

# If you purchased a new Bonaire Model BCH9208 Ceramic Tower Heater in California, you could get compensation from a class action settlement.

Para ver este aviso en español, visite [www.HeaterSettlement.com](http://www.HeaterSettlement.com).

*A California State Court authorized this Notice. It is not a solicitation from a lawyer.*

- The Settlement will provide a cash refund of up to \$25.00 to pay timely, complete claims from Class Members. Proof of purchase is required unless you are a verified purchaser of the Product from Costco.
- To qualify, you must have purchased a new Bonaire BCH9208 Ceramic Tower Heater in California for your own use and not for resale at any time after March 20, 2010.
- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT A CLAIM FORM</b>	The only way to get compensation. Claim Forms must be submitted online or postmarked by March 4, 2020.
<b>EXCLUDE YOURSELF</b>	Get no compensation. This is the only option that allows you to ever be part of any other lawsuit against Defendant about the legal claims in this case. Requests for exclusion must be postmarked by March 4, 2020.
<b>OBJECT OR COMMENT</b>	Write to the Court about why you don't like the Settlement. The deadline to file an objection is March 4, 2020.
<b>GO TO A HEARING</b>	Ask to speak in Court about why you do or do not support the proposed Settlement or any of its provisions. The Final Approval Hearing will be held on June 3, 2020.
<b>DO NOTHING</b>	Get no compensation. Give up rights.

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

**QUESTIONS? Read on, visit [www.HeaterSettlement.com](http://www.HeaterSettlement.com), or call 1-833-759-2977.**

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## BASIC INFORMATION

### 1. Why did I receive a Notice?

You have been identified as a potential Class Member who may have purchased a Bonaire Ceramic Tower Heater that is covered by this Settlement. You have legal rights and options that you may exercise before the Court decides whether to approve the Settlement. This Notice has been approved by the Court and summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement and Release, available at [www.HeaterSettlement.com](http://www.HeaterSettlement.com). Judge Amy D. Hogue of the Superior Court of California, County of Los Angeles, is overseeing this class action. The lawsuit is known as *Trepte v. Bonaire, Inc.*, Case No. BC540110.

### 2. What is this lawsuit about?

The lawsuit claimed that the Product at issue is defective and that if Plaintiff had known of the defect, she would not have purchased the Product or would have paid less for the Product than she did. Plaintiff alleged that normal, intended use of the Product—heating a space to a predetermined temperature within the normal operating range and maintaining that temperature—results in overheating. Defendant does not believe Plaintiff's claims have merit and has denied and continues to deny any and all claims, including but not limited to claims of defect and/or allegations concerning the safety of the Product.

### 3. What is a class action?

In a class action lawsuit, one or more people called Class Representatives sue on behalf of other people who have similar claims. The people together are a Class or Class Members. The people who sued—and all the Class Members like them—are called the Plaintiffs. The company they sued is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

### 4. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement. That way, they avoid the risk and cost of a trial, and the people affected will get compensation. The Parties believe that the proposed Settlement is fair, reasonable, and adequate.

## WHO IS IN THE SETTLEMENT

To see if you will get compensation from the Settlement, you first have to decide if you are a Class Member.

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

The Court decided that everyone who fits this description is a Class Member: All persons within the State of California who purchased a new Bonaire BCH9208 Ceramic Tower Heater for their own use and not for resale at any time since March 20, 2010.

Excluded from the Class are Defendant; Defendant's affiliates, subsidiaries, or co-conspirators; employees of Defendant, including its officers and directors; the Court to which this case is assigned; and any persons who have already returned and have been refunded for their heater.

### 6. I'm still not sure if I am included.

If you are still unsure whether you are included, you can call or email the Claims Administrator at [info@HeaterSettlement.com](mailto:info@HeaterSettlement.com) or 1-833-759-2977.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 7. What does the Settlement provide?

The Settlement provides two benefit options for Class Members. The first option provides a \$25.00 cash refund to any Class Member who submits a timely Claim Form and *both* cuts and returns the power cord from the heater *and* provides a photograph of the heater from which the power cord was cut. The Claims Administrator will provide you with a free pre-paid mailing label and envelope to return the cord after you submit your Claim Form. Proof of purchase is also required unless you purchased the heater from Costco.

For Class Members who do not wish to cut the power cord from their heater or no longer have the heater in their possession, the second option provides a \$12.50 cash refund or \$17.50 purchase credit to any Class Member who submits a timely Claim Form. Proof of purchase is required unless you are a verified purchaser of the heater from Costco. The purchase credit may be applied toward new purchases from [www.holmesproducts.com](http://www.holmesproducts.com) and will be valid for one hundred eighty (180) days from the date of issuance.

**To qualify for payment, you must submit a Claim Form.** You may submit a Claim Form online at [www.HeaterSettlement.com](http://www.HeaterSettlement.com). If you are unable to complete the online form, you may download a Claim Form from the Settlement Website or request that one be mailed to you by calling the Claims Administrator toll-free at 1-833-759-2977 or emailing [info@HeaterSettlement.com](mailto:info@HeaterSettlement.com). Online Claim Forms must be submitted on or before **March 4, 2020**. If you submit a Claim Form by mail, it must be postmarked or on before **March 4, 2020**.

### 8. When would I get my compensation?

The Court will hold a Final Approval Hearing on **June 3, 2020** to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. Note that the Court may change the Final Approval Hearing date without further notice so please check the Settlement Website, [www.HeaterSettlement.com](http://www.HeaterSettlement.com), for updates. It's always uncertain whether those appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

### 9. What am I giving up to stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a release of claims which describes exactly the legal claims that you give up if you get settlement benefits. The Release is defined and detailed in the Settlement Agreement, which is available at [www.HeaterSettlement.com](http://www.HeaterSettlement.com).

The release provided by the Amended Settlement Agreement provides for the following:

Release as to All Class Members. By this Settlement Agreement and the following Release, Defendant and Released Parties are released from any and all claims or causes of action that were, or could have been, asserted by the Plaintiff or any Class Members against them regarding the Product as alleged in the Third Amended Complaint or that could have been alleged in the Third Amended Complaint based on facts pled by Plaintiff. This Settlement Agreement does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement, nor does this Settlement Agreement release claims for personal injury, personal and/or real property, and/or claims for subrogation. Upon entry of the Judgment, Class Members shall waive and forfeit, and be deemed to have fully, finally and forever released and discharged against all Released Parties and all Released Claims (as defined herein).

Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendant and Released Parties shall not be subject to liability or expense of any kind to any Class Member(s) for reasons related to the Litigation except as set

forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against Defendant and Released Parties. Pursuant to California Rule of Court 3.769(h), the Court shall enter judgment in the action, but will not enter a dismissal of the claims.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want compensation from the Settlement, but you want to keep the right to sue or continue to sue Defendant on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself, sometimes referred to as opting out of the Settlement Class.

### **10. How do I get out of the Settlement?**

Any Class Member who wants to be excluded from the Class must submit a Request for Exclusion in writing to the Claims Administrator at the address provided below. Your request must be postmarked on or before **March 4, 2020** and must include your full name and current address as well as a specific statement of your desire to be excluded from the Settlement and from the Class. If you do not comply with these requirements, you will be bound by the terms of the Settlement. Any Class Member who submits a timely Request for Exclusion shall be deemed to have waived any rights or benefits under the Settlement Agreement.

Heater Settlement  
c/o JND Legal Administration  
PO Box 91048  
Seattle, WA 98111-9148

### **11. If I don't exclude myself, can I sue Sunbeam Products, Inc. for the same thing later?**

No. Unless you exclude yourself, you will be bound by the Final Order and Judgment, and you give up the right to sue Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Class to continue your own lawsuit.

### **12. If I exclude myself, can I get compensation from the Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for any compensation. But, you may sue, continue to sue, or be part of a different lawsuit against Defendant.

## **THE LAWYERS REPRESENTING YOU**

### **13. Do I have a lawyer in the case?**

The Court has appointed the law firms of Pearson, Simon & Warshaw, LLP and Perona, Langer, Beck, Serbin and Harrison, LLP to represent you and other Class Members. Together, the lawyers are called Class Counsel. 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.

### **14. How will the lawyers be paid?**

Class Counsel will ask the Court for attorneys' fees up to \$339,472.17 and expenses up to \$138,027.83 and a payment up to \$7,500 for the Class Representative. The Court may award less than these amounts. The fees and expenses that the Court approves will be paid by Defendant. The costs to administer the Settlement will also be paid by Defendant. Class Counsel's Motion for Attorneys' Fees and Costs will be available on the Settlement Website once it has been filed.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the Settlement or some part of it.

### 15. How do I tell the Court that I don't like the Settlement?

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval 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. All written objections and supporting papers must be mailed to the Claims Administrator at the addresses provided below. Your objection must be filed on or before **March 4, 2020**.

To state a valid objection to the Settlement, an objecting Class Member must provide the following information in their written objection:

- Full name, current address, and telephone number of the objecting Class Member;
- A statement of the specific position(s) the objector wishes to assert, including the factual and legal grounds for the position(s);
- Copies of any documents the objector wishes to submit to support their position; and
- Proof of purchase of the Product (if not purchased from Costco).

#### **Clerk of the Court**

Clerk of the Court  
Los Angeles County Superior Court  
Stanley Mosk Courthouse  
111 North Hill Street  
Los Angeles, CA 90012

#### **Claims Administrator**

Heater Settlement  
c/o JND Legal Administration  
PO Box 91048  
Seattle, WA 98111-9148

#### **Class Counsel**

Daniel L. Warshaw  
**Pearson, Simon & Warshaw, LLP**  
15165 Ventura Blvd, Suite 400  
Sherman Oaks, CA 91403

#### **Defendant's Counsel**

David J. O'Connell  
**Goldberg Segalla**  
222 West Adams Street, Suite 2250  
Chicago, IL 60606

Any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing to show cause why the Settlement should not be approved as fair, adequate, and reasonable, or to object to any applications for the Class Representative Service Award or Class Counsels' Fees and Expenses.

### 16. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't 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 approve the Settlement. You may attend, and you may ask to speak, but you don't have to.

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

The Court will hold a Fairness Hearing at **11:00 a.m. on June 3, 2020**, at the Los Angeles County Superior Court, Spring Street Courthouse, Department SSC 7, 312 North Spring Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. Note that the Court may change the Final Approval Hearing date without further notice so please check the Settlement Website, [www.HeaterSettlement.com](http://www.HeaterSettlement.com), for updates.

### 18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

### 19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

### 20. What happens if I do nothing at all?

If you do nothing, you'll get no compensation from the Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the legal issues in this case ever again.

## GETTING MORE INFORMATION

### 21. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement and Release. You can get a copy of the Settlement Agreement and Release and other important case documents at [www.HeaterSettlement.com](http://www.HeaterSettlement.com).

## **22. How do I get more information?**

You can call toll-free 1-833-759-2977, email [info@HeaterSettlement.com](mailto:info@HeaterSettlement.com), or visit the Settlement Website at [www.HeaterSettlement.com](http://www.HeaterSettlement.com), where you will find answers to common questions about the Settlement, an online Claim Form, and important documents related to the Settlement. You should check the Settlement Website regularly for updates on the case.

You may also contact one of the following attorneys appointed by the Court to serve as Class Counsel:

Daniel L. Warshaw  
Michael H. Pearson  
**Pearson, Simon & Warshaw, LLP**  
15165 Ventura Blvd, Suite 400  
Sherman Oaks, CA 91403  
Telephone: (818) 788-8300  
E-Mail: [heater@pswlaw.com](mailto:heater@pswlaw.com)

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.**