

CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MULTNOMAH

Moran Lopez et al. v. The Shade Store, LLC, Case No. 25CV49752

If you purchased products at a discount from The Shade Store from May 15, 2020 to July 1, 2025, for delivery in the states of California, Washington, Oregon, New York, Pennsylvania, or Maryland, you may be entitled to compensation from a class action Settlement.

Si desea recibir esta notificación en español, llámenos o visite nuestra página web.

*A state court has authorized this Notice. This is **not** a solicitation from a lawyer. Your legal rights are affected whether you act or do not act. Please read this Notice carefully.*

- A Settlement has been reached in a class action lawsuit, *Moran Lopez et al. v. The Shade Store, LLC*, Case No. 25CV49752, filed against The Shade Store, LLC in the Circuit Court of the State of Oregon for the Country of Multnomah. The lawsuit alleges that The Shade Store has repeatedly offered discounts to customers, and that as a result of the frequency of these discounts, Plaintiffs and members of the proposed Settlement Classes paid a price premium for the products. The Parties disagree on whether Plaintiffs and the Settlement Classes could have prevailed at trial. The Shade Store denies all allegations and settled this lawsuit to avoid further litigation. The Court has not decided who is right.
- The Shade Store has agreed to pay Settlement Awards, and other expenses, as described below, to fully resolve and release the claims of Settlement Class Members. The Settlement includes two Settlement Classes—the “Consumer Class” and the “Trade Class.” The direct benefits that Settlement Class Members are eligible for under the Settlement depend on which Settlement Class they are in. The Settlement Classes, and the Settlement Awards available to each, are as follows.
 - **Consumer Class:** If, between May 15, 2020 through July 1, 2025, you bought one or more The Shade Store Products for delivery in the states of California, Washington, Oregon, New York, Pennsylvania, or Maryland, where the product was advertised with a publicly available discount and you did not use a discount issued through The Shade Store’s Design Trade Program, you are a member of the Consumer Class. Consumer Class Members can decide whether to receive a store credit of **\$230** (“Credit Benefit”) or a Cash Benefit expected to be **\$100**.
 - **Trade Class:** If, between May 15, 2020 through July 1, 2025, you bought one or more The Shade Store Products for delivery in the states of California, Washington, Oregon, New York, Pennsylvania, or Maryland, using a discount issued through The Shade Store’s Design Trade Program, you are a member of the Trade Class. Trade Class Members will receive a Credit Benefit of **\$230**.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

Your Legal Rights and Options in This Settlement		Deadline
CONSUMER CLASS MEMBERS ONLY		
SUBMIT A CLAIM FORM	If you are a Consumer Class Member and submit a valid and timely Claim Form, you will receive a cash payment,	Submit a Claim Form by: JUNE 9, 2026

	<p>expected to be \$100. Members of the Trade Class are not eligible for Cash Benefits.</p> <p>By submitting a Claim Form, you will give up certain rights to sue The Shade Store.</p>	
ALL SETTLEMENT CLASS MEMBERS (CONSUMER AND TRADE)		
DO NOTHING	<p>If you do nothing, you will receive a \$230 Credit Benefit without the need to submit a Claim Form. Credits obtained through the Settlement can be applied toward the purchase of any The Shade Store Products, and do not expire. More information about the Credit Benefits is provided below.</p> <p>By doing nothing, you will give up certain rights to sue The Shade Store.</p>	
UPDATE YOUR EMAIL ADDRESS	<p>If you received notice of the Settlement by physical mail, and you wish to receive a Credit Benefit, you must provide an email address to the Settlement Administrator at www.2025PriceSettlement.com. The Settlement Administrator will use that email address to send you the Credit Benefit Email, which will allow you to obtain a unique store credit code that can be used to purchase any The Shade Store Products.</p>	Provide an Email Address by: JUNE 9, 2026
EXCLUDE YOURSELF FROM THE SETTLEMENT (OPT OUT)	<p>Opt out of the Settlement and receive no compensation.</p> <p>This is the only option that allows you to sue The Shade Store on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement.</p>	Request Exclusion by: FEBRUARY 2, 2026
OBJECT TO THE SETTLEMENT	<p>Write to the Court about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Classes. If the Settlement is approved, you will still be bound by the Settlement and receive a Settlement Award. You may also ask to speak in Court about why you object to the proposed Settlement or any of its provisions.</p>	Mail an objection (including any statement of intent to appear at the Fairness Hearing) by: FEBRUARY 2, 2026

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement Awards will be issued only if the Court approves the Settlement and after appeals are resolved, if any. Please be patient.

What This Notice Contains

BASIC INFORMATIONPAGE 3

1. Why should I read this Notice?
2. What is this lawsuit about?

QUESTIONS? CALL 1-888-606-4221 TOLL-FREE OR VISIT WWW.2025PRICESETTLEMENT.COM

3. What is a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT?PAGE 4

5. How do I know if I am a part of the Settlement Classes?

THE SETTLEMENT BENEFITS – WHAT YOU GETPAGE 5

6. What does the Settlement provide?
7. What can I get from the Settlement?

HOW TO GET YOUR SETTLEMENT BENEFITPAGE 6

8. How can I get my Settlement Award?
9. When would I receive my Settlement Award?
10. What am I giving up to receive a Settlement Award?

THE LAWYERS REPRESENTING YOUPAGE 7

11. Do I have lawyers in this case?
12. Should I get my own lawyer?
13. How will the lawyers be paid?

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 8

14. How do I get out of the Settlement?
15. If I do not exclude myself, can I sue The Shade Store for the same thing later?
16. If I exclude myself, can I get anything from this Settlement?

YOUR RIGHTS – OBJECTING TO THE SETTLEMENTPAGE 9

17. How do I tell the Court that I do not agree with the Settlement?
18. What is the difference between objecting and asking to be excluded from the Settlement?

YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARINGPAGE 10

19. When and where will the Court decide whether to approve the Settlement?
20. Do I have to come to the Fairness Hearing?
21. May I speak at the Fairness Hearing?

YOUR RIGHTS – IF YOU DO NOTHINGPAGE 11

22. What happens if I do nothing at all?

GETTING MORE INFORMATIONPAGE 11

23. Is this the entire Settlement?
24. How do I get more information?

BASIC INFORMATION

1. Why should I read this Notice?

A Court has preliminarily established, or “certified,” this case as a class action lawsuit for settlement purposes only.

This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits. If you are a Settlement Class Member, you have legal rights and options before the Court decides whether to give final approval to the proposed Settlement. This Notice explains all of these things. For the precise terms and conditions of the Settlement, please review the Settlement Agreement, available at www.2025PriceSettlement.com.

The Court overseeing this class action is the Circuit Court of the State of Oregon for the County of Multnomah. The case is known as *Moran Lopez et al. v. The Shade Store, LLC*, Case No. 25CV49752 (the “Action”).

2. What is this lawsuit about?

The lawsuit alleges that The Shade Store has repeatedly offered discounts to customers, and that as a result of the frequency of these discounts, Plaintiffs and members of the proposed Settlement Classes paid a price premium for the products they purchased. The lawsuit claims that The Shade Store violated California, Washington, Oregon, New York, Pennsylvania, and Maryland consumer protection law, and also asserts claims for quasi-contract/unjust enrichment, breach of contract, breach of warranties, intentional misrepresentation, and negligent misrepresentation. The Shade Store denies all allegations. The Court has not decided who is right. More information can be found in the Consolidated Class Action Complaint, available at www.2025PriceSettlement.com.

3. What is a class action?

In a class action, one or more people called named plaintiffs sue on behalf of all people who have similar claims. Together, these people are called a “Settlement Class” or “Settlement Class Members.” In this lawsuit, the people who sued are called “Plaintiffs” or “Class Representatives.” The Class Representatives are Sharon Crowder, Joel Lumian, Robert Smith, Amanda Goldwasser, Mark Elkins, Lee Fitzgerald, Katherine Adler, and Jennifer Moran Lopez. The entity they are suing, The Shade Store, is called the “Defendant.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves (opt out) from the Settlement.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or The Shade Store. Instead, both sides agreed to a Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive Settlement Awards. The Class Representatives and Class Counsel think the Settlement is best for the Settlement Classes and represents a fair, reasonable and adequate resolution of the lawsuit.

The Shade Store denies the claims in the lawsuit; denies all allegations of wrongdoing, fault, liability or damage to Plaintiffs and the Settlement Classes; and denies that it acted improperly or wrongfully in any way. The Shade Store nevertheless recognizes the expense and time that would be required to defend the lawsuit through trial and has taken this into account in agreeing to this Settlement.

WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am a part of the Settlement Classes?

The Court has certified this case as a class action for settlement purposes only. The Court has certified two Settlement Classes—the “Consumer Class” and the “Trade Class.” You are part of the Settlement if you are in either of the two Settlement Classes. The two Classes are defined as follows:

- **Consumer Class:** All persons who, from May 15, 2020 to July 1, 2025, purchased from The Shade Store one or more The Shade Store Products for delivery in the states of California, Washington, Oregon, New York, Pennsylvania, or Maryland, where the product was advertised with a publicly available discount, and who did not use a discount issued through The Shade Store’s Design Trade Program.

- **Trade Class:** All persons who, from May 15, 2020, to July 1, 2025, purchased from The Shade Store one or more The Shade Store Products for delivery in the states of California, Washington, Oregon, New York, Pennsylvania, or Maryland, using a discount issued by The Shade Store through its Design Trade Program.

“The Shade Store Products” means physical products that are offered for sale by The Shade Store. The Shade Store Products do not include services, including measure and install services offered by The Shade Store.

If you are a member of both the Consumer Class and the Trade Class, you will be treated as a Trade Class Member for purposes of the Settlement.

Excluded from the Settlement Classes are: (i) all persons who validly opt out of the Settlement in a timely manner and in accordance with the Court’s orders; (ii) local, municipal, state and federal governmental agencies and entities; (iii) counsel of record (and their respective law firms) for the Parties; (iv) The Shade Store and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; (v) the judges and/or judicial officers who have presided over the Actions, and all of their immediate families and judicial staff; and (vi) any natural person or entity that entered into a release with The Shade Store prior to the Preliminary Approval Date arising from the same representations, advertising, marketing and/or sales of The Shade Store Products underlying the claims in the Action.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

Cash Benefits: The Settlement will provide an expected **\$100** cash payment (“Cash Benefit”) to each Consumer Class Member who submits a valid and timely Claim Form. If the number of valid and timely Claims Forms submitted results in total Cash Benefits of more than \$10 million, the Cash Benefit paid to each Consumer Class Member who submits a valid and timely Claim Form will be reduced on a *pro rata* (equal share) basis to exhaust \$10 million.

Credit Benefits: Each Trade Class Member, and each Consumer Class Member who does not submit a valid and timely Claim for a Cash Benefit, will receive a **\$230** Credit Benefit without the need to submit a Claim Form.

There are approximately 100,000 Consumer Class Members and approximately 25,000 Trade Class Members.

In addition to the Cash and Credit Benefits, The Shade Store has also agreed to pay notice and administration costs, Incentive Awards of up to \$3,500 to each of the Class Representatives, and reasonable attorneys’ fees and expenses of up to \$3 million, as approved by the Court. The Shade Store agreed to pay these fees and costs on top of the relief provided to Class Members, meaning that payment of these fees and costs will not reduce the value of the Cash and Credit Benefits that Settlement Class Members will receive, as described above.

7. What can I get from the Settlement?

The benefits you are eligible for under the Settlement depend on which Settlement Class you are in:

- **Trade Class Members:** If you are a member of the Trade Class, you will receive a **\$230** Credit Benefit without the need to submit a Claim Form. Credits obtained through the Settlement can be applied toward the purchase of any The Shade Store Products purchase through any sales channel, including on the theshadestore.com website, over the phone, through The Shade Store’s “Expert

Design Consultants,” or at The Shade Store’s brick-and-mortar showrooms. The credits are one-time use, freely transferable, and can be combined with any other discount or promotion offered by The Shade Store. The credits can be used at any time, with no blackout dates or restrictions, and never expire. The credits are not stackable and cannot be used to pay for The Shade Store services (for example, measure and install services).

- **Consumer Class Members:** If you are a member of the Consumer Class, you can (a) do nothing and receive the same **\$230** Credit Benefit provided to Trade Class Members, or (b) submit a valid and timely Claim to receive an expected **\$100** Cash Benefit.

Cash Benefits will be paid out of the Cash Benefit Fund. If any unclaimed funds remain in the Cash Benefit Fund after the Cash Benefits are distributed, and after accounting for taxes and fees required to be paid on the settlement account, subject to the Court’s approval, any amount remaining in the Cash Benefit Fund will be provided to the Oregon State Bar.

Settlement Awards are subject to a cap of one per household. Whether a Settlement Class Member resides in the same household as another Settlement Class Member will be determined by the address provided by The Shade Store to the Settlement Administrator for each Settlement Class Member, and any other information the Settlement Administrator believes is pertinent.

HOW TO GET YOUR SETTLEMENT BENEFIT

8. How can I get my Settlement Award?

The process for obtaining a Settlement Award depends on which Settlement Class you are in:

- **Trade Class Members:** If you are a Trade Class Member and do not opt out of the Settlement by **February 2, 2026**, you will receive a **\$230** Credit Benefit without the need to submit a Claim Form.
- **Consumer Class Members:** If you are a Consumer Class Member and do not opt out of the Settlement by **February 2, 2026**, you will receive either (i) a **\$230** Credit Benefit without the need to submit a Claim Form, or (ii) a Cash Benefit expected to be **\$100** (if you submit a valid and timely Claim).

Credit Benefits: Class Members who receive a Credit Benefit under the Settlement will receive an email (the “Credit Benefit Email”) from the Settlement Administrator after the Settlement is approved. The email will include the link to a website on which Class Members will be able to obtain a unique store credit code.

If you received notice of the Settlement by physical mail, you must provide a current email address to the Settlement Administrator by **June 9, 2026**, at www.2025PriceSettlement.com to ensure you receive a Credit Benefit. After the Claims Process concludes, you will automatically receive a Credit Benefit Email at that email address with a link to a website on which you will be able to obtain a unique store credit code.

Cash Benefits: If you are a Consumer Class Member and wish to receive a Cash Benefit instead of a Credit Benefit, you must fill out and submit a valid and timely Claim Form. You can file your Claim at www.2025PriceSettlement.com. You can also download a paper Claim Form from the website or get one by calling the Settlement Administrator at 1-888-606-4221. The completed Claim Form must be submitted **online by June 9, 2026**, or by mail at the address below, **postmarked by June 9, 2026**:

Moran Lopez et al. v. The Shade Store, LLC Settlement Administrator
Attention: Claim Forms
P.O. Box 58731
Philadelphia, PA 19102

For a Claim Form to be valid, you must include an Order Number connected to a purchase you made of The Shade Store Products from May 15, 2020 to July 1, 2025. You need only provide one Order Number, even if you made multiple purchases of The Shade Store Products. Order Numbers appear in email receipts and confirmations, as well as on The Shade Store’s website when a user logs into their The Shade Store account. If you are having trouble locating an Order Number, you can reach out to the Settlement Administrator at Info@2025PriceSettlement.com to verify your purchase and receive an Order Number associated with one of your orders to include on the Claim Form.

Upon receiving a completed Claim Form, the Settlement Administrator will review the Claim Form and confirm or deny your eligibility for a Cash Benefit. The Settlement Administrator will notify you if there is a deficiency with your claim or supporting information.

Settlement Awards are subject to a cap of one per household.

9. When would I receive my Settlement Award?

The Court will hold a hearing on April 10, 2026, at 8:30 a.m. PST (which is subject to change), to decide whether to finally approve the Settlement. Even if the Court finally approves the Settlement, after that, there may be appeals. The appeals process can take time, perhaps more than a year. You will not receive a Settlement Award until any appeals are resolved. The progress of the Settlement will be updated through information posted at www.2025PriceSettlement.com. Please be patient.

10. What am I giving up to receive a Settlement Award?

Unless you exclude yourself (“opt out”) from the Settlement by timely submitting a request for exclusion from the Settlement Classes, you will remain in the Settlement Classes, and you will be bound by the release of claims in the Settlement, if it is finally approved. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against The Shade Store asserting a Released Claim. It also means that all of the Court’s orders will apply to you and legally bind you. The Release is defined and detailed in the Settlement Agreement, which is available at www.2025PriceSettlement.com.

THE LAWYERS REPRESENTING YOU

11. Do I have lawyers in this case?

Yes. The Court has appointed Simon Franzini, Martin Brenner, and Grace Bennett of Dovel & Luner, LLP as Class Counsel to represent you and the other Settlement Class Members in this case. These lawyers are called Class Counsel. They have experience handling similar class action cases. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. More information about Class Counsel and their law firm is available at <https://www.dovel.com>.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court.***

Simon Franzini simon@dovel.com DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, CA 90401 1-310-656-7066	Martin Brenner martin@dovel.com DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, CA 90401 1-310-656-7066	Grace Bennett grace@dovel.com DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, CA 90401 1-310-656-7066
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12. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all of the other Settlement Class Members. If you want to be represented by someone other than Class Counsel, you may hire your own lawyer at your own expense.

13. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and reimbursement of the costs they incurred in litigating this case of no more than \$3 million total. Class Counsel will also ask the Court to approve Incentive Awards of up to \$3,500 for each of the Class Representatives. The purpose of the Incentive Awards is to compensate the Class Representatives for their time, efforts, and risks taken on behalf of the Settlement Classes. The Court may award less than these amounts.

Any attorneys' fees and costs and Incentive Awards awarded by the Court will be on top of the Settlement Awards described above. That means the Settlement Awards that Class Members will receive under the Settlement will not be reduced to pay for attorneys' fees and costs or Incentive Awards. Class Counsel's Motion for Attorneys' Fees and Costs will be available at www.2025PriceSettlement.com once it is filed.

YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do ***not*** want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue The Shade Store on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement Classes. This is called “excluding yourself” from, or “opting out” of, the Settlement Classes.

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written “request for exclusion” by mail to the Settlement Administrator that includes the following:

- Your name;
- Your address;
- Your phone number;
- Your personal signature; and
- The statement “I request to be excluded from the class settlement in *Moran Lopez et al. v. The Shade Store, LLC*, Case No. 25CV49752.”

No request for exclusion will be valid unless all of the information described above is included. You must mail your request for exclusion via U.S. Mail, **postmarked no later than February 2, 2026**, to the Settlement Administrator at the following address:

Moran Lopez et al. v. The Shade Store, LLC Settlement Administrator
Attention: Exclusions
P.O. Box 58731
Philadelphia, PA 19102

Only individual requests for exclusion are allowed. “Mass” or “class” requests for exclusion are ***not*** allowed according to the terms of the Settlement.

If you do not follow these procedures and deadlines, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

15. If I do not exclude myself, can I sue The Shade Store for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) The Shade Store for the claims that this Settlement resolves. The Release is defined and detailed in the Settlement Agreement, which is available at www.2025PriceSettlement.com.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not receive a Settlement Award, and you cannot object to the Settlement. However, you may sue, continue to sue, or be part of a different lawsuit against The Shade Store. If you send a request for exclusion and later change your mind you may rescind your request by timely submitting a Claim Form (if eligible) to the Settlement Administrator to obtain benefits under the Settlement.

YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

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

17. How do I tell the Court that I do not agree with the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can ask the Court to deny approval of the Settlement by filing an objection and providing reasons why you think the Court should not approve it. The Court will consider your views. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no Settlement Awards will be sent out and the lawsuit will continue.

To object, you must submit a written objection, which includes the following information:

- Your printed full name, address and telephone number;
- Whether the Settlement Class Member is represented by counsel and, if so, the name and contact information of counsel;
- Proof of membership in the Consumer Class or the Trade Class, or a signed statement attesting, under penalty of perjury, that you are a Consumer Class Member or a Trade Class Member;
- A detailed written statement of all grounds for the objection accompanied by legal support for the objection (if any);
- Any papers, briefs or other documents upon which the objection is based;
- A statement indicating whether you intend to appear at the Fairness Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules), and a list of all persons who will be called to testify in support of the objection (if any);
- A list of all cases in which you or your counsel filed an objection or in any way participated—financially or otherwise—in objecting to a class settlement during the preceding three years; and
- Your actual written or electronic signature and your counsel's signature (if any). An attorney's signature alone is not sufficient to satisfy this requirement.

Your written objection and supporting papers must be mailed to the Settlement Administrator, **postmarked on or before February 2, 2026** at the following address:

Moran Lopez et al. v. The Shade Store, LLC Settlement Administrator
Attention: Objections
P.O. Box 58731
Philadelphia, PA 19102

If you intend to appear at the Fairness Hearing, you must include a notice of intention to appear in your written objection mailed to the Settlement Administrator on or before **February 2, 2026**.

If you submit a timely written objection, it will be considered by the Court at the Fairness Hearing. You may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

18. What is the difference between objecting and asking to be excluded from the Settlement?

Objecting means telling the Court that you do not like something about the Settlement and do not want the Court to approve the Settlement. If you object, you will remain in the Settlement Classes and eligible to receive a Settlement Award. You can object only if you stay in the Settlement Classes.

Excluding yourself from the Settlement means that you do not want to be part of the Settlement Classes. If you exclude yourself, then you have no basis to object to the Settlement because you are no longer part of the case, and you will no longer be eligible to receive a Settlement Award.

YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Fairness Hearing on **April 10, 2026 at 8:30 a.m. PST**, at the Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204.

At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider Class Counsel's request for attorneys' fees and expenses, as well as any request for Incentive Awards for the Class Representatives. If there are objections that comply with the requirements herein, the Court will also consider them and listen to people who have asked to speak at the hearing. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Fairness Hearing are subject to change by Court order without further notice to the Settlement Classes. Any changes will be posted on www.2025PriceSettlement.com. Settlement Class Members should check the Settlement Website to confirm that the date and/or time have not changed and whether the hearing may proceed virtually.

20. Do I have to come to the Fairness Hearing?

No. Class Counsel will appear on behalf of the Settlement Classes and will answer any questions the Judge may have about why the Settlement should be approved. But you are welcome to come, or have your own lawyer appear, at your own expense. If you submit an objection, you still do not have to attend the hearing. As long as you postmarked your valid written objection by the deadline, the Judge will consider it.

21. May I speak at the Fairness Hearing?

You, or any lawyer you retain, may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your written objection a statement of your intent to appear at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

YOUR RIGHTS – IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you fit the definition of a Trade Class Member or a Consumer Class Member and do nothing at all, you will remain a member of the Settlement Classes. You will receive a Credit Benefit without the need to submit a Claim Form, as long as the Settlement Administrator has a valid email address for you by **June 9, 2026**. If the Settlement is approved, and unless you request to exclude yourself from the Settlement, you will not be permitted to assert or continue to assert the claims that this Settlement resolves in any other lawsuit against The Shade Store ever again.

GETTING MORE INFORMATION

23. Is this the entire Settlement?

No. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement: (i) at www.2025PriceSettlement.com; (ii) by calling toll-free at 1-888-606-4221, (iii) by emailing the Settlement Administrator at Info@2025PriceSettlement.com; or (iv) by visiting the Court to review the case's docket at the Multnomah County Courthouse, 1200 SW 1st Ave., Portland, OR 97204, between 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. You may also contact Class Counsel (see contact information in Question 11).

24. How do I get more information?

You can call toll-free at 1-888-606-4221; write to the Settlement Administrator at Moran Lopez et al. v. The Shade Store, LLC Settlement Administrator, P.O. Box 58731, Philadelphia, PA 19102; or go to www.2025PriceSettlement.com, where you will find answers to common questions about the Settlement, the Settlement itself, motions for approval of the Settlement, Class Counsel's motion for attorneys' fees and expenses and Incentive Awards (once it is filed), and other important documents in the case.

You may also contact Class Counsel (see contact information in Question 11).

Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.