

Superior Court of the State of California
For the County of San Diego
CENTRAL DIVISION
DEPARTMENT 61

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

[Assigned to the Honorable John S. Meyer, Judge]

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION,
SETTLEMENT HEARING AND CLAIMS PROCEDURE**

Vincent Finch v. Lamps Plus, Inc.
San Diego County Superior Court Case No. GIC 875385

TO: Those consumers in California who were requested and/or required to provide personal identification information in connection with a credit card transaction with Lamps Plus, Inc. ("LPI") between November 9, 2002 and July 17, 2007 (the "Class").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOU MAY BE ENTITLED TO A PAYMENT. YOUR RIGHTS MAY BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. YOU ARE NOT BEING SUED.

SUMMARY OF NOTICE

The parties have agreed on a proposed class action settlement of certain claims against LPI for allegedly requesting and/or requiring Plaintiff and similarly situated members of the Class to provide LPI with personal identification information in connection with a credit card transaction in violation of California Civil Code Section 1747.08(a) between November 9, 2002 and July 17, 2007 (the "Class Period"). The Action is pending in the Superior Court of the State of California for the County of San Diego (Finch v. Lamps Plus, Inc., Case No. GIC 875385). Personal identification information is information concerning the cardholder other than information set forth on the card, such as address and telephone number. Plaintiff alleges that LPI unlawfully requested and/or required this information from the members of the Class. LPI denies this claim.

This Notice advises you of your rights with respect to the proposed settlement and the scheduling of a hearing by the Court to determine whether to approve the settlement. This Notice is not an expression of any opinion by the Court as to the merits of any claims or defenses asserted by the parties in the action.

Members of the Settlement Class who do not opt out of the settlement ("Settlement Class Members") and who submit a valid Claim Form will be entitled to a \$15.00 voucher. The voucher is not transferable and not stackable and only one \$15.00 voucher can be used per purchase of an LPI product. The voucher can be used to purchase an LPI product. The voucher will expire one (1) year from the date of issuance. If you were requested and/or required by LPI to provide personal identification information in connection with a credit card transaction during the Class Period, you are a Settlement Class Member and can submit a Claim Form.

**YOU MUST SUBMIT THE CLAIM FORM TO RECEIVE
A PAYMENT UNDER THE SETTLEMENT**

I. THE SETTLEMENT

A. On July 17, 2007, the settlement was preliminarily approved by the Court and a class was certified for settlement purposes only. As a result of the settlement and judgment to be entered, all persons in the Settlement Class who do not opt out of the settlement shall conclusively be deemed to have fully, finally and forever released, relinquished and discharged the Released Parties from all Released Claims, as described below.

B. As of the date of Preliminary Approval, LPI shall be enjoined from further requests of any Personal Identification Information, other than a zip code, during a credit card transaction and from the use of pre-printed forms containing spaces for the entry of any Personal Identification Information during a credit card transaction, however, this injunction

shall not apply to LPI's requests for Personal Identification Information in connection with a return of merchandise as such requests are reasonable and proper under Civil Code section 1747.08(c)(4) of the Song-Beverly Credit Card Act of 1971, as reasonably required for a special purpose incidental to the return of merchandise, that purpose being loss prevention, fraud, and theft. In connection with any such information obtained by LPI in connection with a return of merchandise, LPI may only use such information for loss prevention, fraud, and theft purposes, and LPI is further enjoined from maintaining any such information in a manner that is not secure, from allowing access to or use of such information except for the purposes stated herein, from selling, using, or distributing the information except for the purposes stated herein, and from maintaining the information for a period of time in excess of 12 months after the last day of the month the information was initially obtained at the time of the return transaction.

II. CLAIMS PROCEDURE

Any Settlement Class Member who wishes to receive a payment under this settlement must complete, sign and return the Claim Form in a proper and timely fashion. The Claim Form must be sent to the Claims Administrator, c/o Gilardi & Co. P.O. Box 8060 San Rafael, CA 94912-8060, via first class U.S. mail, postage paid, postmarked on or before October 17, 2007. Any Claim Form that is not fully or properly completed, or is not submitted by first class mail, or is postmarked after the applicable date, or is not properly addressed or is not signed by the appropriate Settlement Class Member(s), will not constitute a valid claim and may be denied. **YOU MUST SUBMIT A VALID CLAIM FORM TO RECEIVE A VOUCHER.** If you fail to submit a valid Claim Form, you will still be bound by the judgment and the release of the Released Claims, but you will not receive any voucher. Prior to issuing a voucher to an Authorized Claimant and the occurrence of the Effective Date, LPI shall have the right to verify the information on submitted Claim Forms as LPI may reasonably determine. The verification of Claim Forms will not delay the issuance of any other payment.

III. FINAL JUDGMENT AND RELEASES TO BE ENTERED

A. Upon Court approval of the settlement, a judgment will be entered dismissing with prejudice and fully and finally settling the action as to Plaintiff and all Settlement Class Members.

B. As a result of the settlement and judgment to be entered, Plaintiff and the Settlement Class Members and each of their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, agents, attorneys, and all persons or entities acting or purporting to act on their behalf, shall conclusively be deemed to have fully, finally and forever released, relinquished and discharged (a) LPI, and its past, present, and future directors, owners, shareholders, officers, employees, agents, representatives, insurers, attorneys, accountants, auditors, parents, affiliates, divisions, assigns, vendors, subsidiaries, predecessors and successors; and (b) any person or entity who took or used personal identification information provided to LPI by one or more Settlement Class Members (collectively, the "Released Parties") from and against any and all of the Released Claims, which are defined as follows: Any and all claims, actions, demands, causes of action, suits, liens, debts, obligations, damages, penalties, statutory penalties, rights or liabilities, of any nature and description whatsoever, known or unknown, present or future, concealed or hidden, liquidated or unliquidated, fixed or contingent, anticipated or unanticipated, whether in tort, contract, law, equity or otherwise, that have been, could have been or might in the future be asserted by Plaintiff or the Settlement Class Members or any of their respective heirs, executors, administrators, predecessors, successors, assigns, agents and/or representatives arising out of any facts asserted in the Action against the Released Parties and based upon the facts and circumstances giving rise to the Action. Released Claims include, but are not limited to, all claimed or unclaimed penalties, statutory penalties, compensatory damages, consequential damages, incidental damages, punitive and exemplary damages, restitution, interest, costs and fees arising out of any of the claims asserted or that could have been asserted in the Action and based upon the facts and circumstances giving rise to the Action. Excluded from the Released Claims are: (a) claims relating to or arising out of any alleged product defect; (b) claims relating to or arising out of a "product warranty;" and (c) claims otherwise unrelated to or not arising out of any request by LPI for consumers to provide personal identification information in connection with a credit card transaction in violation of California Civil Code Section 1747.08(a).

C. In addition, the Settlement Class Members, on behalf of themselves and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, agents, attorneys, and all persons or entities acting or purporting to act on their behalf, warrant, represent and agree that unknown losses or claims could possibly exist and that present losses may have been underestimated in amount or severity. Consequently, as a result of the settlement and judgment to be entered, the Settlement Class Members shall conclusively be deemed to have waived all rights under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASES, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

IV. THE FINAL SETTLEMENT APPROVAL HEARING

A. A final hearing (the "Settlement Hearing") will be held on October 26, 2007 at 2:00 p.m., in Department 61 of the Superior Court for the County of San Diego, State of California, located at 330 West Broadway, San Diego, California, 92101, to determine whether the proposed settlement is fair, reasonable and adequate and should be finally approved by the Court and whether the judgment, as provided in the settlement, should be entered. The Court will also determine the amount of the Plaintiff's incentive award and the amount of attorneys' fees and costs to be awarded to counsel for the Settlement Class Members. The Court may adjourn or continue the Settlement Hearing without further notice to the Settlement Class.

B. Counsel for the Settlement Class Members intend to apply for an award of \$250,000.00 for attorneys' fees and costs including a \$15,000.00 incentive award for the named Plaintiff. LPI has agreed not to oppose this application.

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

D. Any Settlement Class Member may appear at the Settlement Hearing and show cause, if he or she has any, why the proposed settlement should not be approved as fair, reasonable and adequate, why the judgment should not be entered or why the requested Plaintiff's incentive award and the amount of attorneys' fees and costs should not be awarded; provided, however, that no Settlement Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the proposed settlement, or, if approved, the judgment approving the same, unless on or before October 1, 2007, that person has served by hand or by first class mail written objections and copies of any papers and briefs in support of their position and verification of their membership in the Settlement Class upon: Blumenthal & Nordrehaug, Attn.: Norman B. Blumenthal, 2255 Calle Clara, La Jolla, California 92037; and Sheppard Mullin Richter & Hampton, LLP, Attn.: Philip A. Davis, 333 South Hope Street, 48th Floor, Los Angeles, California, 90071 and filed said objections, papers and briefs with the Clerk of the Court. In order to be valid, said papers must be filed with the Court in San Diego and received by the above counsel by the date set forth above.

Any Settlement Class Member who does not make an objection in the manner provided for in this Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to or appeal of the fairness, reasonableness or adequacy of the settlement embodied in the stipulation and judgment.

V. REQUEST FOR EXCLUSION

You may choose to be excluded ("opt out") from the settlement. If you choose to be excluded, you will not be entitled to any recovery from the settlement and will not be bound by the settlement or have any right to object, appeal or comment thereon. If you choose to be excluded, you must submit a written request to Finch v. Lamps Plus, Inc. Class Action Claims Administrator, c/o Glardi & Co. P.O. Box 8060 San Rafael, CA 94912-8060, postmarked no later than October 1, 2007. The written request to opt out should set forth your name and address, state a request for exclusion and be signed by you. If you opt out, you cannot submit a Claim Form to receive a payment.

VI. EXAMINATION OF PAPERS AND INQUIRIES

The above is a summary of the settlement. For more detailed information, you may inspect the Court files at the Office of the Clerk of the Superior Court for the County of San Diego, State of California, located at 330 West Broadway, San Diego, California 92101 during the business hours of each business day or view the settlement papers on www.bamlawca.com. Inquiries regarding the litigation or the settlement should be directed to Norman B. Blumenthal at 2255 Calle Clara, La Jolla, California, 92037, or e-mail: bam@bamlawll.com

PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK
OF THE COURT REGARDING THIS ACTION

JOHN S. MEYER

THE HONORABLE JOHN S. MEYER
Judge of the San Diego County Superior Court