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Clerk of the Superior Court

JUL 18 2007

By: BARBARA JARVIS, Deputy Clerk

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION**

VINCENT FINCH, an individual, on  
behalf of himself, and on behalf of all  
persons similarly situated,

Plaintiff,

vs.

LAMPS PLUS, INC., a California  
Corporation,

Defendant.

Case No. GIC 875385

**CLASS ACTION**

~~PROPOSED~~ AMENDED AND  
CORRECTED ORDER  
PRELIMINARILY APPROVING CLASS  
ACTION SETTLEMENT

Date: July 17, 2007

Time: 8:30 a.m.

Judge: Hon. John S. Meyer

Dept: 61

Action Filed: November 9, 2006

WHEREAS, the parties having made an application, pursuant to California Code of Civil Procedure Section 382 and Rule 3.769 of the California Rules of Court for an order preliminarily approving the settlement of this Action pursuant to the Settlement Agreement fully executed as of July 9, 2007 (the "Agreement"), which, together with its attached exhibits, sets forth the terms and conditions for a proposed settlement of the Action and dismissal of the Action with prejudice; and

1           WHEREAS, the Court having read and considered the Agreement and its attached  
2 exhibits, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

3           1.     This Order incorporates by reference the definitions in the Agreement, and  
4 all terms used in this Order shall have the same meanings as set forth in the Agreement.

5           2.     For purposes of this Action, the Court has subject matter and personal  
6 jurisdiction over the Parties, including all persons in the Settlement Class.

7           3.     The Court preliminarily approves the Agreement and settlement set forth  
8 therein as being within the range of reasonableness to the Settlement Class, subject to  
9 further consideration at the Settlement Hearing described below.

10          4.     Pursuant to California Code of Civil Procedure Section 382 and Rule 3.769  
11 of the California Rules of Court, and solely for purposes of effectuating the settlement set  
12 forth in the Agreement, the Court certifies the Settlement Class, as follows:

13                   Those consumers in California who were requested and/or  
14                   required by Defendant Lamps Plus, Inc. ("LPI") to provide  
15                   personal identification information in connection with a credit  
16                   card transaction in violation of California Civil Code Section  
17                   1747.08(a) between November 9, 2002 and July 17, 2007.

18          5.     Regarding the Settlement Class, the Court preliminarily finds, solely for  
19 purposes of this settlement, that: (a) the Settlement Class is so numerous that joinder of all  
20 persons in the Settlement Class in the Action is impracticable; (b) there are questions of  
21 law and fact common to the Settlement Class that predominate over any individual  
22 questions; (c) the claims of Plaintiff are typical of the claims of the Settlement Class; (d)  
23 Plaintiff and Class Counsel have fairly and adequately represented and protected the  
24 interests of the Settlement Class; and (e) a class action is superior to other available  
25 methods for the fair and efficient adjudication of the controversy.

26          6.     The Court approves, as to form and content, the written Summary Notice, in  
27 the form of Exhibit 1 to the Agreement; the Detailed Notice, in the form of Exhibit 2 to the  
28 Agreement; and the Claim Form, in the form of Exhibit 3 to the Agreement. The Court  
finds that the publishing, web posting and distribution of the Summary Notice, Detailed

1 Notice and Claim Form as set forth in the Agreement constitute valid, due and sufficient  
2 notice to all persons entitled thereto and complies fully with the requirements of the  
3 California Code of Civil Procedure and due process. The foregoing is the best notice  
4 practicable under the circumstances and shall constitute due and sufficient notice to all  
5 persons entitled to such notice.

6 7. (a) The Court approves the request for the appointment of Gilardi &  
7 Company, LLC as the Claims Administrator, in accordance with the Agreement.

8 (b) The Claims Administrator is directed to first publish the Summary  
9 Notice pursuant to Sections IX and X of the Agreement by August 17, 2007, which date is  
10 not sooner than 30 days after entry of this Order. The Claims Administrator and Class  
11 Counsel are directed to post the Detailed Notice and Claim Form on their respective  
12 websites at the same time. A toll free number and mailing address shall also be provided  
13 to inform the Class Members of the terms of the settlement. The toll free number shall  
14 restate the Summary Notice in both English and Spanish.

15 (c) Fifteen days before the Settlement Hearing, the Claims Administrator  
16 shall file with the Court a declaration stating that it published and otherwise made  
17 available the Summary Notice, Detailed Notice and Claim Form pursuant to the  
18 Agreement and this Order.

19 8. If persons in the Settlement Class do not wish to participate in the settlement,  
20 they may exclude themselves. All requests by persons in the Settlement Class to be  
21 excluded from the settlement must be in writing and postmarked not later than 45 days  
22 following the date on which Summary Notice is first published. The Claims Administrator  
23 shall provide a mailing address for requests for exclusion and shall handle all requests for  
24 exclusion. A written request for exclusion from the settlement must include: (a) the name  
25 and address of the person requesting exclusion; (b) a statement of request for exclusion;  
26 and (c) the signature of the person subject to the settlement who wishes to exclude  
27 themselves. Requests for exclusion that do not include all required information and/or are  
28 not transmitted pursuant to the instructions set forth in the Summary Notice or Detailed

1 Notice will not be honored. Any person who excludes himself or herself from the  
2 Settlement Class will not be entitled to any proceeds of the settlement and will not be  
3 bound by the Agreement and the settlement set forth therein, or have any right to object to,  
4 appeal from or comment thereon.

5 9. All persons in the Settlement Class who do not exclude themselves from the  
6 Settlement Class in accordance with the terms of the Agreement shall be bound by all  
7 determinations and the judgment in this Action concerning the Agreement and the  
8 settlement set forth therein, including, but not limited to, the releases provided for in the  
9 Agreement, whether favorable or unfavorable to the Settlement Class.

10 10. Persons in the Settlement Class who wish to receive payments under the  
11 settlement must complete, sign and return the Claim Form, via first class U.S. mail,  
12 postage paid, postmarked on or before 60 days after the Summary Notice is first published.  
13 Each Claim Form must be completed and signed by each claimant. Any Claim Form that  
14 is not fully or properly completed, or is not submitted by first class mail, or is postmarked  
15 after the applicable date, or is not addressed to the address in the Claim Form, or is not  
16 signed by the necessary Settlement Class Members, will not constitute a valid claim and  
17 may be rejected.

18 11. A hearing (the "Settlement Hearing") shall be held before this Court at 2:00  
19 p.m. on October 26, 2007 to determine: (a) whether the proposed settlement of the Action  
20 on the terms and conditions provided in the Agreement is fair, reasonable and adequate  
21 and should be given final approval by the Court; (b) whether a judgment substantially in  
22 the form of Exhibit 5 to the Agreement should be entered; and (c) whether to approve the  
23 payment of Class Counsel's attorneys' fees and costs and Plaintiff's incentive award as set  
24 forth in the Agreement. The Court may adjourn or continue the Settlement Hearing  
25 without further notice to persons in the Settlement Class.

26 12. Any Settlement Class Member may appear at the Settlement Hearing and  
27 show cause, if he or she has any, why the proposed settlement contained in the Agreement  
28 should not be approved as fair, reasonable and adequate and why a Judgment should not be

1 entered dismissing the litigation with prejudice in accordance with the terms of the  
2 Agreement, and/or why Class Counsel's attorneys' fees and costs and Plaintiff's incentive  
3 award should not be approved in the amount specified in the Agreement; provided,  
4 however, that no Settlement Class Member, or any other person, shall be heard or entitled  
5 to contest the approval of the terms and conditions of the proposed settlement, or, if  
6 approved, the Judgment to be entered thereon approving same unless, not later than 45  
7 days following the date on which Summary Notice is first published, the person has served  
8 by first class mail a notice of his or her intention to appear (which shall set forth each  
9 objection and the basis therefor), and copies of any papers in support of his or her position,  
10 upon Blumenthal & Nordrehaug, Attn.: Norman B. Blumenthal, 2255 Calle Clara,  
11 La Jolla, California 92037; and Sheppard Mullin Richter & Hampton, LLP, Attn.:  
12 Philip A. Davis, 333 South Hope Street, 48th Floor, Los Angeles, California, 90071, and  
13 filed said notice of intention to appear and supporting papers with the Clerk of the Court  
14 for the County of San Diego with proofs of service on the above attorneys. Any person  
15 who does not make an objection in the time and manner provided shall be deemed to have  
16 waived such objection and forever be foreclosed from making any objection to the  
17 proposed settlement, unless otherwise ordered by the Court.

18       13. Pending final determination of whether this Court should approve the  
19 Agreement and the settlement set forth therein, all proceedings in the Action are stayed  
20 until further order of the Court, except as may be necessary to effectuate the settlement or  
21 comply with the terms of the Agreement. Pending final determination of whether this  
22 Court should approve the settlement and the Agreement, no person in the Settlement Class  
23 or any person purporting to act on behalf of such persons may, directly, on a representative  
24 basis or in any other capacity, commence or prosecute against any of the Released Parties  
25 any action, arbitration or proceeding in any court, arbitration forum, or tribunal asserting  
26 any of the Released Claims.

27       14. The Court retains jurisdiction to consider all further applications arising out  
28 of or connected with the Agreement and the settlement set forth therein. The Court may

1 approve the Agreement and the settlement set forth therein with such modifications as may  
2 be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

3 15. This Amended and Corrected Order is entered *nunc pro tunc*, and supersedes  
4 in its entirety the Order signed and filed by this Court on July 17, 2007.

5 **IT IS SO ORDERED.**

6  
7 Dated: \_\_\_\_\_

7-18-07

**JOHN S. MEYER**

\_\_\_\_\_  
8 THE HONORABLE JOHN S. MEYER  
9 JUDGE OF THE SUPERIOR COURT  
10 COUNTY OF SAN DIEGO  
11 STATE OF CALIFORNIA  
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