

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

KUSHROO KHAVARIAN, on behalf of)	
himself and all others similarly situated,)	
individuals,)	NO.: 37-2018-00065353-CU-BT-CTL
)	
Plaintiff,)	
)	
vs.)	
)	
JEROME’S FURNITURE WAREHOUSE,)	
and DOES 1-100, inclusive,)	
)	
Defendant.		

AMENDED SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of September 20, 2019, is made and entered into by and among the following Settling Parties (as defined below): (i) Kushroo Khavarian (“Plaintiff”), individually and on behalf of the Settlement Class (as defined below), by and through his counsel at The Sultzer Law Group, Shoop, A.P.C., and Access Lawyers Group (“Proposed Class Counsel”); and (ii) Jerome’s Furniture Warehouse (“Jerome’s”), by and through its counsel of record, Dentons US LLP (“Jerome’s Counsel”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions hereof.

I. THE LITIGATION

In February 2015, Plaintiff purchased two bonded leather recliners from Jerome’s. Plaintiff alleges that the surface of the recliners began to peel and crack within a year of purchase. Plaintiff filed a putative class action complaint on December 27, 2018 alleging, on behalf of himself and all persons who purchased any bonded leather products from Jerome’s during the class period, that

Jerome's breached the warranty of merchantability under California's Song-Beverly Consumer Warranty Act and was unjustly enriched through its sale of bonded leather products that were unfit for use as furniture (the "Claims").

Pursuant to the terms set out below, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against Jerome's and the Released Persons (as defined below) relating to the Claims, by and on behalf of Plaintiff and Settlement Class Members (as defined below).

II. CLAIMS OF PLAINTIFF AND BENEFITS OF SETTLING

Plaintiff believes the claims asserted in the Litigation, as set forth in the Complaint, have merit. Plaintiff and Proposed Class Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against Jerome's through motion practice, trial, and potential appeals. They have also taken into account the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation. Proposed Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. Proposed Class Counsel and Plaintiff have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of Plaintiff and the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

Jerome's denies each of the claims and contentions alleged against it in the Litigation. Jerome's denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, Jerome's has concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. Jerome's

also has taken into account the uncertainty and risks inherent in any litigation. Jerome's has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. TERMS OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiff, individually and on behalf of the Settlement Class, Proposed Class Counsel, Jerome's and Jerome's Counsel that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who timely opt-out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 "Agreement" or "Settlement Agreement" means this agreement.

1.2 "Approved Claims" means Settlement Claims in an amount approved by the Claims Administrator.

1.3 "Claims" means the allegations made in this Litigation that Products sold by Jerome's were unfit for their use as furniture and thus breached the implied warranty of merchantability, were inherently defective because they did not confer the promised benefits, and that Jerome's was unjustly enriched as a result of the sale of the Products.

1.4 "Claims Administration" means the processing, adjudicating, and paying claims received from Settlement Class Members by the Claims Administrator.

1.5 “Claims Administrator” means Analytics, LLC, a company experienced in administering class action claims and jointly agreed upon by the Settling Parties.

1.6 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.7 “Court” means the Superior Court of the State of California, County of San Diego.

1.8 “Effective Date” means the first date by which all of the events and conditions specified in Sections 1.9 and 10.1 herein have occurred and been met.

1.9 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or Service Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.10 “Jerome’s” means Jerome’s Furniture Warehouse.

1.11 “Jerome’s Counsel” means Robert A. Cocchia and Jae K. Park of Dentons US LLP.

1.12 “Judgment” means a judgment rendered by the Court, in the form attached hereto as Exhibit C, or a judgment substantially similar to such form.

1.13 “Litigation” means the lawsuit styled as *Khavarian v. Jerome’s Furniture Warehouse*, Case No. 37-2018-00065353-CU-BT-CTL, pending in the Superior Court of the State of California, County of San Diego.

1.14 “Objection Date” means the date by which objections to the settlement from Settlement Class Members must be filed with the Clerk of Court in order to be effective and timely.

1.15 “Opt-Out Date” means the date by which requests for exclusion from settlement must be postmarked in order to be effective and timely.

1.16 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.17 “Plaintiff” means Kushroo Khavarian.

1.18 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

1.19 “Products” means the bonded leather products as identified in Exhibit E sold by Jerome’s from December 27, 2014 through the Claims Deadline.

1.20 “Proposed Class Counsel” means 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.

1.21 “Purchase Price” means the price paid by Settlement Class Members for the Products, including any sales taxes, less any amount the Settlement Class Member has received as a partial refund for the Products from December 27, 2014 through the Claims Deadline.

1.22 “Related Entities” means Jerome’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of Jerome’s and its respective predecessors’ or successors’ directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who could have been named as a defendant in the Litigation. Nothing in this Agreement prevents Plaintiff or Settlement Class Members from being able to make a warranty claim for damage to Jerome’s merchandise other than Eligible Damage (as defined below in Section 2.4.1), including through third-party warranty providers.

1.23 “Released Claims” shall collectively mean any and all claims and causes of action that were or could have been brought in the Litigation arising out of or relating to the Claims or the allegations, facts, or circumstances described in the Litigation including, without limitation, any violations of similar state consumer protection statutes; any violation of the California Song-Beverly Act, California Unfair Competition Law, California Consumers Legal Remedies Act; negligence; negligence *per se*; breach of contract; breach of implied contract; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre judgment interest, statutory damages, punitive damages, special damages, exemplary damages, and any other form of relief that either has been asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons arising out of or relating to the Claims or the allegations, facts, or circumstances described in the

Litigation. Released Claims shall include Unknown Claims as defined in Section 1.31. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.24 “Released Persons” means Jerome’s and its Related Entities.

1.25 “Service Award” means the sum awarded, if any, to Plaintiff by the Court, upon application pursuant to Section 8.4 below.

1.26 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.27 “Settlement Class” means all purchasers of the Products from Jerome’s from December 27, 2014 through the Claims Deadline. The Settlement Class specifically excludes: (i) Jerome’s and its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge assigned to evaluate the fairness of this settlement; (iv) the attorneys representing the Parties in the Litigation; (v) institutional purchasers of the Products; and (vi) anyone who is otherwise a member of the Settlement Class but has already, as of the Claims Deadline, received a full refund for all Products purchased from Jerome’s from December 27, 2014 through the Claims Deadline.

1.28 “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.29 “Settlement Website” means a dedicated settlement website established by the Claims Administrator that includes this Settlement Agreement and any other notice materials

approved by the Court. Settlement Class Members will also be able to submit claims online through the Settlement Website.

1.30 “Settling Parties” means, collectively, Jerome’s and Plaintiff, individually and on behalf of the Settlement Class.

1.31 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiff, does not know or suspect to exist in their favor at the time of the release of the Released Persons that, if known by them, might have affected their settlement with, and release of, the Released Persons, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States, which is similar or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiff, may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties

acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

2. Settlement Benefits

2.1 The Settlement Fund. Within 15 days following the Court's entry of the Preliminary Approval Order, Jerome's shall pay the Claims Administrator the amount of \$425,000.00 to establish a settlement fund (the "Settlement Fund") to be held in an interest-bearing account. The Settlement Fund, together with any interest that shall accrue, shall be used to pay for the costs and expenses incurred by the Claims Administrator, any Service Award granted to Plaintiff by the Court, with the remainder to be paid for the attorneys' fees and expenses awarded by the Court to Proposed Class Counsel. In no event shall Jerome's be obligated to make any additional payments under the terms of the Settlement Agreement aside from the refunds to Class Members who make a claim as described in Section 2.2, below, which is in addition to the \$425,000.00 Settlement Fund.

2.2 Refunds. All Settlement Class Members who submit a valid claim using the Claim Form (Exhibit A to this Settlement Agreement) are eligible to receive a refund in the amount of 12% of the Purchase Price of the Products if they are able to verify Eligible Damage (as defined below in Section 2.4.1) to the Products in the manner described in Section 2.4.1, or 5% of the Purchase Price of the Products if they are unable or unwilling to verify Eligible Damage to the Products or if the Products did not sustain Eligible Damage. Refunds will be provided by a Jerome's Furniture Warehouse gift card. The refund gift cards will be fully transferrable, will never expire, and can be redeemed by Class Members for Jerome's merchandise or cash at any Jerome's Furniture Warehouse location. In addition, each of the Settlement Class Members who

submit a timely claim shall share, pro rata, in the remaining amount of the Settlement Fund, if any, as set forth in Section 2.3 below.

2.3 Pro Rata Distribution of Settlement Fund. In addition to receiving a refund in the amount of 12% or 5% of their Purchase Price of the Products as described in Section 2.2 above, Settlement Class Members who submit a timely claim shall share, *pro rata*, in the remaining amount of the Settlement Fund, if any, after reasonable attorney's fees and costs as approved and awarded by the Court, the costs and expenses incurred by the Claims Administrator, and the Service Award to Plaintiff as set forth in Section 8.4 below, are deducted from the Settlement Fund. In the event that there is money left over in the Settlement Fund, the balance will be returned to Jerome's and the amount of the balance added *pro rata* to the total amount of each Settlement Class Member's gift card. The Settlement Fund and refunds, as described in Sections 2.1 and 2.2 above, shall constitute the exclusive recovery and relief for the Class.

2.4 Settlement Class Members seeking a refund under Section 2.2 must complete and submit a written Claim Form to the Claims Administrator postmarked on or before the 28th day before the Final Fairness Hearing (the "Claims Deadline"), or submit an online Claim Form to the Claims Administrator through the Settlement Website by midnight Pacific Standard Time at the end of the last day of the Claims Deadline. The notice to the Settlement Class and the Settlement Website will specify this deadline and other relevant dates described herein.

2.4.1 12% Refund. Any Settlement Class Member filing a claim for a refund of 12% of the Purchase Price of the Product(s) must certify that the Product(s) surface has begun to crack or peel as a result of ordinary use ("Eligible Damage"). Damage to the Products resulting from misuse (e.g., spills, burns, or cuts/tearing from sharp objects) does not qualify the Settlement Class Member to the 12% refund, but can qualify for a 5% refund

as described in Section 2.4.2 below. In order to be eligible for the 12% refund, a Settlement Class Member who still has the Product(s) must verify the Eligible Damage by either providing the Claims Administrator with a photograph(s) of the Eligible Damage or, in the alternative, provide a written statement describing the Eligible Damage. If a Settlement Class Member no longer has the Product(s), they can submit a claim for the 12% refund by providing the Claims Administrator a written statement describing the Eligible Damage.

2.4.2 5% Refund. Any Settlement Class Member filing a claim for a refund of 5% of the Purchase Price of the Product(s) does not need to certify Eligible Damage to the Product(s). Any otherwise valid claim not approved for the 12% refund will automatically be deemed filed for the 5% refund.

2.4.3 The Claim Form must be verified by the Settlement Class Member with a statement that their claim is true and correct, to the best of their knowledge and belief, and is being made under penalty of perjury. Notarization shall not be required.

2.4.4 To be valid, claims must be complete and submitted to the Claims Administrator on or before the Claims Deadline.

2.5 Approval of Claims.

2.5.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; and (2) the claimant has provided all information needed to complete the Claim Form (collectively, “Facially Valid”). The Claims Administrator may, at any time, request from the claimant, in writing, additional information (“Claim Supplementation”) as the Claims Administrator may reasonably require in order to evaluate the claim, *e.g.*, description of the claimed Eligible Damage to the Product requested on the Claim Form.

2.5.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient information to determine whether the claim is Facially Valid, the Claims Administrator shall request Claim Supplementation and give the claimant thirty (30) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the 30-day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the 30-day deadline in which to comply; however, in no event shall the deadline be extended to later than three (3) months year from the Effective Date. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.5.3 Following receipt of additional information requested as Claim Supplementation, the Claims Administrator shall have thirty (30) days to accept the claim, in whole or lesser amount, or reject the claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such claim is Facially Valid, then the claim shall be paid subject to Section 8. If the claim is still not Facially Valid after a request for Claim Supplementation because the claimant has not provided all information needed to complete the Claim Form and evaluate the claim, then the Claims Administrator may reject the claim without any further action.

2.6 Settlement Expenses. All costs for notice to the Settlement Class as required under Sections 3.1 and 3.2, and costs of Claims Administration under Sections 4.1 through 4.3, shall be paid exclusively from the Settlement Fund.

2.7 Injunctive Relief. Jerome's agrees that it will discontinue selling any products containing bonded leather, or equivalent materials, added to Jerome's inventory after the Effective Date of this Agreement, for a period of five (5) years. Jerome's represents that it has discontinued the sale of any bonded leather products, and that it did so in part in response to Plaintiff bringing this Litigation.

2.8 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Order of Preliminary Approval

3.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Class Counsel and Jerome's Counsel shall jointly submit this Settlement Agreement to the Court and concurrently file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to Section 2.8;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) the scheduling of a Final Fairness Hearing and briefing schedule for Motion For Final Approval and Application for Plaintiff Service Award and Attorneys' Fees and Costs;
- d) appointment of Proposed Class Counsel as Class Counsel;
- e) appointment of Plaintiff as Class Representative;
- f) approval of the notice of settlement ("Notice") substantially similar to the one attached hereto as Exhibit B which shall include, *inter alia*, a fair summary of the parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) appointment of the Claims Administrator jointly agreed to by the Settling Parties; and
- h) approval of a claim form substantially similar to that attached hereto as Exhibit A.

3.2 Proposed Class Counsel and Jerome's Counsel shall request that after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") no sooner than one-hundred fifty (150) days after the entry of the Preliminary Approval Order to determine whether to grant final approval of the settlement as well as requested attorneys' fees, cost, expenses and a Service Award to Plaintiff as set forth herein.

3.3 Jerome's will also cause the Claims Administrator to provide notice to the relevant state and federal governmental officials as required by the Class Action Fairness Act.

4. Notice Program

4.1 Jerome's shall prepare a list of Settlement Class Members and details of their purchases of the Products, mailing addresses, email addresses and phone numbers, to the extent available (the "Class Member List"), and provide it to the Claims Administrator within ten (10) days after the entry of the Preliminary Approval Order. After receiving the Class Member List,

the Claims Administrator shall obtain updates, if any, to the mailing addresses contained therein using the National Change of Address database maintained by the United States Postal Service. (“USPS”). The Claims Administrator will also use any commercially reasonable methods to test the validity of the email addresses provided for the Settlement Class Members in the Class Member List.

4.2 Within thirty (30) days after the Court’s entry of the Preliminary Approval Order, the Claims Administrator shall mail and email to each Settlement Class Member the Notice substantially in the form attached hereto as Exhibit B. Neither Jerome’s nor the Settlement Administrator shall have any obligation to mail or email the Notice to any Settlement Class Member for whom no mailing address was identified through the process set forth in Section 4.1 above.

4.3 If any Notice sent under Section 4.1 is returned by USPS as undeliverable, the Claims Administrator shall re-mail the Notice to the forwarding address, if any, provided by USPS on the face of the returned mail. In the case of a Notice returned without a forwarding address, the Claims Administrator shall conduct a skip-trace search for any further update to the address for purposes of re-mailing, but otherwise no further action will be necessary by the Claims Administrator. Other than as set forth above, the Claims Administrator shall have no other obligation to re-mail the Notice unless requested by a Settlement Class Member.

4.4 Within thirty (30) days after the Court’s entry of the Preliminary Approval Order, Jerome’s shall prominently post a link to the Settlement Website on the top of its home page <https://www.jeromes.com/>, and will keep the link on the home page until the Claims Deadline.

5. Opt-Out Procedures

5.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the

Claims Administrator. Settlement Class members will only be able to submit an opt-out request on their own behalf. The written notice of intent to opt-out must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date, twenty-eight (28) days before the Final Fairness Hearing.

5.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, as set forth in Section 5.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth in Section 5.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

5.3 In the event that within ten (10) days after the Opt-Out Date as approved by the Court more than 20% of the Class Members have exercised their right to opt-out, Jerome's may, by notifying Proposed Class Counsel in writing within three (3) days, void this Settlement Agreement. If Jerome's voids the Settlement Agreement pursuant to this Section, Jerome's shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Proposed Class Counsel and any Service Award, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

6. Objection Procedures

6.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of their objection by the Objection Date. Such notice shall state: (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;

(iv) the identity of all counsel representing the objector, if any; (v) a statement whether the objector and/or their counsel will appear at the Final Fairness Hearing; (vi) the objector's 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 the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last five (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, written notice of an objection in the appropriate form must be filed with the Clerk of the Court no later than the Objection Date, twenty-eight (28) days before the Final Fairness Hearing, and served concurrently therewith upon Proposed Class Counsel and Jerome's Counsel by mail postmarked no later than the Objection Date, and by e-mail at the email addresses provided in the Notice.

6.2 Any Settlement Class Member who fails to comply with the requirements for objecting in Section 6.1 shall waive and forfeit any and all rights they may have to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section 6.1.

7. Releases

7.1 Upon the Effective Date, each Settlement Class Member, including Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in

any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any Released Claim is asserted.

7.2 Upon the Effective Date, Jerome's shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Jerome's may have against such Persons including, without limitation, any claims arising out of or relating to any retail, debtor-creditor, contractual, or other business relationship with such Persons that does not arise out of or relate to the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

7.3 Notwithstanding any term herein, neither Jerome's, nor its Related Entities, shall have, or shall be deemed to have, released, relinquished or discharged any claim or defense against any Person other than Plaintiff, each and all of the Settlement Class Members, and Proposed Class Counsel.

8. Proposed Class Counsel's Attorneys' Fees, Costs, and Expenses; Service Award to Plaintiff

8.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or Service Award to Plaintiff, as provided for in Sections 8.2 through 8.4, until after the substantive terms of the settlement had been agreed upon, other than that reasonable attorneys' fees, costs, expenses, and a Service Award to Plaintiff as may be agreed to by Jerome's and Proposed Class Counsel and/or as ordered by the Court, would be paid solely and exclusively from the Settlement Fund. Jerome's and Proposed Class Counsel have agreed to the following:

8.2 Proposed Class Counsel has agreed to request, and Jerome's has agreed not to object to, subject to Court approval, the remainder of the Settlement Fund once payment to the Claims Administrator and any Service Award to Plaintiff have been deducted to Proposed Class Counsel for attorneys' fees and costs and expenses. Proposed Class Counsel, in their sole discretion, shall allocate and distribute the amount of attorneys' fees, costs, and expenses awarded by the Court, if any, among Proposed Class Counsel.

8.3 Proposed Class Counsel shall file a motion with the Court for an award of attorneys' fees, costs and expenses incurred in connection with the Claims and Litigation as described in Section 8.2 above, at the time of the filing of the motion for final approval.

8.4 As part of Proposed Class Counsel's motion for attorneys' fees and costs described in Section 8.3 above, Proposed Class Counsel shall move the Court for a Service Award for Plaintiff, in an amount not to exceed \$2,500, to be paid from the Settlement Fund. Court approval of the Service Award shall not be a condition of the Settlement.

8.5 The Claims Administrator shall pay Proposed Class Counsel's Court-approved amount of attorneys' fees, costs, and expenses to the Sultz Law Group P.C. within five (5) days after the entry of an order approving such attorneys' fees, costs and expenses. If the amount awarded to Proposed Class Counsel for attorneys' fees, costs and expenses is reduced in whole or in part on appeal, Proposed Class Counsel shall promptly return the amount of the reduction to the Settlement Fund.

8.6 Within five (5) days after the Effective Date, the Claims Administrator shall pay the amount of any Service Award ordered by the Court to Plaintiffs. The check for the Service Award shall be made payable to the Plaintiff and shall be sent to the Sultz Law Group.

8.7 Proposed Class Counsel shall thereafter distribute the award of attorneys' fees, costs, and expenses among Proposed Class Counsel and Service Award to Plaintiff consistent with Sections 8.2 and 8.6. If this Settlement Agreement is terminated or otherwise does not become Final (e.g., disapproval by the Court or any appellate court), Jerome's shall have no obligation to pay attorneys' fees, costs, expenses, or Plaintiff's Service Award, and shall only be required to pay costs and expenses incurred by the Claims Administrator related to notice and administration that were already incurred. Under no circumstances will Proposed Class Counsel or any Class Member be liable for any costs or expenses related to notice or administration.

8.8 The amount(s) of any award of attorneys' fees, costs, and expenses, and the Service Award to Plaintiff, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or Service Award ordered by the Court to Proposed Class Counsel or Plaintiff shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

9. Administration of Claims

9.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 2. Proposed Class Counsel and Jerome's Counsel shall be given reports as to both claims and distribution. The Claims Administrator's determination of the validity or invalidity of any such claims shall be binding.

9.2 Gift cards for Approved Claims shall be mailed and postmarked by Defendant within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later. No gift cards for Approved Claims shall be issued until after the Effective Date.

9.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

9.4 No Person shall have any claim against the Claims Administrator, Jerome's, Proposed Class Counsel, Plaintiff, and/or Jerome's Counsel based on distributions of benefits to Settlement Class Members.

10. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

10.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Order of Preliminary Approval and Publishing of Notice of a Final Fairness Hearing, as required by Section 3;
- b) Jerome's has not exercised its option to terminate the Settlement Agreement pursuant to Section 5.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in Section 1.9.

10.2 If any of the conditions specified in Section 10.1 cannot be satisfied, the Settlement Agreement shall be canceled and terminated subject to Section 10.4 unless Proposed Class Counsel and Jerome's Counsel mutually agree in writing to proceed with the Settlement Agreement.

10.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Class Counsel and to Jerome's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

10.4 In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or any Service Award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Jerome's shall be obligated to pay amounts already billed or incurred by the Claims Administrator for costs and expenses of notice to the Settlement Class and claims administration and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

11. Miscellaneous Provisions

11.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

11.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any

claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Litigation, except as set forth herein.

11.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

11.5 The Settlement Agreement, together with the Exhibits attached hereto, constitutes the entire agreement among the parties hereto, and no representations, warranties or inducements have been made to any party concerning the Settlement Agreement other than the representations,

warranties and covenants contained and memorialized in such document. Except as otherwise provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made by the parties.

11.6 Proposed Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

11.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

11.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

11.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

11.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

11.11 The Settlement Agreement shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of California, and the rights and obligations

of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of California.

11.12 All dollar amounts are in United States dollars (USD).

11.13 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Proposed Class Counsel

By: _____
Janine L. Pollack

Michael Liskow
THE SULTZER LAW GROUP P.C.
270 Madison Avenue, Suite 1800
New York, New York 10016
Tel: (212) 969-7811
pollackj@thesultzerlawgroup.com
liskowm@thesultzerlawgroup.com

Jerome's Counsel

By: _____
Robert A. Cocchia

Jae Park
DENTONS US LLP
4655 Executive Drive, Suite 700
San Diego, California 92121-3106
Tel: (619) 595 8007
robert.cocchia@dentons.com

Attorneys for Plaintiff Kushroo Khavarian

Attorneys for Defendant Jerome's.

JEROME'S SETTLEMENT CLAIM FORM

If you wish to make a claim for a partial refund (12% or 5%) on the purchase price of a bonded leather product purchased from Jerome's Furniture Warehouse between December 27, 2014 and [Claims Deadline], this Claim Form should be filled out and submitted by mail or online. You may get a gift card that can be redeemed at Jerome's Furniture Warehouse for merchandise or cash if you fill out this Claim Form, if the Settlement is approved, and if you are found to be eligible for a payment.

The Settlement Notice describes your legal rights and options. To obtain the Settlement Notice and find more information regarding your legal rights and options, please visit the official Settlement website, www.jeromesbondedleathersettlement.com.

If you wish to submit a claim for a settlement payment electronically, you may go online to the Settlement Website, or www.jeromesbondedleathersettlement.com, and follow the instructions on the "Submit a Claim" page.

If you wish to submit a claim for a settlement payment via standard mail, you need to provide the information requested below (or online) and mail this Claim Form to *Khavarian v. Jerome's Furniture Warehouse*, [contact information for claims administrator], postmarked by _____, 2019. Please print clearly in blue or black ink.

1. CLASS MEMBER INFORMATION

Required Information:

First: _____ M: _____ Last: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ ZIP: _____

Country: _____

Phone: _____

Email: _____

2. PAYMENT ELIGIBILITY INFORMATION

To prepare for this section of the Claim Form, please review the Settlement Notice and Sections 2.1 through 2.3 of the Settlement Agreement (available for download at www.jeromesbondedleathersettlement.com) for more information on who is eligible for a payment and the terms.

To help us determine if you are entitled to a settlement payment, please provide as much information as possible.

A. Verification of Class Membership

You are only eligible to file a claim if you purchased bonded leather furniture from Jerome’s Furniture Warehouse on or after December 27, 2014 through [DATE].

By submitting a claim and signing the certification below, you are verifying that you purchased a bonded leather product from Jerome’s Furniture Warehouse on or after December 27, 2014.

2. SUBMITTING A CLAIM FOR PARTIAL REFUND

If you are an eligible class member you are entitled to a partial refund of the purchase price of the bonded leather furniture purchased from Jerome’s. The amount of your refund depends on whether the bonded leather has begun to crack or peel following normal intended usage.

If your bonded leather furniture has begun to crack or peel following normal usage, you are entitled to a refund of 12% of the purchase price. To receive the 12% refund you must verify the damage to the Jerome’s furniture as set forth below in Section 2.A.

If your bonded leather furniture has not cracked or peeled, you may still submit a claim for a 5% refund of the purchase price as set forth below in Section 2.B.

The refund will be in the form of a Jerome’s Furniture Warehouse gift card. The gift card will be fully transferrable, will never expire and can be redeemed for merchandise or cash at any Jerome’s Furniture Warehouse location.

A. Submitting A Claim For 12% Refund of Purchase Price

If the bonded leather on your furniture has cracked or peeled following normal intended use of the furniture you are eligible for a 12% refund of the purchase price of the damaged product. Damage to the bonded leather caused by improper use or accidents (e.g., burns, spills, tearing or punctures resulting from contact with a sharp object) does not qualify for a 12% refund, but does qualify for the 5% refund detailed below in Section 2.B.

To submit a claim for a 12% refund you must verify the cracking and peeling of the furniture. If you still have the furniture you can verify the damage by submitting either (i) a photograph of the damage, or (ii) a written statement describing the damage. If you no longer have the furniture you can verify the damage by submitting a written statement describing the damage. This may be done by submitting the required photograph or written statement with this claim form (if by mail), or by uploading the photograph or inputting the written statement with the submission of an online claim form at www.jeromesbondedleathersettlement.com.

You may also provide an optional additional written statement describing the damage here:

If you are no longer in possession of the furniture you must verify the following:

- I am no longer in possession of the bonded leather furniture I purchased from Jerome's.
- While I was in possession of the bonded leather furniture from Jerome's the bonded leather began cracking and/or peeling.
- The cracking and/or peeling was not caused by improper use or an accident (such as spills, burns, or tears/punctures caused by sharp objects).

Please provide a brief description of the damage below, including the type of product, location of the cracking/peeling, size/extent of cracking/peeling:

If you are filing a claim by mail using this form for the 12% refund, you must **also completely fill out Section 3 ("Certification")** of this claim form below.

B. Submitting A Claim For 5% Refund of Purchase Price

If the bonded leather furniture you purchased has not cracked or peeled, or if you elect to not provide verification of damage as set forth above, you may still submit a claim for a 5% refund of the purchase price of your bonded leather product(s) by verifying your membership in the class by signing the certification below. If the claims administrator decides, in its sole discretion, not to award you the 12% refund, you will be provided an opportunity to provide additional information verifying the damage. If the claims administrator still determines that you have not sufficiently verified the damage, you will automatically receive the 5% refund if you sign the certification below.

3. CERTIFICATION

I declare under penalty of perjury under the laws of the United States and the State of _____ that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

Print Name: _____

Signature: _____

Date: _____

4. SUBMISSION INSTRUCTIONS

The claim form can be completed and submitted online at www.jeromesbondedleathersettlement.com. If you are mailing the Claim Form, once you've completed all applicable sections, please mail this Claim Form and any supporting documentation/photographs to the address provided below, postmarked by _____, 2019.

Khavarian. v. Jerome's Furniture Warehouse
[Claims Administrator Information]

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 [DATE], 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 [date].
- 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 [Claims Deadline], 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. **Questions? visit www.jeromesbondedleathersettlement.com**

- 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.

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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 [**Claims Deadline**] and have not already received a full refund for the purchase price of the furniture.

Questions? visit www.jeromesbondedleathersettlement.com

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 Month Day, 2019 to:

Jerome's Claims Administrator
PO Box XXXXX
City, State zip code

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 Month Day, 2019.

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

Questions? visit www.jeromesbondedleathersettlement.com

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 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.

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. Case No. 37-2018-00065353. Include your name, address, and signature. You must mail your Exclusion Request postmarked by Month Day, 2019, to:

Jerome's Settlement Exclusions
PO Box XXXXX
City, State zip code

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 Sultzer 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

Questions? visit www.jeromesbondedleathersettlement.com

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 of \$_____. Class Counsel will also request approval of a service award of \$2,500 for the Representative Plaintiff.

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. 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 **Month Day, 2019**. In addition, you must **mail** a copy of your objection to both Class Counsel and Defense Counsel, postmarked no later than **Month Day, 2019**:

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 Sultzer Law Group P.C. 270 Madison Ave., Suite 1800 New York, New York 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 __:__ .m. on **Month Day, 2019**, 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 **Month Day, 2019**. 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 **Month Day, 2019**.

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 a Settlement Agreement. You can get a copy of the Settlement Agreement at www.jeromesbondedleathersettlement.com. You may call the Claims Administrator with questions at [XXXX]. You can also write with questions to Jerome's Claims Administrator, PO Box XXXXX, City, State Zip. You can also get a Claim Form at the website.