as overbroad. Pier 1 Imports will only respond on behalf of itself.

7
8 10. Pier 1 Imports objects to plaintiff's definition (No. 3) of "CREDIT
9 CARD CUSTOMER" and "CREDIT CARD CUSTOMERS" as overbroad. Certain Pier 1
10 Imports customers participate in the Pier 1 Imports-branded credit card program. As a
11 required part of the credit card application process, and prior to the issuance of their Pier 1
12 Imports-branded credit card, customers provide their personal identification information.
13 Thus, Pier 1 Imports already possesses that information at the time any such credit card
14 holder participates in any sales transaction using their Pier 1 Imports-branded credit card.
15 No information relating to customers using Pier 1 Imports-branded credit cards will be
16 provided. Pier 1 Imports further objects to the extent that plaintiff's definition exceeds the
17 limitations of Civil Code § 1747.08(c). Pier 1 Imports will not provide any information
18 relating to situations described in Civil Code § 1747.08(c).

19
20 11. Pier 1 Imports objects to plaintiff's definition (No. 5) of PERSONAL
21 IDENTIFICATION INFORMATION" to the extent that it requests information from
22 credit card users other than those who are a "Cardholder," as defined in Civil Code
23 § 1747.02(d). Only information related to "Cardholders" defined in Civil Code
24 § 1747.02(d) will be provided.

1 **INTERROGATORIES AND RESPONSES**

2
3 **SPECIAL INTERROGATORY NO. 1:**

4 What "PERSONAL IDENTIFICATION INFORMATION (telephone
5 number, home address, zip code and/or email address) did YOU collect from CREDIT
6 CARD CUSTOMERS at retail stores in California during the CLASS PERIOD (other than
7 during transactions that involved shipping, delivery, servicing, installation, or for a special
8 order)?

9
10 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

11 Subject to and without waiving the foregoing preliminary statement and
12 general objections, Pier 1 Imports responds as follows: zip code.

13
14 **SPECIAL INTERROGATORY NO. 2:**

15 For PERSONAL IDENTIFICATION INFORMATION stated in response to
16 Special Interrogatory No. 1, identify the time period during which such information was
17 collected by YOU.

18
19 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

20 Subject to and without waiving the foregoing preliminary statement and
21 general objections, Pier 1 Imports responds as follows: Pier 1 Imports began collecting zip
22 codes prior to commencement of the "Class Period" on 3/2/10, but only after the California
23 Court of Appeal decisions in both Party City v. Superior Court and Pineda v. Williams-
24 Sonoma Stores, Inc. had been published (on 12/19/08 and 10/23/09, respectively). Both
25 decisions held that zip codes were not "personal identification information" under the
26 Song-Beverly Credit Card Act. Pier 1 Imports ceased collecting zip codes as of 2/11/11, at
27 the time the California Supreme Court decision in Pineda v. Williams-Sonoma Stores, Inc.
28 (reversing the Court of Appeal decision) was published.

1 **SPECIAL INTERROGATORY NO. 3:**

2 Did YOU use information obtained from CREDIT CARD CUSTOMERS
3 during the CLASS PERIOD to acquire additional information about the respective
4 customers?

5
6 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

7 Subject to and without waiving the foregoing preliminary statement and
8 general objections, Pier 1 Imports responds as follows: No.

9
10 **SPECIAL INTERROGATORY NO. 4:**

11 If the answer to Special Interrogatory No. 3 is "yes," how did YOU acquire
12 the additional information?

13
14 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

15 Subject to and without waiving the foregoing preliminary statement and
16 general objections, Pier 1 Imports responds as follows: N/A.

17
18 **SPECIAL INTERROGATORY NO. 5:**

19 If the answer to Special Interrogatory No. 3 is "yes," what additional
20 information relating to YOUR customers was acquired by YOU?

21
22 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

23 Subject to and without waiving the foregoing preliminary statement and
24 general objections, Pier 1 Imports responds as follows: N/A.

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1 **SPECIAL INTERROGATORY NO. 6:**

2 Did YOU share, rent or sell information obtained from CREDIT CARD
3 CUSTOMERS (and/or any information derived therefrom) during the CLASS PERIOD
4 with third parties?
5

6 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

7 Subject to and without waiving the foregoing preliminary statement and
8 general objections, Pier 1 Imports responds as follows: No, except as follows: Pier 1
9 Imports has shared collected zip codes with a third party service provider that has prepared
10 maps showing the geographical distribution of the zip codes. The service provider and
11 Pier 1 Imports are parties to a written contract, requiring the service provider to keep this
12 information confidential.
13

14 **SPECIAL INTERROGATORY NO. 7:**

15 How did YOU use information obtained from CREDIT CARD
16 CUSTOMERS (and/or any information derived therefrom) during the CLASS PERIOD?
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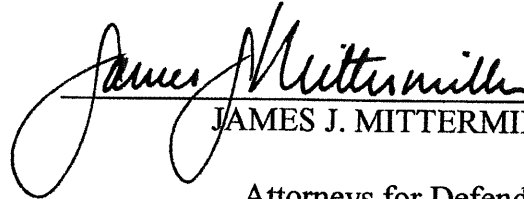
1 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

2 Subject to and without waiving the foregoing preliminary statement and
3 general objections, Pier 1 Imports responds as follows: Pier 1 Imports has used the zip
4 code information, as described in response to Interrogatory No. 6, to define trade areas for
5 purposes of targeting newspaper advertising and potential store locations.

6
7 Dated: January 3, 2012

8 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

9
10 By



11 JAMES J. MITTERMILLER

12 Attorneys for Defendant
13 PIER 1 IMPORTS (U.S.), INC.
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Pier 1 Imports Song-Beverly Cases
San Francisco Superior Court, JCCP No. 4669

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I am employed in the County of San Diego; I am over the age of eighteen years and not a party to the within entitled action; my business address is 501 West Broadway, 19th Floor, San Diego, California 92101-3598.

On January 3, 2012, I served the following document(s) described as

RESPONSE OF DEFENDANT PIER 1 IMPORTS (U.S.), INC. TO SPECIAL INTERROGATORIES (SET ONE) PROPOUNDED BY PLAINTIFF LUNA AMADOR

on the interested party(ies) in this action by placing true copies thereof enclosed in sealed envelopes and/or packages addressed as follows:

Jason M. Wucetich, Esq. Dimitrios V. Korovilas, Esq. Wucetich & Korovilas LLP 222 N. Sepulveda Blvd., Suite 2000 El Segundo, CA 90245 Tel 310-335-2001; Fax 310-364-5201 Email: jason@wukolaw.com; dimitri@wukolaw.com	Attorneys for Plaintiff Anita Gevorkian and the Class <u>Gevorkian v. Pier 1 Imports (U.S.), Inc.</u> Los Angeles Superior Case No. BC456469
James R. Patterson, Esq. Harrison Patterson & O'Connor LLP 402 W. Broadway, 29th Floor San Diego, CA 92101 Tel 619-756-6990; Fax 619-756-6991 Email: jpatterson@hpolaw.com	Attorneys for Plaintiff Linda Petersen and the Class <u>Linda Petersen v. Pier 1 Imports, Inc.</u> San Francisco Superior Court Case No. CGC-11-509127
Gene J. Stonebarger, Esq. Richard D. Lambert, Esq. Stonebarger Law 75 Iron Point Circle, Suite 145 Folsom, CA 95630 Tel 916-235-7140; Fax 916-235-7141 Email: gstonebarger@stonebargerlaw.com; rlambert@lindstonelaw.com	Attorneys for Plaintiff Luna Amador and the Class <u>Luna Amador v. Pier 1 Imports, Inc.</u> San Francisco Superior Court Case No. CGC-11-509027

1 ☒ **BY MAIL:** I am "readily familiar" with the firm's practice of collection and
2 processing correspondence for mailing. Under that practice it would be deposited
3 with the U.S. postal service on that same day with postage thereon fully prepaid at
4 San Diego, California in the ordinary course of business. I am aware that on motion
of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after date of deposit for mailing in affidavit.

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

6 Executed on January 3, 2012, at San Diego, California.
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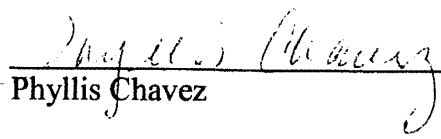
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Exhibit 6

California Stores – In-Touch & Zip Code Capture

- Zip Code information helps drive traffic to your store by determining how our REMs, Newspaper Inserts and Shared Mail are distributed.

Zip Code Capture FAQ:

Q: What do I tell a customer who asks, "Why do you need my zip code?"

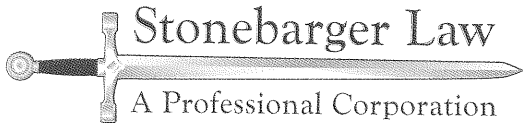
A: "We ask for your zip code so we can determine how our mailers and newspaper inserts are distributed. It is your choice whether to provide it."

Q: What if a customer does not want to provide her zip code?

A: If a customer does not want to provide his/her zip code, enter 00000. If the customer has an international zip code, enter 99999. It is vital that only valid information is captured at POS, and you should never enter a fabricated zip code or your store's zip code.

November 2009

Exhibit 7



75 Iron Point Circle, Suite 145
Folsom, California 95630
Telephone: (916) 235-7140
Facsimile: (916) 235-7141
www.stonebargerlaw.com

Gene J. Stonebarger
Attorney at Law
gstonebarger@stonebargerlaw.com

STONEBARGER LAW, APC, is a law firm dedicated to representing the interests of individuals and small businesses throughout the Country in all aspects of civil litigation. The firm specializes in Class Action Litigation. Our Attorneys have successfully served as Lead or Co-Lead Class Counsel prosecuting numerous Class Actions to Judgment against large corporations for violations of California consumer protection statutes, recovering tens of millions of dollars in benefits for individuals across the Country. Our Attorneys have also successfully represented many small businesses as both plaintiffs and defendants in various litigation venues. Stonebarger Law prides itself on the ability of our Attorneys to achieve excellent results for our clients through aggressive, precise, efficient and honest representation.

GENE J. STONEBARGER, ESQ.

BIOGRAPHICAL INFORMATION

Gene J. Stonebarger is the founder of Stonebarger Law, APC. In 2014, Mr. Stonebarger was the recipient of the Consumer Champion Award from the Consumer Federation of California. Mr. Stonebarger received a 2012 California Lawyer Attorney of the Year Award (the "CLAY Award") from California Lawyer magazine for the significant impact his legal work made in the area of Consumer Rights in 2011. Mr. Stonebarger argued the seminal privacy rights case entitled *Pineda v. Williams-Sonoma Stores, Inc.*, 51 Cal.4th 524 (2011), wherein the California Supreme Court issued a unanimous decision in favor of Plaintiff and Appellant protecting the privacy rights of California consumers, reversing the decisions of the two lower Courts and remanding the case for further proceedings. Mr. Stonebarger had the distinct honor of being the first attorney to present oral argument before Chief Justice Cantil-Sakauye as she began her tenure at the helm of the California Supreme Court and of California's vast judicial branch.

Mr. Stonebarger was awarded the Buck Scholarship in 1993 upon graduation from Linden High School and then went on to receive a Bachelor of Science Degree from U.C. Davis in 1997 and the Degree of Juris Doctor from the University of San Diego School of Law in 2000. Mr. Stonebarger began his legal career working at the prestigious Damrell law firm, where he handled complex civil litigation matters and Class Actions. In January, 2004, Mr. Stonebarger co-founded Lindsay & Stonebarger, APC. Mr. Stonebarger founded Stonebarger Law, APC in January, 2010. Mr. Stonebarger currently specializes his practice in the areas of Class Action and Complex Business Litigation. He is admitted to practice law before all courts of the State of California, the United States District Courts in the Northern, Eastern, Central and Southern Districts of California, as well as the United States Court of Appeals for the Fifth and Ninth Circuits, and the Supreme Court of the United States.

Mr. Stonebarger has successfully represented clients in numerous litigation forums in both Federal and State Court, including but not limited to, the Judicial Council of California, the Judicial Panel on Multidistrict Litigation, The Department of Consumer Affairs, California Courts of Appeal, Trial Courts throughout the State of California and Federal District Courts across the country. Mr. Stonebarger is a member of the American Association for Justice, the State Bar of California, the Consumer Attorneys of California, the Sacramento County Bar Association and the Capitol City Trial Lawyers Association. Mr. Stonebarger is also a licensed Real Estate Broker through the California Department of Real Estate.

EDUCATION

2000 - University of San Diego School of Law (J.D.)

1997 - University of California, Davis (B.S.)

LEGAL EXPERIENCE

2010-Present: Stonebarger Law, APC (Folsom)

2004-2010: Lindsay & Stonebarger, APC (Sacramento, Folsom)

2000-2004: Damrell, Nelson, Schrimp, Pallios, Pacher & Silva (Modesto)

JURISDICTIONS ADMITTED TO PRACTICE

2011- United States Supreme Court

2000- U.S. Court of Appeals for the Ninth Circuit

2010- U.S. Court of Appeals for the Fifth Circuit

2008- U.S. District Court, Central District of California

2006- U.S. District Court, Southern District of California
2001- U.S. District Court, Eastern District of California
2001- U.S. District Court, Northern District of California
2000 - California Supreme Court

PROFESSIONAL MEMBERSHIPS

State Bar of California
Consumer Attorneys of California
Sacramento County Bar Association
Capitol City Trial Lawyers Association
American Association for Justice
Real Estate Broker through the California Department of Real Estate

LEGISLATIVE TESTIMONY

- Assembly Committee on Judiciary regarding AB 1219, May 10, 2011
- Assembly Committee on Banking regarding AB 1219, May 2, 2011

SPEAKING ACTIVITIES

- American Conference Institute, Data Privacy & Information Security, Dallas, Texas, June 3-4, 2010
- San Francisco Bar Association Song-Beverly Act Panel, August 23, 2011
- American Conference Institute, Privacy & Security of Consumer and Employee Information, Washington, D.C., February 1-2, 2012

PUBLISHED OPINIONS

- *Pineda v. Williams-Sonoma Stores, Inc.*, 51 Cal.4th 524 (2011)
- *Alvarez v. Brookstone Company, Inc.*, 202 Cal.App.4th 1023 (2011)
- *Folgelstrom v. Lamps Plus, Inc.*, 195 Cal.App.4th 986 (2011)
- *Powers v. Pottery Barn, Inc.*, 177 Cal.App.4th 1039 (2009)
- *Aquirre v. Amscan Holdings, Inc.*, 234 Cal.App.4th 1290 (2015)

RICHARD D. LAMBERT, ESQ.

BIOGRAPHICAL INFORMATION

Richard D. Lambert is a partner of the firm. Mr. Lambert graduated from Grace M. Davis High School in 2000. Mr. Lambert attended Occidental College earning his Bachelor of Arts degree in Economics in 2004. Mr. Lambert attended California Western School of Law, receiving his Juris Doctor *Magna Cum Laude* in 2007. While in law school, Mr. Lambert was an Associate Editor of the California Western Law Review & International Law Journal, an Academic Honors Instructor, and earned three Awards for Academic Achievement (Evidence, Alternative Dispute Resolution, & Trial Practice).

Mr. Lambert's Class Action practice is focused predominantly in the areas of labor and employment, consumer protection, and privacy rights litigation. In addition to his Class Action practice, Mr. Lambert also handles Complex Business Litigation matters. He is admitted to practice law before all courts of the State of California. Mr. Lambert is a member of the State Bar of California, the Consumer Attorneys of California, California Employment Lawyers Association, and the Sacramento County Bar Association.

EDUCATION

2007 - California Western School of Law (J.D.), *Magna Cum Laude*

2004 - Occidental College (B.A.), *Omicron Delta Epsilon Honors*

LEGAL EXPERIENCE

2010-Present: Stonebarger Law, APC (Folsom)

2007-2010: Lindsay & Stonebarger, APC (Folsom)

JURISDICTIONS ADMITTED TO PRACTICE

2011 - U.S. District Court, Southern District of California

2011 - U.S. District Court, Central District of California

2010 - U.S. District Court, Northern District of California

2009 - U.S. District Court, Eastern District of California

2007 - California Supreme Court

PROFESSIONAL MEMBERSHIPS

State Bar of California
Consumer Attorneys of California
Sacramento County Bar Association
California Employment Lawyers Association
Phi Alpha Delta, Sacramento State Chapter

PUBLISHED OPINIONS

- *Pineda v. Williams-Sonoma Stores, Inc.*, 51 Cal.4th 524 (2011)
- *Alvarez v. Brookstone Company, Inc.* 202 Cal.App.4th 1023 (2011)
- *Folgelstrom v. Lamps Plus, Inc.*, 195 Cal.App.4th 986 (2011)
- *Powers v. Pottery Barn, Inc.*, 177 Cal.App.4th 1039 (2009)
- *Aquirre v. Amscan Holdings, Inc.*, 234 Cal.App.4th 1290 (2015)

PRIVACY RIGHTS CLASS ACTION LITIGATION

Attorneys at Stonebarger Law have successfully served as Lead or Co-Lead Class Counsel prosecuting numerous Class Actions to Judgment against large corporations for violations of California Civil Code section 1747.08, protecting the privacy rights of consumers, recovering tens of millions of dollars in benefits for individuals across the country, including in the following cases:

- *Matsuo v. American Golf Corporation*, San Joaquin County Superior Court, Case No. CV024865
- *Buzby v. Best Buy Co., Inc.*, San Diego County Superior Court, Case No. GIN040241
- *Children's Place Cases*, Stanislaus County Superior Court, J.C.C.P. No. 4418
- *Castaneda v. Dillard's, Inc.*, San Joaquin County Superior Court, Case No. CV026899
- *Barajas v. The Container Store, Inc.*, San Diego County Superior Court, Case No. GIN 041129
- *Ben Bridge Jeweler Cases*, Sacramento County Superior Court, J.C.C.P. No. 4474
- *Mendez v. Carter's, Inc.*, Sacramento County Superior Court, Case No. 05AS005580
- *O'Keefe v. West Marine, Inc.*, San Diego County Superior Court, Case No. GIC 876869
- *Barajas v. Dixieline Lumber Co.*, San Diego County Superior Court, Case No. GIC 841991
- *Cost Plus Credit Card Cases*, Sacramento County Superior Court, J.C.C.P. No. 4507

- *Wood v. Coach, Inc.*, Contra Costa County Superior Court, Case No. C-07-01146
- *Bell v. Genesco, Inc.*, San Diego County Superior Court, Case No. 37-2008-00081672 CU-BT-CTL
- *Lautenlager v. Sam Ash Music Corporation*, San Diego County Superior Court, Case No. 37-2008-00088948-CU-BT-CLT
- *Andonia v. The TJX Companies, Inc.*, San Diego County Superior Court, Case No. GIC875253
- *Burger v. J.C. Penney Company, Inc.*, San Diego County Superior Court, Case No. 37-2008-00083751-CU-BT-CTL
- *Cole v. Sport Chalet, Inc.*, San Diego County Superior Court, Case No. 37-2008-00081675 CU-BT-CTL
- *Cole v. The Sports Authority, Inc.*, San Diego County Superior Court, Case No. 37-2008-00081686 CU-BT-CTL
- *Johnson v. Lerner New York*, San Diego County Superior Court, Case No. 37-2008-00080567-CU-BT-CTL
- *Anderson v. United Retail*, San Diego County Superior Court, Case No. 37-2008-00089685-CU-BT-CTL
- *Spangler v. Bass Pro Outdoor World, LLC*, San Bernardino County Superior Court, Case No. CIVSS 810285
- *Fogelstrom v. Everfast, Inc.*, San Diego County Superior Court, Case No. 37-2008-00086675-CU-BT-CTL
- *Korn v. Polo Ralph Lauren Corporation*, Eastern District of California, No. 07-CV-02745-FCD-JFM
- *Anderson v. Tuesday Morning Corporation*, San Diego County Superior Court, Case No. 37-2008-00088654-CU-BT-CTL
- *Miller v. Road Runner Sports, Inc.*, San Diego County Superior Court, Case No. 37-2008-00093271-CU-BT-CTL
- *Diebel v. BCBG MAX AZRIA GROUP, Inc.*, San Diego County Superior Court, Case No. 37-2008-00085129-CU-BT-CTL
- *Fogelstrom v. Tween Brands, Inc.*, San Diego County Superior Court, Case No. 37-2008-00060767-CU-BT-NC
- *In Re: Payless Shoesource, Inc. California Song-Beverly Credit Card Act Litigation*, Eastern District of California, Case No. 09-MD-02022 FCD (GGH)
- *Sturgeon v. Jones Retail Corporation*, Southern District of California, Case No. 09-CV-00507-WQH (WVG)

- *Nelson v. Destination Maternity Corporation*, San Francisco County Superior Court, Case No. CGC-11-508949
- *Giacometti v. True Religion Apparel, Inc.*, Placer County Superior Court, Case No. S-CV0027951
- *Vaughan, et al. v. Home Depot U.S.A., Inc.*, Eastern District of California, Case No. 2-11-cv-1041-GEB-CKD
- *Swaney v. Lowe's HIW, Inc.*, Northern District of California, Case No. CV-11-03231
- *Pabst v. Genesco, Inc.*, Northern District of California, Case No. CV-11-04881
- *Sunseri v. Maidenform Brands, Inc.*, Napa County Superior Court, Case No. 26-52359
- *Nordstrom, Inc. Song-Beverly Act Cases*, Los Angeles County Superior Court, JCCP Case No. 4651
- *Vaughan, et al. v. Home Depot U.S.A., Inc.*, Eastern District of California, Case No. 2:11-CV-1041
- *Alvarez v. Brookstone Company, Inc.*, San Diego County Superior Court, Case No. 37-2008-00097745
- *O'Connor v. Euromarket Designs, Inc.*, Northern District of California, Case No. 3:11-CV-02140
- *Georgino v. Sur La Table, Inc.*, Central District of California, Case No. CV 11-03522
- *Seebrook v. The Children's Place Retail Stores, Inc.*, Northern District of California, Case No. 11-CV-00837
- *Krieger v. The Buckle, Inc.*, San Francisco County Superior Court, Case No. CGC-12-517304
- *Morey v. Louis Vuitton North America, Inc.*, Southern District of California, Case No. 11-cv-01517
- *Chaikin v. Lululemon USA Inc., et al.*, Southern District of California, Case No. 12-CV-02481
- *Michaels Stores Song-Beverly Cases*, San Diego County Superior Court, JCCP Case No. 4684
- *O'Leary v. Office Depot, Inc.*, Sacramento County Superior Court, Case No. 34-2012-00131227
- *Dardarian v. OfficeMax North America, Inc.*, Northern District of California, Case No. 4:11-cv-00947
- *Petersen v. Estee Lauder Companies, Inc.*, San Francisco County Superior Court, Case No. CGC-11-509129
- *Big 5 Sporting Goods Song-Beverly Cases*, Los Angeles County Superior Court, JCCP Case No. 4667

CONSUMER CLASS ACTION LITIGATION

Attorneys at Stonebarger Law have successfully served as Class Counsel prosecuting numerous Class Actions to Judgment against large corporations for violations of California consumer protection statutes, recovering millions of dollars in benefits for individuals across the country, including in the following cases:

- *Christopher v. Baskin-Robbins, USA, LLC*, San Diego County Superior Court, Case No. 37-2007-00069556-CU-BT-CTL
- *Kedem v. Toys 'R' Us, Inc.*, Santa Clara County Superior Court, Case No. 1-09- CV-141570
- *In Re: Heartland Payment Systems, Inc. Data Security Breach Litigation*, Southern District of Texas, Case No. 4:09-MD-2046 (Mr. Stonebarger served as a member of the Executive Committee in the Consumer Track Actions in this MDL proceeding relating to a security breach whereby consumer credit card information was compromised)
- *Alcarion v. Charlotte Russe, Inc., et al.*, Southern District of California, Case No. 3:13-cv-01176-DMS-NLS

LENDER MISCONDUCT CLASS ACTION LITIGATION

Attorneys at Stonebarger Law have successfully served as Lead Class Counsel prosecuting Class Actions to Judgment against large lending institutions for violations of California and Federal statutes, including in the following case:

- *Shelton v. GMAC, LLC*, Placer County Sup. Ct., Case No. SCV21807 (Mr. Stonebarger served as Lead Class Counsel in this class action alleging that Defendant Sent 1099-C Cancellation Of Debt Forms To Debtors And Then Subsequently Attempted To Collect On The Canceled Debts)

Stonebarger Law serves as Counsel in pending Class Action lawsuits filed against large lending institutions for violations of California and Federal statutes, including the following cases:

- *In re Citibank HELOC Reduction Litigation*, Northern District of California, Case No. C 09-0350-MMC (Mr. Stonebarger serves as a member of the Executive Committee in this nationwide class action alleging illegal reductions of Home Equity Lines of Credit)

EMPLOYMENT CLASS ACTION LITIGATION

Stonebarger Law has successfully served as Co-Lead Class Counsel prosecuting Class Actions to Judgment against large companies for violations of California and Federal employment laws, including the following cases:

- *Kool v. Target Corporation*, Eastern District of California, Case No. 2:10-CV-02950-LKK-EFB (Wage and hour class action on behalf of pharmacists)
- *Martin v. Warehouse Demo Services, Inc.*, Northern District of California, Case No. CV-10-04539 MMC (Wage and hour class action on brought on behalf of hourly employees working demonstration tables at Costco's stores across the State)
- *La Masa v. IndyMac Resources, Inc.*, Stanislaus County Superior Court, Case No. 626836 (Wage and hour class action on behalf of former IndyMac employees)
- *Anderson v. Apple American Group, LLC*, Sacramento County Superior Court, Case No. 34-2010-00093705 (Class action brought on behalf of Applebee's employees for being required to purchase uniforms in violation of California Law)
- *Duke v. Adventist Health System/West, et al.*, Sacramento County Superior Court, Case No. 34-2010-00073533-CU-OE-GDS (Wage and hour class action on behalf of former nurses working at St. Helena Hospital Clearlake)
- *Delfierro v. White House Black Market, Inc.*, Sacramento County Superior Court, Case No. 34-2014-00159390

Stonebarger Law serves as Counsel in numerous pending Class Action lawsuits filed against large companies for violations of California and Federal employment laws, including the following cases:

- *Chase, et al. v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC381055 (Coordinated wage and hour class action on behalf of pharmacists employed by Rite Aid)
- *The Cheesecake Factory Uniform Labor Code Cases*, Los Angeles County Superior Court, JCCP Case No. 4759 (Class action brought on behalf of The Cheesecake Factory employees for being required to purchase uniforms in violation of California Law)
- *Duffer v. United Continental Holdings, Inc.*, Northern District of Illinois, Case No. 1:13-cv-03756 (Class action brought on behalf of Military Pilots who are/were United States Military Reservists for Continental's violations of USERRA)

- *Patel v. CVS Pharmacy, Inc., et al.*, Orange County Superior Court, Case No. 30-2015-0076552 (Wage and hour class action on behalf of pharmacists employed by CVS)

James R. Patterson, State Bar No. 211102
PATTERSON LAW GROUP
A Professional Corporation
402 West Broadway, 29th Floor
San Diego, CA 92101
Telephone: (619) 756-6990
Facsimile: (619) 756-6991

Attorneys for Plaintiff Linda Petersen and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

) JUDICIAL COUNCIL COORDINATION
) PROCEEDING NO.: 4669

) **CLASS ACTION**

) **DECLARATION OF JAMES R.
PATTERSON IN SUPPORT OF
RENEWED UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

) Date: July 29, 2015

) Time: 2:00 p.m.

) Dept.: 304

) Judge: Hon. Curtis E.A. Karnow

) *Date Action Filed: March 4, 2011*

) *Trial Date: Not Yet Set*

1 I, JAMES R. PATTERSON, declare:

2 1. I am an attorney duly admitted to practice law before all courts of the State of
3 California, and I am a shareholder in the law firm of Patterson Law Group. I am one of the
4 attorneys for Plaintiff Linda Petersen and the Class. I make this declaration in support of
5 Preliminary Approval of the Class Action Settlement. If called as a witness, I would and could
6 testify to the following:

7 2. I have personally been involved in the prosecution of this Class Action since
8 inception.

9 3. After extensive arm's-length negotiations, including the mediation sessions with
10 Justice Howard B. Wiener (Ret.), Plaintiffs and Defendant entered into a Settlement Agreement
11 and Release, which was subsequently amended following the initial Preliminary Approval
12 Hearing held before this Court on April 13, 2015.

13 4. I have extensive experience in complex business litigation and class actions.
14 Patterson Law substantially concentrates its practice in the prosecution of class actions. Our
15 attorneys have successfully served as Class Counsel or Co-Class Counsel prosecuting numerous
16 Class Actions to Judgment against large corporations for violations of California's Song-Beverly
17 Credit Card Act, recovering tens of millions of dollars in benefits for individuals across the
18 country. We have also successfully tried two Song-Beverly cases in favor of the classes.
19 Attached hereto as Exhibit '1' is the firm resume for Patterson Law, which sets forth more fully
20 my experience in handling class actions, including class actions for violations of California Civil
21 Code section 1747.08, which is the statute at issue in this case.

22 5. Based on my experience in this area of law, it is my opinion that the proposed
23 settlement constitutes an excellent result for the Class.

24 I declare under penalty of perjury that the facts stated in this declaration are true and
25 correct, and that this declaration was executed on July 16, 2015, in San Diego, California.

26 

27
28 _____
James R. Patterson

EXHIBIT 1



PATTERSON LAW GROUP

Patterson Law Group is a San Diego, California based commercial litigation firm that focuses on complex class action litigation, including consumer protection, privacy, and employee rights actions. Our firm has been recognized as a leader on both the state and national levels, and attorneys at our firm have been appointed lead counsel, or co-lead counsel in more than 40 state and federal actions.

CONSUMER PROTECTION CLASS ACTIONS

Our consumer advocacy practice is focused on protecting the privacy rights of consumers. Representative cases which have been certified as class actions and prosecuted to judgment include: (1) *Shabaz, Korn v. Polo Ralph Lauren Corp.*, Case No. SA CV 07-1349 AG (US Dist. Ct.) (class receiving benefits of more than \$10 million); (2) *Anderson v. United Retail Group*, Case No. 37-2008-00089685-CU-BT-CTL (San Diego Sup. Ct.) (class receiving benefits of approximately \$4.2 million); (3) *McCarthy v. Euromarket*, Case No. 37-2008-00085041-CU-BT-CTL (San Diego Sup. Ct.) (class receiving benefits of approximately \$6 million); (4) *Johnson v. New York & Company*, Case No. 37-2008-00080567-CU-BT-CTL, (San Diego Sup. Ct.) (class receiving benefits of approximately \$5 million), (5) *Hernandez v. Restoration Hardware, Inc.*, Case No. 37-2008-00094395-CU-BT-CTL, (San Diego Superior Ct.) (class receiving benefits of approximately \$36 million).

EMPLOYEE RIGHTS ACTIONS

Our employee protection practice includes prosecution and trial of both individual and class cases. Representative cases include: (1) *LaMasa, et al. v. INDYMAC Resources, Inc.*, Case No. 626836 (Stanislaus County Sup. Ct.) (more than \$3,000,000 recovered after bank failure and seizure by FDIC); (2) *DeLapp v. Union Bank*, Case No. CGC-10-500638 (San Francisco Sup. Ct.) (over \$1,800,000 recovered for lost vacation pay); (3) *Fletcher v. The Toro Company*, Case No. 37-2008-00095573 (San Diego Sup. Ct.) (approximately \$1,000,000 in compensation recovered for the class of only 119 people); (4) *Von Rettig v. La Costa Limousine*, Case No. 37-2008-00086676 (San Diego Sup. Ct.) (approximately \$300,000 recovered for the class).

TRIAL EXPERIENCE

While we take pride in our ability to appropriately evaluate and favorably resolve complex cases, we are ready willing and able to vigorously litigate any case through trial. The attorneys at Patterson Law Group have significant trial experience, including notable results in *Ichor Medical Systems v. Walters* (14 million jury verdict, S.D. Cal.) and *Oris Medical Systems v. Allion Healthcare* (\$4 million settlement reached mid-trial; San Diego Sup. Ct.). Patterson Law Group's attorneys have tried more than 20 jury trials.

OUR ATTORNEYS

JAMES R. PATTERSON is the founder of Patterson Law Group. Prior to founding the firm, Jim spent 6 years with the prestigious national law firm of Cooley LLP, and 6 years with Harrison Patterson & O'Connor LLP. He has been constantly recognized as a leader in both consumer and employee class actions by the media, legislators, and courts throughout the country. Jim has been appointed lead or co-lead counsel in more than 35 state and federal class actions, and has obtained hundreds of millions of dollars in benefits for his clients and class members. He is known as an innovator that will fight the tough fights. Jim is co-lead counsel in the seminal *Pineda v. Williams-Sonoma* case that changed the prevailing law, and the entire retail industry in California by prohibiting retailers from collecting unnecessary personal identification information from credit card customers. As a result of his in-court success, Jim has been asked to speak at numerous consumer and privacy related conferences, and to opine as to legislation concerning consumer privacy rights in California.

Jim's training and experience at Cooley, provides him with a unique perspective on the inner-workings and decision making process of large corporations. His experience on the plaintiffs' side has rounded him into a multi-dimensional and dynamic class action attorney. Jim is a graduate of the University of California at Davis, and the University of San Diego Law School, where he finished magna cum laude and was a member of law review and Order of the Coif. He grew up in the Bay Area and currently resides with his wife and two children in San Diego, California.

ALLISON H. GODDARD joined Patterson Law Group, APC at its inception. After graduating from law school in 2000, Ali joined the law firm of Cooley LLP in San Diego, California, where she focused her practice on class actions and complex litigation. She left Cooley in 2004 to found the litigation boutique firm Jaczko Goddard. There, Ali concentrated on intellectual property and general business litigation. In 2011, she joined Patterson Law Group to continue working on intellectual property matters and complex class actions. Ali is very active in the legal community and has served as President of the San Diego Chapter of the Federal Bar Association, Vice Chair of the Host Committee for the 2012 Federal Bar Association National Meetings and Convention. She is currently a Lawyer Representative from the Southern District of California to the Ninth Circuit Judicial Conference.

ALISA A. MARTIN joined Patterson Law Group, APC at its inception. Prior to joining the firm, Alisa spent 8 years with the prestigious national law firm of Cooley LLP, and 2 years with Harrison Patterson & O'Connor LLP. She is a recognized advocate for consumers and employees and has been prosecuted and defended numerous state and federal class actions.

Alisa also is a trained clinical therapist, which honed her communications skills and ability to understand her clients' needs.

Alisa graduated from the University of San Diego Law School and was a member of law review. Before law school, she obtained a Masters of Arts with honors in clinical psychology from Pepperdine University, and a Bachelor of Arts from University of California at San Diego. Alisa is native of San Diego, California, and continues to reside there with her husband and three children.

MATTHEW J. O'CONNOR spent 6 years with as a government prosecutor with the Contra Costa County District Attorney's Office, and 6 years with Harrison Patterson & O'Connor LLP prior to joining Patterson Law Group. He has litigated more than 20 consumer and employee class actions, and has tried over forty cases to verdict.

Matt's training and experience as a government attorney prosecuting individuals who profit from data breaches and identity theft, many through jury trial, gives him a unique perspective on how to combat consumer fraud on a large scale. And his courtroom experience is an invaluable asset which he draws upon to reach successful resolution of complex class action

cases, both in the consumer protection and employment areas of law. Matt is a graduate of the University of California at Davis, and then Santa Clara University School of Law, where he finished Cum Laude and with a High Technology Certificate. He grew up in the Bay Area and currently resides with his wife and three children in San Diego, California.

Gene J. Stonebarger, State Bar No. 209461
Richard D. Lambert, State Bar No. 251148
STONEBARGER LAW
A Professional Corporation
75 Iron Point Circle, Suite 145
Folsom, CA 95630
Telephone (916) 235-7140
Facsimile (916) 235-7141

Attorneys for Plaintiff Amador and the Class

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

) JUDICIAL COUNCIL COORDINATION
) PROCEEDING NO.: 4669
)

) **CLASS ACTION**
)

) **DECLARATION OF JASON M.
) WUCETICH IN SUPPORT OF
) RENEWED UNOPPOSED MOTION
) FOR PRELIMINARY APPROVAL
) OF CLASS ACTION SETTLEMENT**
)

) Date: July 29, 2015
) Time: 2:00 p.m.
) Dept.: 304
) Judge: Hon. Curtis E.A. Karnow
)

) *Date Action Filed: March 4, 2011*
) *Trial Date: Not Yet Set*
)

STONEBARGER LAW
A Professional Corporation

DECLARATION OF JASON M. WUCETICH

I, Jason M. Wucetich, declare as follows:

1. I am an attorney at law duly licensed to practice before all courts in the state of California and am a partner at the law firm of Wucetich & Korovilas LLP, attorneys of record for plaintiff Anita Gevorkian. I am familiar with the matters stated herein of my own personal knowledge and could and would testify competently about them if called upon to do so. I make this declaration in support of plaintiffs' renewed unopposed motion for preliminary approval of class action settlement.

2. Prior to filing the complaint in this action, my firm conducted a thorough factual investigation into the facts and legal support underlying plaintiff's claims. Since the filing of this action, my firm has continued its investigations, both through formal and informal discovery and other means. The informal and formal discovery sought evidence to assess class certification, liability, and damages issues, including, *inter alia*, Defendant's policies and practices at its stores in California, how personal identification information was collected and stored by Defendant, the number of California consumers whose information was collected and stored, how Defendant utilized the information that is collected and stored, the operating structure of Defendant, and all parties involved in and responsible for the wrongful conduct alleged.

3. I, along with my co counsel Gene Stonebarger and Jim Patterson, engaged in extensive arms-length settlement negotiations with Defendant, including participating in two (2) mediation sessions with the Honorable Justice Howard B. Wiener (Ret.). All of these efforts resulted in the proposed settlement agreement, which was amended following the initial preliminary approval hearing held before this Court on April 13, 2015.

4. Based on my experience, it is my opinion that the proposed settlement is fair, reasonable, and in the best interests of the class.

5. I received my juris doctor degree from the University of California, at Davis, School of Law in 2002 and became licensed to practice law in California at that time. I received my bachelor's degree in economics and political science from Stanford University in 1997. I co-founded my law firm, Wucetich & Korovilas LLP, with my partner, Dimitrios V. Korovilas, in

1 2010. Prior to that, I, along with my partner, Mr. Korovilas, the other attorney at my firm
2 assigned to this matter, worked together as attorneys in the litigation department of Orrick,
3 Herrington & Sutcliffe LLP's Los Angeles office. Orrick is a large, international firm with over
4 1,000 attorneys and offices throughout the world. I also previously worked for several years in
5 Los Angeles in the litigation department of Pillsbury Winthrop Shaw Pittman, another large firm,
6 along with Mr. Korovilas, before our practice group moved to Orrick. My partner, Mr.
7 Korovilas, received his jurisdoctor degree from the University of California, at Davis, School of
8 Law in 2006 and became licensed to practice law at that time. He received his bachelor's degree
9 in economics from the University of Chicago. He also previously externed for the Honorable
10 David F. Levi, former chief judge of the U.S. District Court for the Eastern District of California,
11 and currently the dean of Duke Law School.

12 6. Throughout our practice, both previously at the large firm level and at our current
13 firm, my partner and I have had significant experience in class action and other complex
14 litigation, including numerous employment cases. I have personally first-chaired five jury trials
15 and second-chaired four jury and bench trials. Complex litigation, in both the individual and
16 class action context, has constituted a significant portion of both my partner's and my practice
17 generally and also our day-to-day activities. Throughout our practice, we have regularly
18 represented clients in both state and federal courts and at both the trial and appellate levels.
19 Some of my and/or my partner's significant past class action and other complex cases over the
20 course of our careers have included, among others:

- 21 a. *Payless ShoeSource Wage and Hour Cases*, Case No. JCCP4699 (Los Angeles
22 Superior Court) (wage and hour class action successfully settled);
- 23 b. *Ledterman v. James Perse Enterprises, et al.*, Case No. BC480530 (Los Angeles
24 Superior Court) (§ 1747.08 class action case, successfully settled);
- 25 c. *Kassabian v. Orlando Bathing Suit, LLC, et al.*, Case No. BC489562 (Los
26 Angeles Superior Court) (§ 1747.08 class action case, successfully settled);
- 27 d. *Owen v. L'Occitane, Inc., et al.*, Case No. BC 491880 (Los Angeles Superior
28 Court) (§ 1747.08 class action case, successfully settled);

- 1 e. *Arechiga v. American Rag Compagnie, et al.*, Case No. BC491879 (Los Angeles
2 Superior Court) (§ 1747.08 class action case, successfully settled);
- 3 f. *Hoonanian v. Crocs, Inc.*, Case No. BC491878 (Los Angeles Superior) (§
4 1747.08 class action case, successfully settled);
- 5 g. *Adjamian v. Sunglass Hut Trading LLC, et al.*, Case No. 30-2011-00451217-CU-
6 BT-CXC (Orange County Superior) (§ 1747.08 class action case, successfully
7 settled);
- 8 h. *Stathopoulos v. Retail Brand Alliance, Inc. d/b/a Brooks Brothers*, Case No.
9 BC462887 (Los Angeles Superior Court) (§ 1747.08 class action case,
10 successfully settled).
- 11 i. *Baghdassarian et al. v. Nordstrom, Inc.*, Case No. BC448357 (Los Angeles
12 Superior) (§ 1747.08 class action case, successfully settled);
- 13 j. *Wolff v. Hyatt Corporation et al.* Case No. 10CV7266 (C.D. Cal.) (civil rights
14 class action case, successfully settled);
- 15 k. *Finseth v. Network Solutions LLC*, Case No. CV 08-1537 PSG (VBx) (consumer
16 class action case, successfully settled);
- 17 l. *McElroy v. Network Solutions LLC*, Case No. CV 08-01247 PSG (VBKx)
18 (consumer class action case, successfully settled);
- 19 m. *Carlson v. eHarmony.com, Inc.*, Case No. BC371958 (certified civil rights class
20 action case, successfully settled on the eve of trial);
- 21 n. *McNett v. Network Management Group, Inc. et al.*, Case No. BC330892 (certified
22 employee misclassification class action case);
- 23 o. *Ingalls v. Hallmark Retail, Inc.*, Case No. CV08-04342 VBF(Ex), consolidated
24 with CV08-05330 (VBF)(FFMx), consolidated with CV08-07481 (VBF)(Ex)
25 (wage/hour employment class action);
- 26 p. *Ceryx Asset Recovery LLC v. Cummins West, Inc. et al.*, JAMS Ref. 1220035720
27 (represented plaintiff in complex employment and trade secrets arbitration case
28 that proceeded through weeks of arbitration before reaching a successful

settlement);

- q. *Tyson Foods v. Foster Farms, Rao, et al.* (multiple complex employment and trade secrets cases around the country that ultimately settled successfully);
- r. *Vident v. Dentsply International, Inc.*, Case No. SACV 06-1141 PSG (ANx) (represented the plaintiff in an antitrust case that resulted in an \$18 million stipulated judgment on the eve of trial);
- s. *Warren v. AW Chesterton Company et al.*, Case No. CGC-07274470 (represented defendant in a products liability trial that resulted in a complete defense verdict after weeks of trial);
- t. *DHL Reseller Litigation* (represented DHL in numerous related complex commercial cases nationwide based on its exit from the domestic market, with many cases involving dozens of parties);
- u. *ConsumerInfo.com, Inc. v. One Technologies LP et al.*, Case No. CV 09-3783 (complex copyright/trademark/antitrust dispute)
- v. *Sleep Innovations, Inc. v. Sinomax USA, Inc., et al.*, Case No. CV06-5712 (AHM)(AJWx) (complex trade secrets case, ultimately successfully settled);
- w. *HiRel Connectors, Inc. v. Department of Defense, et al.*, Case No. C01-11069 DT(BQRx), (complex trade secrets);
- x. *Triangle Restaurants, Inc., et al. v. ERP Operating Limited Partnership*, Case No. EC050081 (complex real estate litigation);

7. Currently, my firm represents plaintiffs in approximately a dozen pending class action lawsuits, consisting of various consumer, employee, and civil rights litigation, including numerous actions similar to the instant case involving allegations violation of California Civil Code § 1747.08.

8. My firm also represents both plaintiffs and defendants in non-class action cases, including employment, consumer, and contract disputes.

9. My firm is competent and ready to move forward with resolution of this matter through the proposed settlement. We have no conflicts of interest with the class, nor any other

1 conflicts of interest that would adversely affect our representation, and we are willing and able to
2 adequately represent the class.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct, and that this declaration was executed on July 14, 2015, in El
5 Segundo, California.

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JASON M. WUCETICH

Gene J. Stonebarger, State Bar No. 209461
Richard D. Lambert, State Bar No. 251148
STONEBARGER LAW
A Professional Corporation
75 Iron Point Circle, Suite 145
Folsom, CA 95630
Telephone (916) 235-7140
Facsimile (916) 235-7141

Attorneys for Plaintiff Amador and the Class

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: 4669

CLASS ACTION

**DECLARATION OF JENNIFER M.
KEOUGH REGARDING CLASS
ADMINISTRATOR QUALIFICATIONS**

Date: July 29, 2014

Time: 2:00 p.m.

Dept.: 304

Judge: Hon. Curtis E.A. Karnow

Date Action Filed: March 4, 2011

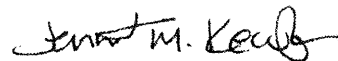
Trial Date: Not Yet Set

1 I, Jennifer M. Keough, declare:

2 1. I am the Chief Operating Officer of The Garden City Group, Inc. ("GCG"). I have
3 over 20 years of experience working in the legal field. The overwhelming majority of that time
4 has been spent managing complex projects and class action administration. I submit this
5 Declaration in order to advise the Court as to the GCG's qualifications and experience.

6 2. GCG is a recognized leader in legal administration services for class action
7 settlements, bankruptcy cases and legal noticing programs. GCG has operational offices in the
8 following locations: Lake Success, New York; New York, New York; Seattle, Washington;
9 Chicago, Illinois; Dublin, Ohio; Tallahassee, Florida; Lake Oswego, Oregon; Los Angeles,
10 California; New Orleans, Louisiana; and Hammond, Louisiana. GCG has a staff of more than
11 1,000, including lawyers, a team of software engineers, call center professionals, notice and media
12 experts, in-house legal advertising specialists and graphic artists with extensive website design
13 experience. GCG has a considerable amount of expertise in class action administration and the
14 development of notice programs. In its history of over 25 years, our team has served as
15 administrator for over 3,000 cases. GCG has mailed over 290 million notices, disseminated over
16 800 million emails, handled over 29 million phone calls, and distributed over \$37 billion in
17 benefits.

18 3. I declare under penalty of perjury under the laws of the state of California that the
19 facts stated in this declaration are true and correct. This declaration was executed on May 5th,
20 2015, in Seattle, Washington.

21 

22 _____
23 Jennifer M. Keough
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1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
2 A Limited Liability Partnership
3 Including Professional Corporations
4 JAMES J. MITTERMILLER, Cal. Bar No. 85177
5 jmittermiller@sheppardmullin.com
6 JOHN C. DINEEN, Cal. Bar No. 222095
7 jdineen@sheppardmullin.com
8 501 West Broadway, 19th Floor
9 San Diego, California 92101-3598
10 Telephone: (619) 338-6500
11 Facsimile: (619) 234-3815

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

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE (RULE 3.550)

PIER 1 IMPORTS SONG-BEVERLY
CASES

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4669

CLASS ACTION

**DECLARATION OF JAMES J.
MITTERMILLER IN SUPPORT OF
RENEWED UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 29, 2015
Time: 2:00 p.m.
Dept.: 304
Judge: Honorable Curtis E. A. Karnow

Date Action File: March 4, 2011
Trial Date : Not Yet Set

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I, James J. Mittermiller, say that:

1. I am of counsel at the law firm of Sheppard, Mullin, Richter & Hampton, and lead attorney of record for defendant Pier 1 Imports (U.S.), Inc. in this Coordination Proceeding. If called as a witness, I could and would testify to the following facts.

2. Under my direction, my assistant tracked the location of all Pier 1 Imports stores in the various counties of the State of California and the general geographic areas covered by the major California newspapers. Per that analysis, the following newspapers correspond with stores in the following California counties (some stores are within the geographic reach of more than one newspaper):

(1) Los Angeles Times

(a) Counties: Los Angeles, Orange, Riverside, Santa Barbara, Ventura.

(b) Number of Stores: 73

(2) San Francisco Chronicle

(a) Counties: Alameda, Contra Costa, El Dorado, Fresno, Humboldt, Marin, Merced, Monterey, Napa, Placer, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Cruz, Shasta, Solano, Sonoma

(b) Number of Stores: 48

(3) San Diego Union Tribune

(a) Counties: San Diego

(b) Number of Stores: 20

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- (4) Bakersfield Californian
 - (a) Counties: Kern, San Bernardino, Tulare
 - (b) Number of Stores: 15

- (5) San Jose Mercury News
 - (a) Counties: Alameda, Contra Costa, San Joaquin, San Mateo, Santa Clara
 - (b) Number of Stores: 25

- (6) Sacramento Bee
 - (a) Counties: Butte, Napa, Placer, San Joaquin, Sacramento, Solano, Sutter
 - (b) Number of Stores: 15

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

Executed on July 15, 2015, at San Diego, California.


JAMES J. MITTERMILLER

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

A Limited Liability Partnership

2 Including Professional Corporations

JAMES J. MITTERMILLER, Cal. Bar No. 85177

3 jmittermiller@sheppardmullin.com

JOHN C. DINEEN, Cal. Bar No. 222095

4 jdineen@sheppardmullin.com

501 West Broadway, 19th Floor

5 San Diego, California 92101-3598

Telephone: (619) 338-6500

6 Facsimile: (619) 234-3815

7 Attorneys for Defendant

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

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN FRANCISCO

12 Coordination Proceeding
Special Title (Rule 3.550)

14 **PIER 1 IMPORTS SONG-BEVERLY
15 CASES**

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 4669

CLASS ACTION

**DECLARATION OF TREVOR W.
GRAHAM IN SUPPORT OF
RENEWED UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: July 29, 2015

Time: 2:00 p.m.

Dept.: 304

Judge: Honorable Curtis E. A. Karnow

Date Action File: March 4, 2011

Trial Date: Not Yet Set

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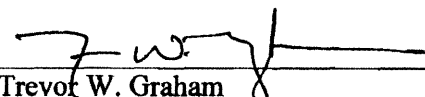
I, Trevor W. Graham, say that:

1. I am the Director of Merchandise Operations for Pier 1 Services Company, an affiliate of Pier 1 Imports (U.S.), Inc. In that capacity, I have responsibility for reviewing data concerning the pricing of items offered for sale (SKU's) in Pier 1 Imports stores. I have personal knowledge of the facts stated below, and if sworn as a witness, could and would testify thereto.

2. I have reviewed data concerning retail sale prices of SKU's offered for sale in Pier 1 Imports stores. Based on my review, approximately 30% of all such SKU's have an original (i.e., regular) price of less than \$10. Including periodic markdowns, approximately 33% of all such SKU's have a price of less than \$10.

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

Executed on July 15, 2015, at Fort Worth, Texas.


Trevor W. Graham

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

) JUDICIAL COUNCIL COORDINATION
) PROCEEDING NO.: 4669
)

) **CLASS ACTION**
)

) **[PROPOSED] ORDER GRANTING
) RENEWED UNOPPOSED MOTION
) FOR PRELIMINARY APPROVAL
) OF CLASS ACTION SETTLEMENT**
)

) Date: July 29, 2014

) Time: 2:00 p.m.

) Dept.: 304

) Judge: Hon. Curtis E.A. Karnow
)

) *Date Action Filed: March 4, 2011*

) *Trial Date: Not Yet Set*
)
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The Renewed Unopposed Motion of Plaintiffs, Anita Gevorkian, Luna Amador and Linda Petersen (“Plaintiffs”), for an Order preliminarily approving a proposed Class Action Settlement of the above-entitled coordinated actions came on for hearing on July 29, 2015. Having reviewed the Second Amended Settlement Agreement and Release of Claims and Rights (“Settlement Agreement”), the papers filed in connection with the motion and the argument of counsel, and good cause appearing,

**ORDER GRANTING RENEWED UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1 **IT IS HEREBY ORDERED THAT:**

2 1. Plaintiffs' Renewed Unopposed Motion for Preliminary Approval of Class Action
3 Settlement, Certification of a Settlement Class, and Approval of Class Notice is GRANTED
4 pursuant to California Rule of Court Rule 3.769.

5 2. The parties' Settlement Agreement is preliminarily approved as within the
6 reasonableness range of that which could receive final approval.

7 3. The Court conditionally certifies, for settlement purposes only, a Settlement Class
8 consisting of:

9 All Pier 1 Imports customers who were requested or required to provide, and did
10 provide and had recorded, their personal identification information (which
11 includes, but is not limited to, a customer's address, ZIP code, telephone number,
12 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.

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

16 4. The manner and content of the Class Notice specified in Section 3.7 and 7.2 of the
17 Settlement Agreement on file as modified by the exemplars appended to this Order will provide
18 the best practicable notice to the Class Members. Attached here in substantially final form are
19 copies of the approved Detailed Notice (Exhibit A), the Summary Notice (Exhibit B) and the In-
20 Store Notice (Exhibit C). These Class Notices must be provided as detailed in the Settlement
21 Agreement.

22 5. The Court appoints, for settlement purposes only, Plaintiffs Anita Gevorkian,
23 Luna Amador and Linda Petersen as representatives of the Settlement Class.

24 6. The Court appoints, for settlement purposes only, the law firms of Stonebarger
25 Law, APC, Patterson Law Group, APC, and Wucetich and Korovilas, LLP, as counsel for the
26 Settlement Class.

27 7. The Court appoints The Garden City Group, LLC, as the Claims Administrator.
28

1 8. Defendant must pay all costs associated with distributing the Class Notice and
2 administering the settlement as provided in the Settlement Agreement.

3 9. To qualify for a Settlement Merchandise Card, Class Members must (a) mail a
4 Claim Form to the Claims Administrator by first class mail, postage prepaid, and postmarked no
5 later than November 27, 2015; **OR** (b) fill out an electronic Claim Form on the Internet at the
6 website [www.pier1settlement.com] and click the “Submit Claim” button no later than 11:59
7 p.m. Pacific Time Zone on November 27, 2015. Attached as Exhibit D here in substantially final
8 form is an approved copy of the Claim Form.

9 10. Any Class Member who wishes to object to the Settlement must send a hard copy
10 written statement objecting to the settlement to Class Counsel by first class mail, postage
11 prepaid, postmarked no later than October 12, 2015. Objections must be mailed and cannot be
12 submitted electronically. Class Members who wish to object must state the following in their
13 written objection: **(a)** “*Pier 1 Imports Song-Beverly Cases*, Case No. JCCP 4669”; **(b)** the full
14 name, address, email address, and telephone number of the person objecting; **(c)** the words
15 “Notice of Objection” or “Formal Objection;” and **(d)** any legal and factual arguments
16 supporting the objection, including a short statement of facts demonstrating that the person
17 objecting is a Class Member. A Class Member who fails to make his or her objection in the
18 manner provided for in this Order shall be deemed to have waived such objection and shall
19 forever be foreclosed from making any objection to or appeal of the fairness, reasonableness, or
20 adequacy of the Settlement.

21 11. Any Class Member who desires exclusion from the Class must mail a hard copy,
22 signed, written request for exclusion from the Class to the Claims Administrator postmarked no
23 later than October 12, 2015. Written requests for exclusion must include the following
24 information: **(a)** the name and case number of the Consolidated Actions, “*Pier 1 Imports Song-*
25 *Beverly Cases*, Case No. JCCP 4669”; **(b)** the Class Member’s full name, address, email address
26 (if the Member has one), and telephone number; and **(c)** a statement that the Class Member does
27 not wish to participate in the Settlement. Requests for exclusion must be mailed and cannot be
28 submitted electronically. All persons who properly mail a written request for exclusion shall not

1 be bound by the Settlement and shall have no rights with respect to the Settlement.

2 12. No later than December 4, 2015, the Claims Administrator must prepare a list of
3 the persons who have excluded themselves from the Class in a valid and timely manner and must
4 deliver that list to the Court through Defendant's counsel, with service on Class Counsel.

5 13. Any papers in support of final approval of the Settlement Agreement must be
6 filed on or before December 9, 2015. At least 14 days before the Final Settlement Hearing, Pier
7 1 Imports and the Claims Administrator must file declarations certifying that notice was
8 provided in accordance with the terms of the settlement agreement and this Order.

9 14. A Final Settlement Hearing shall be held by this Court in Department 304 on
10 December 16, 2015 at 2:00 p.m., or as soon thereafter as may be set by the Court, to consider
11 fully and finally determine whether the Settlement Agreement should be approved as fair,
12 reasonable and adequate, and to determine any request for attorneys' fees and costs. The Final
13 Settlement Hearing may be postponed, adjourned or continued by order of the Court without
14 further notice to the Class.

15 15. If the Settlement Agreement is approved at the Final Settlement Hearing, the
16 Court will file a Final Order Approving the Settlement Agreement and enter Judgment. The
17 Final Order will be fully binding with respect to all Class Members who did not request
18 exclusion in accordance with the terms of the Settlement Agreement.

19 16. In sum, the dates for performance are as follows:

20 (a) Notice must be provided as soon as practicable upon Preliminary
21 Approval of the settlement, but no later than August 28, 2015.

22 (b) Written objections to the settlement must be mailed to Class Counsel,
23 postmarked no later than October 12, 2015.

24 (c) All Class Members who are eligible to request exclusion and desire to be
25 excluded must mail a hard copy written request for exclusion from the Class to the Claims
26 Administrator, postmarked no later than October 12, 2015.

27 (d) To be eligible to receive benefits under the settlement, Class Members
28 must (1) mail a Claim form to the Claims Administrator postmarked no later than November 27,

1 2015; **or** (2) complete and submit an electronic Claim Form through the settlement website
2 hosted by the Claims Administrator, by clicking the “Submit Claim” button on the electronic
3 Claim Form no later than 11:59 p.m. Pacific Time Zone on November 27, 2015.

4 (e) Any papers in support of Final Approval of the Settlement Agreement
5 must be filed on or before December 9, 2015.

6 (f) The Final Settlement Hearing will be held on December 16, 2015, at 2:00
7 p.m. The Court may, in its sole discretion, and without further notice to the Class, continue this
8 hearing.

9 17. In the event that the Final Order is not entered for any reason, then the Settlement
10 Agreement, as well as the findings contained herein, shall be deemed null and void *ab initio*.

11
12 DATED: _____, 2015

13 Curtis E.A. Karnow
14 Judge of the Superior Court
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1 Gene J. Stonebarger, State Bar No. 209461
2 Richard D. Lambert, State Bar No. 251148
3 STONEBARGER LAW
4 A Professional Corporation
5 75 Iron Point Circle, Suite 145
6 Folsom, CA 95630
7 Telephone (916) 235-7140
8 Facsimile (916) 235-7141

9 *Attorneys for Plaintiff Amador and the Class*

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

**PIER 1 IMPORTS SONG-BEVERLY
CASES**

) JUDICIAL COUNCIL COORDINATION
) PROCEEDING NO.: 4669

) **CLASS ACTION**

) **EXHIBITS A THROUGH D TO**
) **[PROPOSED] ORDER GRANTING**
) **RENEWED UNOPPOSED MOTION**
) **FOR PRELIMINARY APPROVAL**
) **OF CLASS ACTION SETTLEMENT**

) Date: July 29, 2014

) Time: 2:00 p.m.

) Dept.: 304

) Judge: Hon. Curtis E.A. Karnow

) *Date Action Filed: March 4, 2011*

) *Trial Date: Not Yet Set*

**EXHIBITS A THROUGH D TO [PROPOSED] ORDER GRANTING RENEWED UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

STONEBARGER LAW
A Professional Corporation

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Pier 1 Imports Song Beverly Cases

JCCP Case No. 4669

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

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	<p>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.</p> <p>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.</p>	<p>Deadline: [Month Day, Year]</p>
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YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
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: [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 must 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?

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, [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 J. STONEBARGER STONEBARGER LAW, APC 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](http://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 B

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 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

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.

Submit Claim

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: _____

Gene J. Stonebarger, State Bar No. 209461
Richard D. Lambert, State Bar No. 251148
STONEBARGER LAW
A Professional Corporation
75 Iron Point Circle, Suite 145
Folsom, CA 95630
Telephone (916) 235-7140
Facsimile (916) 235-7141

Attorneys for Plaintiff Amador and the Class

[Additional Plaintiffs' Counsel Listed on Signature Page]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

COORDINATION PROCEEDING
SPECIAL TITLE [RULE 3.550]

JUDICIAL COUNCIL COORDINATION
PROCEEDING NO.: 4669

PIER 1 IMPORTS SONG-BEVERLY CASES

CLASS ACTION

PROOF OF SERVICE

STONEBARGER LAW
A Professional Corporation

SERVICE LIST

I am a citizen of the United States and am employed in Sacramento County. I am over the age of eighteen (18) years and not a party to this action; my business address is 75 Iron Point Circle, Suite 145, Folsom, California 95630.

On July 17, 2015, I caused to be served the following document(s):

- **NOTICE OF MOTION AND RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
- **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
- **DECLARATION OF GENE J. STONEBARGER IN SUPPORT OF RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
- **DECLARATION OF JAMES R. PATTERSON IN SUPPORT OF RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
- **DECLARATION OF JASON M. WUCETICH IN SUPPORT OF RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
- **DECLARATION OF JENNIFER M. KEOUGH REGARDING CLASS ADMINISTRATOR QUALIFICATIONS;**
- **DECLARATION OF JAMES J. MITTERMILLER IN SUPPORT OF RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT;**
- **DECLARATION OF TREVOR W. GRAHAM IN SUPPORT OF RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; and**
- **[PROPOSED] ORDER GRANTING RENEWED UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

to each of the parties herein as follows:

///

///

///

///

James J. Mittermiller
jmittermiller@sheppardmullin.com
John C. Dineen
jdineen@sheppardmullin.com
SHEPPARD, MULLIN,
RICHTER & HAMPTON LLP
501 West Broadway, 19th Fl.
San Diego, CA 92101
Telephone (619) 338-6500
Facsimile (619) 234-3815
*Attorneys for Defendant Pier 1 Imports
(U.S.), Inc.*

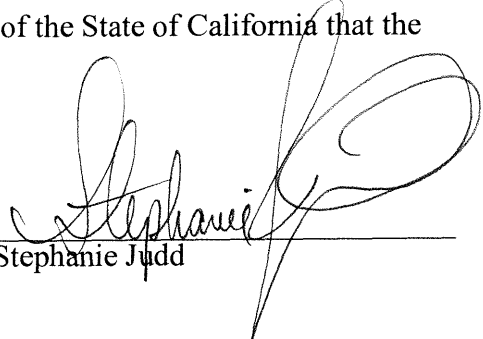
Jason M. Wucetich
jason@wukolaw.com
Dimitrios V. Korovilas
dimitri@wukolaw.com
WUCETICH & KOROVILAS LLP
222 N. Sepulveda Blvd., Suite 2000
El Segundo, CA 90245
Telephone (310) 335-2001
Facsimile (310) 364-5201
*Attorneys for Plaintiff Anita
Gevorkian*

James R. Patterson
jim@pattersonlawgroup.com
PATTERSON LAW GROUP
402 West Broadway, 29th Floor
San Diego, CA 92101
Telephone (619) 756-6990
Facsimile (619) 756-6991
Attorneys for Plaintiff Linda Petersen

- ☐ **BY MAIL:** I caused such envelope(s) to be deposited in the mail at my business address, addressed to the addressee(s) designated. I am readily familiar with Stonebarger Law's practice for collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business.
- ☐ **BY OVERNIGHT COURIER SERVICE:** I caused such envelope(s) to be delivered via overnight courier service to the addressee(s) designated.
- ☐ **BY FACSIMILE:** I caused said document to be transmitted to the telephone number(s) of the addressee(s) designated.
- ☒ **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused the document(s) to be sent to the persons at the e-mail addresses listed herein via File & Serve Xpress. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed at Folsom, California on July 17, 2015.


Stephanie Judd