

**NOTICE OF PENDING CLASS ACTION SETTLEMENT AND
NOTICE OF PROPOSED SETTLEMENT**

If you purchased bonded leather furniture from Jerome’s Furniture Warehouse on or after December 27, 2014 through February 7, 2020, you may be eligible for a payment from a class action settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached with Jerome’s Furniture Warehouse (“Jerome’s”) in a class action lawsuit regarding bonded leather furniture sold by Jerome’s on or after December 27, 2014 through February 7, 2020.
- A class action lawsuit was filed in December 2018 in San Diego Superior Court by Mr. Kushroo Khavarian. Mr. Khavarian alleged that the bonded leather furniture sold by Jerome’s was not suitable for use as furniture because it would crack and peel from normal use. Jerome’s denies these allegations. No court has decided in favor of either side on the issue. Rather, the parties to the lawsuit have determined that settlement is in the best interest of the parties and the class members.
- The Settlement includes all persons who purchased bonded leather furniture from Jerome’s on or after December 27, 2014 through February 7, 2020, who have not already received a full refund from Jerome’s for the furniture.
- The Settlement provides a partial refund of either 12% or 5% of the purchase price (the amount depending on whether the furniture has exhibited cracking and peeling) to people who submit valid timely claims in the form of a fully transferable gift card that will never expire and can be redeemed for merchandise or cash at any Jerome’s Furniture Warehouse location.

**YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.
READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim	The only way to get a payment.
Ask to be Excluded	Get no payment. The only option that allows you to sue Jerome’s over the claims resolved by this Settlement.
Object	Write to the Court about why you do not like the Settlement.
Do Nothing	Get no payment. Give up rights to file your own claim.

- These rights and options – **and the deadlines to exercise them**– are explained in this notice.
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals are resolved.

Questions? Visit www.jeromesbondedleathersettlement.com or call toll-free 866-984-1803

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BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this notice because you have a right to know about the proposed Settlement in this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the Settlement. This notice explains the legal rights and options that you may exercise before the Court decides whether to approve the Settlement.

Judge Timothy Taylor of the Superior Court of the State of California, County of San Diego is overseeing this case. The case is known as *Kushroo Khavarian v. Jerome’s Furniture Warehouse*, Case No. 37-2018-00065353. The person who sued is called the Plaintiff. Jerome’s is called the Defendant.

2. What is this lawsuit about?

The lawsuit claims that Jerome’s violated California’s Song-Beverly Consumer Warranty Act and was unjustly enriched by selling furniture products that contained bonded leather (the “Products”) that were not fit for use as furniture because the bonded leather would crack and peel after normal use.

Jerome’s denies all of the Plaintiff’s claims and says that the Products would have performed as expected if properly used.

3. Why is this lawsuit a class action?

In a class action, one or more people called the “Representative Plaintiff” sue on behalf of all people who have similar claims. All of these people together are the “Class” or “Class Members.” In this case, the Representative Plaintiff is Mr. Kushroo Khavarian. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a Settlement?

By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will get compensation. The Representative Plaintiff and their attorneys believe the Settlement is fair, reasonable, and adequate and, thus, best for the Class and its members. The Settlement does not mean that Jerome’s did anything wrong.

WHO IS IN THE SETTLEMENT?

5. How do I know If I am included in the Settlement?

You are included in the Settlement Class if you purchased bonded leather furniture from Jerome’s at any time from December 27, 2014 until February 7, 2020 and have not already received a full refund for the purchase price of the furniture.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

The Settlement will provide partial refunds (12% or 5%) of the purchase price of the Products. Refunds are paid via Jerome’s gift cards. The gift cards are fully transferrable, will never expire, and may be redeemed for merchandise or cash at any Jerome’s location.

A 12% refund of the purchase price is available upon verification that the Product(s)’ bonded leather has exhibited cracking and peeling following normal use.

A 5% refund of the purchase price is available for a submission of a claim without a verification of cracking and peeling of the bonded leather, or if the Claims Administrator denies the 12% refund.

More details are provided in the Settlement Agreement, which is available at www.jeromesbondedleathersettlement.com.

HOW TO GET BENEFITS

7. How do I get benefits?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at www.jeromesbondedleathersettlement.com where you can also submit a claim online. Read the instructions carefully and submit the Claim Form online, or fill it out and mail it, no later than **February 7, 2020** to:

Jerome's Claims Administrator
P.O. Box 2005
Chanhassen, MN 55317-2005

8. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not provided in the time required, the claim will be considered invalid and will not be paid.

REMAINING IN THE SETTLEMENT

9. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want a payment you must submit a Claim Form postmarked by **February 7, 2020**.

10. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue Jerome's for the claims being resolved by this Settlement. The specific claims you are giving up against Jerome's are described in Section 1.17 of the Settlement Agreement. You will be "releasing" Jerome's and all related people or entities. The Settlement Agreement is available at www.jeromesbondedleathersettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk for free to the Claims Administrator listed in Question 22 or the law firms listed in Question 14, or you can speak with your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Jerome's about issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from — or is sometimes referred to as "opting out" of — the Settlement Class.

11. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

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12. If I do not exclude myself, can I sue Jerome’s for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Jerome’s for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

13. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded from the Settlement in *Kushroo Khavarian. v. Jerome’s Furniture Warehouse*, Case No. 37-2018-00065353. Include your name, address, and signature. You must mail your Exclusion Request postmarked by **February 7, 2020**, to:

Jerome’s Settlement Exclusions
P.O. Box 2005
Chanhassen, MN 55317-2005

THE LAWYERS REPRESENTING YOU

14. Who represents the Class?

The Court appointed the following lawyers as “Class Counsel”: Janine L. Pollack and Michael Liskow of The Sultz Law Group P.C., David R. Shoop and Thomas S. Alch of Shoop, A.P.C., and C. Mario Jaramillo of Access Lawyers Group. You will not be charged for consulting with these lawyers regarding the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will request the Court’s approval of an award for attorneys’ fees and reasonable costs and expenses amounting to any funds remaining in the \$425,000 Settlement Fund once the cost of the settlement administration and any Service Award granted to Plaintiff are deducted.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

You can object to the Settlement if you do not like it or some part of it. The Court will consider your views. To do so, you must file a written objection in this case, *Kushroo Khavarian. v. Jerome’s Furniture Warehouse*, Case No. 37-2018-00065353, with the Clerk of the Court at the address below.

Your objection must include all of the following: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class, which is described in response to question number 5; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection that you believe is applicable; (iv) the identity of all counsel representing you, if any, in connection with your objection; (v) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; (vi) your signature and the signature of the objector’s duly authorized attorney or other duly authorized representative; (vii) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 5 years; and (viii) a list, by case name, court, and docket number, of all other cases in which your

counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years.

To be timely, your objection must be **postmarked** to the Clerk of the Court for the Superior Court for the State of California, County of San Diego no later than **February 7, 2020**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **February 7, 2020**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the San Diego Superior Court 330 W. Broadway, Room 225 San Diego, CA 92101	Janine L. Pollack The Sultz Law Group P.C. 270 Madison Ave., Suite 1800 New York, NY 10016	Robert A. Cocchia Dentons US LLP 4655 Executive Drive Suite 700 San Diego, CA 92121-3106

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you do not exclude yourself from the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement.

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 1:30 p.m. on **March 6, 2020**, at the San Diego Superior Court located at 330 W. Broadway, Dept. C-72, San Diego, CA 92101. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.jeromesbondedleathersettlement.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses, as well as the request for a service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to come to the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required by items (v), (vi), and (vii). Your Objection must be **filed** with the Clerk of the Court no later than **February 7,**

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2020. In addition, you must **mail and email** a copy of your objection to both Class Counsel and Defense Counsel listed in Question 16, postmarked no later than **February 7, 2020.**

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will get no benefits from this Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Jerome's regarding the issues raised in this lawsuit.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.jeromesbondedleathersettlement.com. You may call the Claims Administrator with questions at 866-984-1803. You can also write with questions to Jerome's Claims Administrator, P.O. Box 2005, Chanhassen, MN, 55317-2005. You can also get a Claim Form at the website.