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ROSS STORES, INC.

12  
13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA  
15 WESTERN DIVISION

17 JOSE JACOBO, et al.,  
18 Plaintiff,  
19 vs.  
20 ROSS STORES, INC., a Delaware  
21 Corporation, and DOES 1 through  
22 100, inclusive,  
Defendant.

Case No. 2:15-cv-04701-MWF (AGR<sub>x</sub>)

**CLASS ACTION SETTLEMENT  
AGREEMENT**

Judge: Hon. Michael W. Fitzgerald

Courtroom: 5A

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**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement is made by and between the Class Representatives individually and on behalf of the Settlement Class and Defendant Ross Stores, Inc. (“Ross”).<sup>1</sup> The Class Representatives, the Settlement Class, and Ross are collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, on June 20, 2015, Jose Jacobo filed a Class Action Complaint against Ross in the United States District Court for the Central District of California (the “Court”), Case No. 2:15-cv-04701;

WHEREAS, the Complaint alleges that Ross used false or misleading comparison price advertising on Ross price tags on items sold at Ross stores during the Class Period. Jose Jacobo claimed that he and other consumers relied on Ross’s comparison pricing when purchasing items from Ross. Jose Jacobo sued for monetary and injunctive relief;

WHEREAS, on October 12, 2015, Jose Jacobo and Theresa Metoyer (collectively, “Plaintiffs”) filed a First Amended Class Action Complaint against Ross in the Court;

WHEREAS, on October 29, 2015, Ross filed a Motion to Dismiss the First Amended Complaint;

WHEREAS, on February 23, 2016, the Court granted Ross’s Motion to Dismiss the First Amended Complaint with leave to amend;

WHEREAS, on March 28, 2016, Plaintiffs filed a Second Amended Class Action Complaint against Ross in the Court;

WHEREAS, on April 14, 2016, Ross filed a Motion to Dismiss the Second Amended Complaint;

WHEREAS, on June 17, 2016, the Court generally denied Ross’s Motion to Dismiss the Second Amended Complaint, finding that Plaintiffs successfully alleged that they were misled by

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<sup>1</sup> Capitalized terms in this Agreement are defined in Section 1, below.

1 Ross's comparison prices, but the Court also partially granted Ross's Motion, dismissing  
2 Plaintiffs' claims under California Civil Code section 1770(a) without leave to amend;

3 WHEREAS, on July 5, 2016, Ross filed an Answer to Plaintiffs' Second Amended  
4 Complaint;

5 WHEREAS, on May 26, 2017, Ross filed a Motion for Summary Judgment or, in the  
6 alternative, Summary Adjudication;

7 WHEREAS, on May 26, 2017, Plaintiffs filed a Motion for Class Certification;

8 WHEREAS, on August 2, 2017, the Court granted Ross's Motion for Summary Judgment  
9 and denied Plaintiffs' Motion for Class Certification as moot;

10 WHEREAS, on August 15, 2017, Plaintiffs filed a Notice of Appeal in the Court;

11 WHEREAS, on December 4, 2017, the Parties filed a Stipulation to Dismiss Appeal  
12 Without Prejudice in the United States Court of Appeals for the Ninth Circuit (the "Circuit  
13 Court"), having reached a proposed settlement during a mediation process facilitated by a  
14 mediator for the Circuit Court;

15 WHEREAS, on December 4, 2017, the Circuit Court dismissed Plaintiffs' appeal without  
16 prejudice pursuant to the Parties' Stipulation to Dismiss Appeal;

17 WHEREAS, Class Representatives and Class Counsel have pursued the Litigation  
18 believing that it is meritorious, and they have conducted an investigation of the facts and law  
19 surrounding this case, including but not limited to: (i) researching the applicable law and the  
20 potential defenses; (ii) conducting extensive written discovery and depositions, including without  
21 limitation, reviewing Ross's public filings and internal documents concerning its comparison  
22 price advertising; (iii) hiring and consulting with an expert; (iv) developing arguments for class  
23 certification, and preparing and filing a motion for class certification; (v) briefing numerous  
24 motions, including without limitation class certification and summary judgment; and  
25 (vi) attending in-person mediation. Based on their own independent investigation and evaluation,  
26 Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate, and is in the  
27 best interests of the Settlement Class Members as well as future consumers, in light of all known  
28 facts and circumstances, including the Court's decision to grant Ross's Motion for Summary

1 Judgment and deny Plaintiffs' Motion for Class Certification, the risk of significant delay, and the  
2 appellate risk;

3 WHEREAS, Ross denies liability and wrongdoing of any kind associated with the claims  
4 alleged and contends that the Court correctly granted its Motion for Summary Judgment and  
5 denied Plaintiffs' Motion for Class Certification, maintaining that the Litigation is not appropriate  
6 for class certification or for class treatment. Ross continues to assert that the Class  
7 Representatives will not be able to establish any entitlement to any monetary remedy or  
8 injunctive relief. Ross also continues to assert that it has complied with all applicable price  
9 comparison advertising laws and that its comparison prices are fair and not deceptive or  
10 misleading;

11 WHEREAS, Ross further asserts that despite its good faith belief that it is not liable for  
12 any of the claims asserted, and despite its good faith belief that class certification would not be  
13 appropriate, Ross will not oppose the Court's Settlement Class contemplated by the Agreement  
14 solely for purposes of effectuating this Settlement. Ross's agreement to certification of the  
15 Settlement Class is expressly without prejudice to Ross's rights to oppose certification of a class  
16 or oppose any other claim (i) in the Litigation, should the Agreement not be approved or  
17 implemented for any reason; or (ii) in any other litigation, whether pending in California or  
18 elsewhere;

19 WHEREAS, in the event that the Agreement is not approved or is otherwise terminated,  
20 the Agreement shall be deemed null and void and be of no further force or effect, and it may not  
21 be used by any Party for any purpose in the Litigation or any other action;

22 WHEREAS, the entry of the Final Judgment in the Litigation shall dismiss with prejudice  
23 all claims and appeals that were or that could have been alleged in the Litigation by any and all  
24 Settlement Class Members against Ross, with the exception of any individual claims that might  
25 be retained by Settlement Class Members who exclude themselves from the Settlement, if any;  
26 and

27  
28

1 WHEREAS, the Parties agree to cooperate and take all reasonable steps necessary and  
2 appropriate to obtain preliminary and final approval of the Settlement, to effectuate its terms, and  
3 dismiss the Litigation with prejudice.

4 THEREFORE, the Parties hereby agree as follows:

5 **1. Definitions**

6 1.1 The term “Agreement” as used herein means this Class Action Settlement  
7 Agreement.

8 1.2 The term “Attorneys’ Fees and Costs” as used herein means the attorneys’ fees and  
9 costs to be requested by Class Counsel, subject to the Court’s approval in accordance with the  
10 sections below.

11 1.3 The term “Claim” as used herein means a Claim submitted by way of a Claim  
12 Form in accordance with the Agreement.

13 1.4 The term “Claim Form” as used herein means the Claim Form for the Settlement  
14 Class attached hereto as Exhibit 1, which is agreed to by the Parties, subject to the Court’s  
15 approval, as the method by which a Class Member may submit a Claim. Only those Settlement  
16 Class Members who submit a Claim Form in the manner set forth in the Agreement, subject to the  
17 Court’s approval, shall be eligible to recover a share of the Settlement proceeds.

18 1.5 The term “Claimant” as used herein means any Settlement Class Member who  
19 submits a Claim Form.

20 1.6 The term “Claims Administrator” as used herein means KCC LLC that, subject to  
21 the Court’s approval, shall perform the duties of, among other things: (i) providing Notice, Claim  
22 Forms, and Opt-Out Request Forms to Settlement Class Members; (ii) publishing the Publication  
23 Notice; (iii) providing notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715;  
24 (iv) tracking returned Claim Forms and Opt-Out Requests; (v) notifying the Parties of  
25 determinations regarding submitted Claim Forms and Opt-Out Requests consistent with the  
26 Agreement; (vi) distributing Merchandise Certificates; and (vii) other notice and administration  
27 duties in accordance with the Agreement and the Court’s orders.  
28

1           1.7     The term “Class Counsel” as used herein means the following counsel who have  
2 appeared on behalf of the Class Representatives: Douglas Caiafa of DOUGLAS CAIAFA, A  
3 Professional Law Corporation, and Christopher J. Morosoff of the LAW OFFICE OF  
4 CHRISTOPHER J. MOROSOFF.

5           1.8     The term “Class List” as used herein means the list of customers, and their email  
6 or physical mailing addresses to the extent known, who purchased during the Settlement Class  
7 Period from a Ross store one or more items that included a Ross price tag with a comparison  
8 price, and who have not received a refund or credit for all of their purchase(s).

9           1.9     The term “Class Representatives” as used herein means Jose Jacobo and Theresa  
10 Metoyer.

11          1.10    The term “Class Representative Incentive Payment” as used herein means the  
12 amount that Class Counsel may request be paid to the Class Representatives in their capacity as  
13 Class Representatives to compensate them for initiating the Litigation and performing work in  
14 support of the Litigation.

15          1.11    The term “Email Notice” as used herein means a document substantially in the  
16 form of the document attached hereto as Exhibit 3, which has been agreed to by the Parties,  
17 subject to the Court’s approval, and which will be sent to potential Settlement Class Members as  
18 an email where an email address exists on the Class List.

19          1.12    The term “Final Judgment” as used herein refers to the Final Judgment and Order  
20 of Final Approval approving the Settlement and dismissing the Litigation with prejudice as  
21 against Ross, which the Settlement and the Agreement contemplate will be entered by the Court.

22          1.13    The term “Merchandise Certificate” as used herein means a credit redeemable for  
23 purchases at any Ross store. Each Merchandise Certificate shall be fully transferable and may be  
24 used in connection with any promotional discount(s) that are otherwise available with the use of  
25 Merchandise Certificates. Merchandise Certificates have no expiration date and need not be used  
26 in full at any time. They will maintain a running balance that is depleted based on use until the  
27 balance is zero. Holders will have the option of redeeming an unused Merchandise Certificate for  
28 cash in an amount equal to 75% of the Merchandise Certificate at the time of its issuance by

1 returning the Merchandise Certificate to the Claims Administrator within one (1) year after its  
2 issuance. Merchandise Certificates that have been used to make a purchase are not redeemable  
3 for cash. They are not gift cards or gift certificates under California or federal law, and, thus, it is  
4 the Parties' belief and intent that the Merchandise Certificates are not subject to the restrictions  
5 and terms found under California or federal law regarding gift cards or gift certificates. The  
6 Merchandise Certificates may not be used for past purchases, layaway, or to purchase gift cards  
7 or certificates. They will not be replaced if lost, stolen, or damaged, and copies will not be  
8 accepted. No minimum purchase amount is required to use them. Other than as specified herein,  
9 they are not redeemable for cash.

10 1.14 The term "Litigation" means the underlying litigation between the Parties as  
11 identified in the above-captioned case.

12 1.15 The term "Monetary Component" as used herein means \$4,854,000 to be made  
13 available by Ross pursuant to the Settlement, which represents Ross's total monetary liability  
14 under the Agreement or otherwise pursuant to the Settlement.

15 1.16 The term "Notice" as used herein means a document substantially in the form of  
16 the Notice of Proposed Class Action Settlement Between Plaintiffs and Ross attached hereto as  
17 Exhibit 2, which has been agreed to by the Parties, subject to the Court's approval, and which the  
18 Claims Administrator will make available through the Settlement Website, explaining the terms  
19 of the Settlement and the Claims, Opt-Out, and objection processes.

20 1.17 The term "Notice and Administration Costs" as used herein means the costs to  
21 send notice and administer the Settlement as contemplated by the Agreement.

22 1.18 The term "Opt-Out Request Form" as used herein means a form that will be  
23 available for download on the Settlement Website, which can be used by Settlement Class  
24 Members to request to opt out of the Settlement. Settlement Class Members are not required to  
25 use the Opt-Out Request Form to communicate their desire to opt out of the Settlement to the  
26 Claims Administrator.

27 1.19 The term "Parties" as used herein means the Class Representatives, the Settlement  
28 Class, and Ross.

1           1.20    The term “Publication Notice” as used herein means a document substantially in  
2 the form attached hereto as Exhibit 4, which has been agreed to by the Parties, subject to the  
3 Court’s approval, and which will be published in accordance with the terms of the Settlement.

4           1.21    The term “Releasing Settlement Class Members” as used herein means the Class  
5 Representatives and all Settlement Class Members, other than those who submit timely Requests  
6 to Opt Out.

7           1.22    The term “Request to Opt Out” as used herein means a request sent to the Claims  
8 Administrator by any Settlement Class Member wishing to opt out or exclude themselves from  
9 the Settlement.

10          1.23    The term “Settlement” as used herein means the compromise and settlement of the  
11 Litigation as contemplated by the Agreement.

12          1.24    The term “Settlement Class” as used herein and for purposes of the Settlement  
13 only, means all persons in the United States who purchased (and who did not receive a refund or  
14 credit for all their purchases) from Ross any item with a price tag that included a comparison  
15 price that was higher than the sales price during the Settlement Class Period. Excluded from the  
16 Settlement Class are Ross’s past and present officers, directors, employees, agents or affiliates,  
17 and any judge who presides over the Litigation.

18          1.25    The term “Settlement Class Member Released Claims” as used herein means the  
19 claims, rights, penalties, demands, damages, debts, and accounts, duties, costs and expenses  
20 (other than those costs and expenses required to be paid pursuant to the Agreement), liens,  
21 charges, complaints, causes of action, obligations, or liabilities that are released, acquitted, and  
22 discharged as described below.

23          1.26    The term “Settlement Class Members” as used herein means the Class  
24 Representatives and all members of the Settlement Class.

25          1.27    The term “Settlement Class Period” as used herein and for purposes of the  
26 Settlement only means the period of time between June 20, 2011, and the present.

27          1.28    The term “Settlement Effective Date” as used herein means the last date on which  
28 all of the following have occurred:



1           1.28.1 The Court enters the Final Judgment approving the Settlement in a manner  
2 substantially consistent with the terms and intent of the Agreement; and

3           1.28.2 Either (i) thirty-five (35) days have passed after completed service on the  
4 parties to the Litigation and all objectors to the Settlement, if any, of notice of entry to the Final  
5 Judgment, and every order awarding attorneys' fees, and within such time no appeal is taken or  
6 extension for such appeal is granted; or (ii) if an appeal is taken or an extension for such appeal is  
7 granted with respect to entry of the Final Judgment, the date when all appellate rights with respect  
8 to the Final Judgment have expired or have been exhausted in such a manner as to affirm the  
9 Final Judgment, and when no further appeals are possible, including review by the United States  
10 Supreme Court, and the appellate court has by final order affirmed the Final Judgment, or has  
11 denied review, or the appellant otherwise has exhausted all appellate remedies.

12           1.29 The term "Settlement Website" as used herein means an Internet website  
13 maintained by the Claims Administrator containing the Notice, Claim Form, Opt-Out Request  
14 Form, instructions on how to submit a Claim Form and/or on how to Opt-Out or Object to the  
15 Settlement, and where Merchandise Certificates may be obtained. The Settlement Website is:  
16 rosspricingsettlement.com.

17           1.30 The term "Verified Claims" as used herein means those Claims that are approved  
18 by the Claims Administrator for payment after the deadline for audits allowable has expired or, if  
19 an audit or objection is made, after all audits or objections have been resolved in accordance with  
20 the sections below.

## 21 **2. Settlement Class**

22           2.1 The Parties agree that, for purposes of the Agreement only, Class Representatives  
23 shall request, and Ross will not oppose, certification of the Settlement Class pursuant to Federal  
24 Rule of Civil Procedure 23(b)(3), to which Ross will provide settlement consideration and from  
25 which Ross will obtain a release of claims, subject to the Court's preliminary approval of the  
26 Agreement, the section of the Notice to members of the Settlement Class and the Court's final  
27 approval of the Notice provided and the Agreement.

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1           2.2     The Parties agree that, for purposes of the Agreement only, Class Representatives  
2 shall request, and Ross will not oppose, the Court’s appointment of Class Counsel as counsel for  
3 the Settlement Class and the appointment of the Class Representatives as representatives of the  
4 Settlement Class.

5           2.3     The Parties agree that the operative complaint in the Litigation can and shall be  
6 amended as necessary and/or as required by the Court to effectuate the terms of the Agreement.

7           2.4     The Settlement is conditioned on the Court certifying the Settlement Class. The  
8 Parties and Class Counsel agree that, if approved, certification of the Settlement Class is a  
9 conditional certification for settlement purposes only, and if for any reason the Court does not  
10 enter the Final Judgment, or if the Final Judgment is not entered following appeal of any order by  
11 the Court, the certification of the Settlement Class shall be deemed null and void, and each Party  
12 shall retain all their respective rights as they existed prior to the execution of the Agreement. In  
13 the event that the Court does not enter the Final Judgment: (i) any Court orders preliminarily or  
14 finally approving the certification of any class contemplated by the Agreement shall be null, void,  
15 and vacated, and they shall not be used or cited thereafter by any person or entity; and (ii) the fact  
16 of the settlement reflected in the Agreement, that Ross did not oppose the certification of any  
17 class under the Agreement, or that the Court preliminarily approved the certification of any  
18 settlement class, shall not be used or cited thereafter by any person or entity, including in any  
19 manner whatsoever, including without limitation any contested proceeding relating to the  
20 certification of any class.

### 21     **3.     Settlement Consideration**

#### 22     Monetary Component

23           3.1     Subject to the other terms and conditions of the Agreement, and subject to the  
24 Court’s approval, Ross will contribute \$4,854,000 for the Monetary Component of the  
25 Settlement. The Monetary Component will be comprised of the following:

26           3.1.1   Following the Settlement Effective Date and after the deductions described  
27 in Sections 3.1.2 through 3.1.4 below, the remaining value of the Monetary Component will be  
28 distributed on a pro rata basis in the form of Ross Merchandise Certificates to members of the

1 Settlement Class who submit a valid Claim. The value of each Merchandise Certificate shall be  
2 determined by dividing the remaining value of the Monetary Component by the number of Class  
3 Members who submit a valid Claim.

4 3.1.2 The Notice and Administration Costs incurred in accordance with the  
5 Agreement up to \$600,000 (“Administrative Costs Portion”).

6 3.1.3 Class Counsel may apply to the Court for an award of reasonable  
7 Attorneys’ Fees not to exceed 25% of the Monetary Component of the Settlement and costs not to  
8 exceed \$50,000. In the event that the Court does not approve the award of Attorneys’ Fees and  
9 Costs requested by Class Counsel, or if the Court awards Attorneys’ Fees and Costs in an amount  
10 less than that requested by Class Counsel, the amount that is not awarded will be available for  
11 distribution to the Class, and the Court’s decision shall not affect the validity and enforceability  
12 of the Settlement, and it shall not be a basis for anyone to seek to void the Settlement or for  
13 rendering the entire Settlement null, void, or unenforceable. Class Counsel retain their right to  
14 appeal any decision by the Court regarding the Court’s award of Attorneys’ Fees and Costs.

15 3.1.4 Class Counsel may seek a Class Representative Incentive Payment for each  
16 Class Representative in the amount of \$5,000 each, for a total of \$10,000. Ross will not oppose  
17 this application. Any request made by Class Counsel in accordance with this section is without  
18 prejudice to the Class Representative’s right to file a Claim as a Settlement Class Member. In the  
19 event that Class Counsel does not seek or the Court does not approve the Class Representative  
20 Incentive Payment, or the Court awards an amount that is less than sought, the amount that is not  
21 awarded will be available for distribution to the Class and shall not affect the validity and  
22 enforceability of the Settlement, and it shall not be a basis for anyone to seek to void the  
23 Settlement or for rendering the entire Settlement null, void, or unenforceable.

24 3.2 The payments identified in Sections 3.1.1 through 3.1.4 of the Agreement shall be  
25 paid solely from the Monetary Component. The \$4,854,000 Monetary Component as described  
26 above shall be the total amount owed by Ross in the Settlement. Ross will not be obligated to pay  
27 any additional sums and shall have no other monetary liability for any costs or expenses related to  
28 the Settlement, including without limitation the costs of administering the Settlement, preparation

1 of Notice, oversight and reporting of the Notice program, establishing the appropriate website, tax  
2 filing, and distributions. All such costs shall be included within and paid from the Notice and  
3 Administration Costs of the Monetary Component.

4 3.3 Each Claimant who receives any value paid in accordance with the Agreement is  
5 responsible for any taxes associated with the monies received by that recipient.

6 Injunctive Relief

7 3.4 Compliance with Law. Ross agrees that its advertising and pricing practices as of  
8 the date of the Agreement, and continuing forward, will not violate Federal or California Law,  
9 including California's specific price-comparison advertising statutes and FTC regulations,  
10 including without limitation the FTC Pricing Guides, 16 C.F.R. §233.2.

11 3.5 Additional Signage. No later than thirty (30) days after the Settlement Effective  
12 Date, Ross shall:

13 3.5.1 Post prominently a description of its comparison pricing practices at least  
14 at or near the main entrance to all of its stores and in another prominent location within each  
15 store; and

16 3.5.2 Augment its Primary Signage with additional signage throughout its stores  
17 that directs customers to additional detail about Ross's comparison pricing practices.

18 3.6 Monitoring and Training. Ross's compliance program shall consist of periodic (no  
19 less than once a calendar year) monitoring, training, and reasonable efforts to ensure compliance  
20 with California and Federal price comparison laws.

21 3.7 No Restriction on Speech. Nothing in the Agreement shall be interpreted to  
22 restrict Ross from communicating with its customers in a manner permitted by applicable law.

23 **4. Notice to the Class**

24 4.1 Given the expected size of the Settlement Class and Ross's lack of mailing address  
25 information for Settlement Class Members, the Parties agree that direct notice via email is the  
26 best practicable notice for those Settlement Class Members for which such information exists.  
27 Recognizing that there are Settlement Class Members for whom email mailing addresses are not  
28

1 available, notice by print publication as agreed to by the Parties and authorized by the Court will  
2 be used to supplement the Email Notice.

3 4.1.1 The Email Notice shall advise Settlement Class Members of the deadline  
4 for submitting Claim Forms, their right to opt out of the Settlement or to object to the Settlement,  
5 the process by which such opt-outs or objections must be made, and the date set by the Court for  
6 a hearing on final approval of the Settlement. Subject to the Court's approval, the Email Notice  
7 shall be substantially in the form attached hereto as Exhibit 3.

8 4.1.2 Because the sales made during the Settlement Class Period do not have  
9 corresponding customer names or addresses associated with them, the Parties agree that notice by  
10 publication would be the best practicable notice for the balance of the Settlement Class. This  
11 "Publication Notice" shall include instructions as to how to access the Settlement Website, how to  
12 request a Claim Form, and how to submit it. The Publication Notice shall also advise Settlement  
13 Class Members of their right to opt out of the Settlement or to object to the Settlement, the  
14 process and deadlines by which such opt-outs or objections must be made, and the date set by the  
15 Court for a hearing on final approval of the Settlement. Subject to the Court's approval, the  
16 Publication Notice shall be substantially in the form attached hereto as Exhibit 4.

17 4.2 Ross will provide the Class List to the Claims Administrator in sufficient time for  
18 Notice to go out. Ross and Plaintiffs agree that all Class List information shall be treated as  
19 highly confidential proprietary information, and that the contents of the Class List shall not be  
20 shared with third parties other than the Claims Administrator and that the Claims Administrator,  
21 and its agents, affiliates, and/or subcontractor (if any) shall be required to strictly preserve the  
22 confidentiality of the Class List.

23 4.3 The Email Notice shall be sent to Settlement Class Members within  
24 thirty (30) days following the Court's preliminary approval of the Settlement, provided that any  
25 challenges or other barriers to the use of Email Notice have been resolved. The Publication  
26 Notice shall be published on the soonest practicable date after preliminary approval by the Court,  
27 but in no event shall it commence more than ten (10) days after the Postcard Notice is sent.  
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1           4.4     The Email Notice, Claim Form, Opt-Out Request Form, CAC, the Agreement, and  
2 other materials as agreed to by the Parties shall be available on the Settlement Website. The  
3 Claims Administrator shall also establish a toll-free phone line and an email box to respond to  
4 inquiries from Settlement Class Members. The Settlement Website address, toll-free phone  
5 number, and email box address will be included in all notices to the Class.

6     **5.     Submission of Claims**

7           5.1     To be eligible to receive a share of the Monetary Component, a Settlement Class  
8 Member must submit a completed Claim Form within ninety (90) days from the date Notice is  
9 disseminated. Only those Settlement Class Members who submit a valid and approved Claim  
10 Form shall be eligible to receive a Merchandise Certificate. For a Claim Form to be considered  
11 timely, the Claims Administrator must receive the completed Claim Form by 11:59 p.m. Pacific  
12 Time on the ninetieth (90<sup>th</sup>) day from the date Notice is disseminated. These deadlines shall be  
13 set forth clearly in the Notice.

14          5.2     For a Claim Form to be approved, the Claimant must meet the following criteria:

15                 5.2.1    Claim Forms shall be executed but need not be notarized; and

16                 5.2.2    Claim Forms shall be submitted. Claimants will be directed to submit their  
17 Claim Forms electronically on the Settlement Website, but also may submit them by regular mail.

18          5.3     Claim Forms and Opt-Out Request Forms shall be available on the Settlement  
19 Website. The Email Notice, and Publication Notice shall direct Settlement Class Members to the  
20 Settlement Website, which shall contain the Claim Form, Opt-Out Request Form, and other  
21 documentation concerning the Litigation and Settlement. Settlement Class Members may also  
22 request to receive a Claim Form or Opt-Out Request Form via U.S. Mail.

23          5.4     Submission of more than one Claim Form, or submission of an incomplete Claim  
24 Form, may render the Claim Form submitted by that Settlement Class Member invalid. The  
25 Claims Administrator shall send to all Settlement Class Members who have submitted an  
26 incomplete or duplicative Claim Form a notice of deficiency with instructions on how to cure the  
27 deficiency. Settlement Class Members will have thirty (30) days to cure deficiencies.  
28

1           5.5     Within twenty (20) days after the deadline to submit Claim Forms, the Claims  
2 Administrator shall provide a spreadsheet to Class Counsel and to Ross that contains sufficient  
3 information for the Parties to determine the number of approved Claims made by the members of  
4 the Settlement Class. The Claims Administrator shall also provide information regarding rejected  
5 Claims, as well as the reasons why each Claim was rejected. The Claims Administrator shall  
6 retain the originals of all Claim Forms (including any envelopes with the postmarks) received  
7 from Claimants and shall make copies of the originals available to Ross or Class Counsel within  
8 three (3) business days upon request.

9           5.6     Class Counsel and Ross shall each have the right to audit the information provided  
10 in any Claim Form, and to challenge the Claims Administrator's determinations regarding  
11 approval or denial of each Claim Form, in accordance with the following procedures:

12                 5.6.1    Within fourteen (14) days of having received the information contemplated  
13 by Section 5.5 of the Agreement, Class Counsel and Ross shall meet and confer regarding any  
14 issues that either Class Counsel or Ross believes need to be raised with the Claims Administrator.  
15 Class Counsel and Ross agree to use their best efforts to resolve any disputes. If Class Counsel  
16 and Ross cannot resolve these issues within twenty-eight (28) days of having received the  
17 information contemplated by Section 5.5 of the Agreement, then Class Counsel or Ross may,  
18 within five (5) days of the expiration of the above twenty-eight (28) day period, provide written  
19 notice of their intent to audit the Claims Administrator's determinations with respect to a  
20 particular Claim or Claims.

21                 5.6.2    If the audit is filed with the Claims Administrator, the decision of the  
22 Claims Administrator may be appealed, within fourteen (14) days of receipt of the Claims  
23 Administrator's decision, to the Court. All decisions by the Court, or such person as the Court  
24 may direct, regarding audits shall be made expeditiously and are binding, final decisions that shall  
25 not be subject to appeal by any Party. If a decision by the Claims Administrators is not presented  
26 to the Court or to such person as the Court may direct, within fourteen (14) days of issuance, the  
27 decision of the Claims Administrator becomes a binding, final decision not subject to further  
28 appeal.

1                   5.6.3 Class Counsel and Ross may invoke their rights under these sections by  
2 providing written notice to each other and to the Claims Administrator. The notice shall identify  
3 the Claims that are the subject of the audit and may be accompanied by supporting papers of no  
4 more than two (2) pages, double-spaced, 12-point type font (excluding exhibits).

5                   5.6.4 Within fourteen (14) days of receipt of the notice and supporting papers,  
6 the non-auditing party may submit a written response of no more than two (2) pages,  
7 double-spaced, 12-point type font (excluding exhibits).

8                   5.6.5 Given the cost of the audit process relative to the size of the individual  
9 claims, the Parties shall only appeal an audit decision to the Court, or to such person as the Court  
10 may direct, if the audit decision affects at least 100 Claims. Audit decisions by the Claims  
11 Administrator affecting fewer than 100 Claims shall be final and non-appealable.

12                   5.6.6 Notice of audits and any paperwork submitted in support of, or in response  
13 to, any audit, and the decisions by the Claims Administrator may be served by email or United  
14 States Mail.

## 15       **6. Opt-Out Process**

16                   6.1 A Settlement Class Member who wishes to exclude himself or herself from the  
17 Settlement and from the release of claims pursuant to the Settlement shall submit Request to Opt  
18 Out. For a Request to Opt Out to be accepted, it must be timely and valid. To be timely, it must  
19 be postmarked by the date that is ninety (90) days after the last date Notice is disseminated. To  
20 be valid, the Request to Opt Out must be signed and dated. Opt-Out Request Forms, substantially  
21 similar to the attached Exhibit 5, shall be available for download from the Settlement Website  
22 and, upon request by a Settlement Class Member, made available by the Claims Administrator  
23 through First Class Mail.

24                   6.2 A Settlement Class Member who submits a Request to Opt Out is not eligible to  
25 recover a share of the Monetary Component, except that if any Settlement Class Member submits  
26 both a Request to Opt Out and a Claim Form, the Request to Opt Out will be rejected, the  
27 Settlement Class Member will be treated as if they are still a member of the class, and the Claim  
28 Form will be treated as valid, if it meets the requirements detailed above, and processed.



1           6.3     The Claims Administrator shall maintain a list of persons who have excluded  
2 themselves and shall provide such list to the Parties upon request. The Claims Administrator  
3 shall retain the originals of all Requests to Opt Out (including the envelopes with the postmarks)  
4 received from Settlement Class Members and shall make copies of the originals available to Ross  
5 or Class Counsel within three (3) business days upon request.

6           6.4     Ross, at its sole discretion, has the right to terminate the Settlement if more than  
7 five thousand (5,000) Class Members opt out of the Settlement Class and if Ross notifies Class  
8 Counsel in writing that it has elected to terminate the Agreement. If the Agreement is terminated,  
9 it will be deemed null, void, and unenforceable.

## 10     **7.     Objection Process**

11           7.1     A Settlement Class Member who wishes to object to the Settlement must notify  
12 the Court of his or her objection, in writing, within ninety (90) days of the last date Notice is  
13 disseminated.

14           7.2     To be considered valid, an objection must be in writing, must include the  
15 objector's name and address, and must include the basis for the objection, along with any and all  
16 documents that support the objection. The objection must also indicate whether or not the  
17 objector intends to appear at the hearing on the motion for final approval of the Settlement. The  
18 objection must be filed with the Court on or before the deadline in Section 7.1. Additional  
19 instructions regarding how to object to the Settlement are contained in the Notices.

20           7.3     Settlement Class Members who do not file a timely written objection in  
21 accordance with the procedures set forth in the Agreement shall be deemed to have waived any  
22 objections to the Settlement and shall forever be foreclosed from making any objection (whether  
23 by appeal or otherwise) to the Settlement, or any aspect of the Settlement, including without  
24 limitation the fairness, reasonableness, or adequacy of the Settlement, or any award of Attorneys'  
25 Fees and Costs, reimbursement of costs and expenses, and/or the Class Representative Incentive  
26 Payments.

1 **8. Distribution Process**

2 8.1 Within ten (10) business days following the Settlement Effective Date, Ross shall  
3 pay by wire transfer to an account, on behalf of the Claims Administrator, monies sufficient to  
4 cover that portion of the Monetary Component comprising the Notice and Administration Costs.

5 8.2 Within ten (10) business days following the Settlement Effective Date, Ross shall  
6 pay by wire transfer to an account, on behalf of Class Counsel, monies sufficient to cover that  
7 portion of the Monetary Component comprising the Attorneys' Fees and Costs and Class  
8 Representative Incentive Payments awarded by the Court.

9 8.3 Within ninety (90) days following the Settlement Effective Date, Ross shall  
10 provide a sufficient number of plastic Merchandise Certificates to the Claims Administrator for  
11 distribution to all Claimants. A Merchandise Certificate will entitle a Claimant to a pro rata share  
12 of the Monetary Component of the Settlement as described in Section 3.1.1 above on the terms  
13 provided for in Section 1.13 above. The Claims Administrator shall distribute the Merchandise  
14 Certificates to Claimants within thirty (30) business days of receiving them from Ross.

15 **9. Comprehensive Waiver, Release, and Dismissal**

16 9.1 Settlement Class Member Released Claims – Released by Settlement Class  
17 Members:

18 9.1.1 Subject to the Court's entry of the Final Judgment, and for good and  
19 valuable consideration set forth herein, the receipt and sufficiency of which is hereby  
20 acknowledged, all Releasing Settlement Class Members do hereby irrevocably release, acquit,  
21 and forever discharge Ross (and all past and present affiliates, divisions, parents, or subsidiaries,  
22 officers, directors, employees, agents, and attorneys) against any and all claims, rights, penalties,  
23 demands, damages, costs and expenses (including attorneys' fees and costs other than those costs  
24 and expenses required to be paid pursuant to the Agreement), causes of action, or liability of any  
25 kind arising out of or in connection with all of the claims or causes of action that were made or  
26 could have been made in the Litigation or in any other forum relating, in whole or in part, to the  
27 alleged acts, omissions, facts, matters, transactions, and circumstances asserted in the Litigation,  
28

1 including assertions that Ross has used false or misleading comparison price advertising on Ross  
2 price tags on items sold at Ross stores during the Class Period.

3 9.1.2 The Settlement Class Member Released Claims includes a release of all  
4 claims for Attorneys' Fees and Costs incurred by Releasing Settlement Class Members or by  
5 Class Counsel or any other attorney in connection with the Litigation and the Settlement.

6 9.1.3 Releasing Settlement Class Members understand and agree that the release  
7 of the Settlement Class Member Released Claims is a full and final general release applying to  
8 both those Settlement Class Member Released Claims that are currently known, anticipated, or  
9 disclosed to Releasing Settlement Class Members and to all those Settlement Class Member  
10 Released Claims that are presently unknown, unanticipated, or undisclosed to any Releasing  
11 Settlement Class Members arising out of the alleged facts, circumstances, and occurrences  
12 underlying: (i) the claims set forth in the Litigation; or (ii) Ross's conduct with respect to the  
13 Litigation. Releasing Settlement Class Members acknowledge that the facts could be different  
14 than they now know or suspect to be the case, but they are nonetheless releasing all such  
15 unknown claims. In exchange for the good and valuable consideration set forth herein, all  
16 Releasing Settlement Class Members further waive any and all rights or benefits that they as  
17 individuals or the class may now have as a result of the alleged facts, circumstances, and  
18 occurrences underlying the claims set forth in the Litigation under the terms of § 1542 of the  
19 California Civil Code (or similar statute in effect in any other jurisdiction), which provides as  
20 follows:

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

26 9.2 Ross's Released Claims – Release by Ross:

27 9.2.1 Subject to the Court's entry of the Final Judgment, and for good and  
28 valuable consideration set forth herein, the receipt and sufficiency of which is hereby

1 acknowledged, Ross does hereby irrevocably release, acquit, and forever discharge all Releasing  
2 Settlement Class Members of and from any and all claims, rights, penalties, demands, damages,  
3 debts, accounts, duties, attorneys' fees, costs and expenses, liens, charges, complaints, causes of  
4 action, obligations, or liabilities that could have been asserted but were not asserted as a  
5 compulsory counterclaim against Releasing Settlement Class Members in the Litigation.

6 9.2.2 Ross understands and agrees that the release of its Released Claims is a full  
7 and final general release applying to both those Released Claims that are currently known,  
8 anticipated, or disclosed to Ross and to all those Released Claims that are presently unknown,  
9 unanticipated, or undisclosed to Ross arising out of the alleged facts, circumstances, and  
10 occurrences, underlying any compulsory counterclaim that could have been asserted in the  
11 Litigation. Ross acknowledges that the facts could be different than it now knows or suspects to  
12 be the case, but it is nonetheless releasing all such unknown counterclaims. In exchange for the  
13 good and valuable consideration set forth herein, Ross further waives any and all rights or  
14 benefits at it may now have as a result of the alleged facts, circumstances, and occurrences  
15 underlying such a potential compulsory counterclaim under the terms of § 1542(a) of the  
16 California Civil Code (or similar statute in effect in any other jurisdiction), which provides as  
17 follows:

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

23 9.3 The Parties acknowledge that the Settlement, including the releases provided in  
24 Section 9, reflects a compromise of disputed claims.

25 9.4 The Final Judgment shall dismiss the Litigation with prejudice as to Ross and shall  
26 incorporate the terms of this release.

1 **10. Duties of The Parties With Respect to Preliminary Court Approval**

2 10.1 On or before [March 5, 2018, or such other date as the Court approves, Class  
3 Counsel shall apply to the Court for the entry of an order granting Preliminary Approval of the  
4 Settlement substantially in the following form:

5 10.1.1 Conditionally certifying the Settlement Class;

6 10.1.2 Preliminarily approving the Settlement;

7 10.1.3 Approving as to form and content the proposed notices and notice plan,  
8 including the Email and Publication Notices, Claim Form, and Opt-Out Request Form;

9 10.1.4 Scheduling a fairness hearing on the question of whether the proposed  
10 Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class;

11 10.1.5 Approving Jose Jacobo and Theresa Metoyer as Settlement Class  
12 Representatives;

13 10.1.6 Approving as Class Counsel for the Settlement Class, Douglas Caiafa of  
14 DOUGLAS CAIAFA, A Professional Law Corporation, and Christopher J. Morosoff of the LAW  
15 OFFICE OF CHRISTOPHER J. MOROSOFF; and

16 10.1.7 Approving KCC LLC as Claims Administrator.

17 10.2 Ross shall cooperate with Class Counsel as reasonably necessary to obtain  
18 Preliminary Approval of the Settlement in accordance with the terms of the Agreement.

19 **11. Duties of The Parties Following Preliminary Court Approval**

20 11.1 Following preliminary approval by the Court of the Settlement, and prior to the  
21 final fairness hearing, Class Counsel will submit a proposed Final Judgment that will be agreed to  
22 by the Parties. The proposed Final Judgment shall:

23 11.1.1 Approve the Settlement, adjudging the terms thereof to be fair, reasonable,  
24 and adequate, and directing consummation of its terms and sections;

25 11.1.2 Approve Class Counsel's application for an award of Attorneys' Fees and  
26 Costs;

27 11.1.3 Approve the Class Representative Incentive Payments;

28

1                   11.1.4 Certify the Settlement Class for Settlement purposes only in accordance  
2 with applicable legal standards and the Agreement; and

3                   11.1.5 Dismiss the Litigation between the Class Representatives and the  
4 Settlement Class Members, on the one hand, and Ross on the other hand, on the merits and with  
5 prejudice and permanently bar the Class Representatives, and all Settlement Class Members  
6 (other than those who timely filed valid Opt-Out Requests) from further prosecuting any of the  
7 Settlement Class Member Released Claims against Ross.

8                   11.2 Ross shall cooperate with Class Counsel as necessary to obtain entry of the Final  
9 Judgment, in accordance with the terms of the Agreement, and the dismissal with prejudice of the  
10 Litigation as to Ross.

11                  11.3 The Final Judgment shall not be considered final until the occurrence of the  
12 Settlement Effective Date.

13 **12. Mutual Full Cooperation**

14                  12.1 The Parties agree to cooperate fully with each other to accomplish the terms of the  
15 Settlement, including, but not limited to, execution of all necessary documents, and to take such  
16 other action as may reasonably be necessary to implement the terms of the Settlement. The  
17 Parties shall use their best efforts, including all efforts contemplated by the Settlement and any  
18 other efforts that may become necessary by order of the Court or otherwise, to effectuate the  
19 terms of the Settlement. As soon as practicable after execution of the Agreement, Class Counsel  
20 shall, with the assistance and cooperation of Ross and its counsel, take all necessary steps to  
21 secure the Final Judgment.

22 **13. Statement of No Admission**

23                  13.1 Nothing contained in the Agreement or the Settlement shall be construed as or  
24 deemed an admission of liability, culpability, or wrongdoing. Ross expressly denies liability for  
25 the claims asserted and specifically denies and does not admit any of the pleaded facts not  
26 admitted in its pleadings in the Litigation. Nor shall the Agreement or the Settlement constitute  
27 an admission by Ross as to any interpretation of laws or as to the merits, validity, or accuracy of  
28 any claims made against it in the Litigation. Likewise, nothing in the Agreement shall be

1 construed as or deemed an admission by Class Representatives or the Settlement Class with  
2 regard to the validity of any of Ross's defenses or affirmative defenses. Each of the Parties has  
3 entered into the Agreement and the Settlement with the intention to avoid further disputes and  
4 litigation with the attendant inconvenience and expenses.

5 13.2 The Agreement, and all related documents, the certification for settlement  
6 purposes entered pursuant to the Agreement, and any Claim Forms, Requests to Opt-out or  
7 Objections submitted by Settlement Class Members and all other actions taken in implementation  
8 of the Settlement, including any statements, discussions, or communications, and any materials  
9 prepared, exchanged, issued, or used during the course of the negotiations leading to the  
10 Agreement, are settlement documents and shall be inadmissible in evidence and shall not be used  
11 for any purpose in the Litigation or any other judicial, arbitral, administrative, investigative, or  
12 other court tribunal, forum, or proceeding, or any other litigation against Ross, for any purpose,  
13 except in an action or proceeding to approve, interpret, or enforce the terms of the Agreement.

14 13.3 The Claim Forms, Opt-Out Requests or Objections, or other evidence produced or  
15 created by any Settlement Class Member in connection with the claims resolution procedures  
16 pursuant to the Settlement, and any actions taken by Ross in response to such Claim Forms,  
17 Opt-Out Requests, Objections, or other evidence, do not constitute, and will not be deemed to  
18 constitute, an admission by Ross of any violation of any federal, state, or local law, statute,  
19 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity.

## 20 **14. Voiding The Agreement**

21 14.1 In the event that the Court disapproves or sets aside the Agreement or any material  
22 part of the Agreement for any reason, or holds that it will not enter the Final Judgment without  
23 material modification, or holds that the entry of the Final Judgment or any material part thereof  
24 should be overturned or modified in any material way, then:

25 14.1.1 If all Parties do not agree jointly to appeal such ruling, the Agreement will  
26 become null and void, and the Parties stipulate to joint motions (i) that any and all orders entered  
27 pursuant to the Agreement be vacated; and (ii) that any and all dismissals pursuant to the  
28 Agreement will be vacated; or

1                   14.1.2 If the Parties do agree to jointly appeal such ruling and if the Final  
2 Judgment or its equivalent in all material respects is not in effect after the termination of all  
3 proceedings arising out of such appeal, the Agreement will become null and void, and the Parties  
4 stipulate to joint motions (i) that any and all orders entered pursuant to the Agreement be vacated,  
5 including without limitation any order modifying the class certification order or permitting  
6 amendment of the complaint to conform the complaint to the class definition set out in Section  
7 1.24; and (ii) that any and all dismissals pursuant to the Agreement will be vacated; and the  
8 Litigation will resume in the Circuit Court.

9                   14.2 In the event that the Court does not approve the Attorneys' Fees and Costs in the  
10 amount requested by Class Counsel, or in the event that the Attorneys' Fees and Costs requested  
11 by Class Counsel are reduced, that finding shall not be a basis for rendering the entire Agreement  
12 null, void, or unenforceable. Class Counsel retains their right to appeal any decision by the Court  
13 regarding the Attorneys' Fees and Costs.

14 **15. Authority to Execute**

15                   15.1 The respective signatories to the Agreement each represent that they are fully  
16 authorized to enter into the Settlement on behalf of the respective Parties for submission to the  
17 Court for preliminary and final approval.

18 **16. No Prior Assignments**

19                   16.1 The Parties represent, covenant, and warrant that they have not directly or  
20 indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber, to any  
21 person or entity any portion of any liability, claim, demand, action, cause of action, or right  
22 released and discharged in the Settlement.

23 **17. Miscellaneous Sections**

24                   17.1 Construction. The Parties agree that the terms and conditions of the Settlement are  
25 the result of lengthy, intensive, arms-length negotiations between the Parties and that the  
26 Settlement shall not be construed in favor of or against any party by reason of the extent to which  
27 any party or her or his counsel participated in the drafting of the Settlement.  
28



1           17.2   Captions and Interpretations. Section titles or captions contained in the Agreement  
2 are a matter of convenience and for reference, and they in no way define, limit, extend, or  
3 describe the scope of the Settlement or any section of the Agreement.

4           17.3   Modification. The Agreement may not be changed, altered, or modified, except in  
5 a writing signed by the Parties and approved by the Court. Notwithstanding the foregoing, the  
6 Parties agree that any dates contained in the Agreement may be modified by agreement of the  
7 Parties without Court approval if the Parties agree and cause exists for such modification. The  
8 Settlement may not be discharged except by performance in accordance with its terms or by a  
9 writing signed by the Parties.

10          17.4   Integration Clause. The Agreement, the Exhibits hereto, and any other documents  
11 delivered pursuant hereto contain the entire agreement between the Parties relating to the  
12 resolution of the Litigation, and all prior or contemporaneous agreements, understandings,  
13 representations, and statements, whether oral or written and whether by Party or such Party's  
14 legal counsel, are merged in the Agreement. No rights under the Settlement may be waived  
15 except in writing and signed by the Party against whom such waiver is to be enforced.

16          17.5   Binding on Assigns. The Settlement shall be binding upon, and inure to the  
17 benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors,  
18 and assigns.

19          17.6   Binding on Settlement Class Members. It is agreed that because the Settlement  
20 Class is large, it is impossible or impractical to have each Settlement Class Member execute the  
21 Agreement. The Email and Publication Notices will provide all Settlement Class Members with a  
22 summary of the Settlement and will advise all Settlement Class Members of the binding nature of  
23 the release. Excepting only those Settlement Class Members who timely submit an Opt-Out  
24 Request, the Email and Publication Notice shall have the same force and effect as if the  
25 Agreement was executed by each Settlement Class Member.

26          17.7   Counterparts. The Agreement may be executed by .pdf signature and in any  
27 number of counterparts, and when each Party has signed and delivered to each other at least one  
28 such counterpart, each counterpart shall be deemed an original, and, when taken together with

1 other signed counterparts, they shall constitute one and the same Agreement, which shall be  
2 binding upon and effective as to all Parties.

3 17.8 Applicable Law. The Agreement shall be governed by California law without  
4 regard to its choice of law or conflicts of law principles or provisions.

## 5 **18. Disputes**

6 18.1 Mediation. The Parties agree that they will first attempt to resolve any  
7 disagreements or disputes over the implementation of the terms of the Settlement, the Agreement,  
8 or any other documents necessary to effectuate the Settlement through mediation with Bruce A.  
9 Friedman or through another mediator who is mutually agreeable to the Parties. In the event that  
10 one or more of the Parties institutes a legal action, arbitration, or other proceeding against any  
11 other Party or Parties to enforce the sections of the Settlement or to declare rights and/or  
12 obligations under the Settlement, they will bear their own costs, expenses, and attorney's fees.

## 13 **19. Confidentiality**

14 19.1 Any and all negotiations related to the Settlement and the Agreement will remain  
15 strictly confidential and shall not be discussed with anyone other than the Class Representatives  
16 and Ross, their retained attorneys, their accountants and financial or tax advisers, the retained  
17 consultants, the Court, and the mediator Bruce A. Friedman and his staff, unless otherwise agreed  
18 to by Class Counsel and Ross or unless otherwise ordered by the Court. The Parties will not issue  
19 any press release or equivalent, nor make any public statement, nor will they respond to any press  
20 or media inquiry, other than to state that the case has been settled and to direct any member of the  
21 press or media to the Settlement Website, the Agreement, and the documents publicly filed in the  
22 Litigation. This section does not prohibit the Parties from presenting to the Court as much  
23 information about their settlement negotiations as they mutually agree is necessary, or as the  
24 Court requires, to procure approval of the Settlement.

## 25 **20. Documents and Discovery**

26 20.1 Within thirty (30) days after the Settlement Effective Date, Class Counsel agrees  
27 to take steps necessary to destroy or erase all documents and data provided by Ross in the  
28 Litigation. Upon request from Ross, Class Counsel shall certify in writing to Ross their

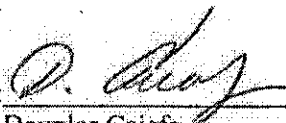
1 compliance with this section. Nothing in this section or the Agreement shall prohibit Class  
2 Counsel from retaining a case file, including all pleadings, motion papers, court filings,  
3 deposition transcripts, legal memoranda, correspondence, notes, and work product, so long as any  
4 exhibits to such documents that contain documents or data marked “CONFIDENTIAL” or  
5 “HIGHLY CONFIDENTIAL” continue to be treated as such under the Protective Order in this  
6 case.

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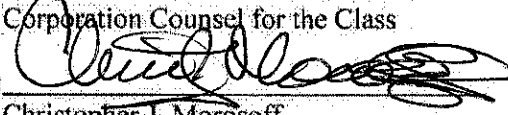
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FOR PLAINTIFFS AND THE PLAINTIFF CLASS

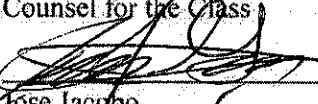
Dated: 4/10/18

By:   
Douglas Caiafa  
Douglas Caiafa, A Professional Law  
Corporation Counsel for the Class

Dated: 4/13/18

By:   
Christopher J. Morosoff  
Law Office of Christopher J. Morosoff  
Counsel for the Class

Dated: 4/14/18

By:   
Jose Jacobo

Dated: 4-13-18

By:   
Theresa Metoyer

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FOR DEFENDANT

Dated: May 1, 2018

By:   
ROSS STORES, INC.

By: KEN JEW

Its: Senior Vice President,  
General Counsel

# **EXHIBIT 1**

**Ross Settlement  
Claim Form**

If you purchased one or more items from a Ross store between June 20, 2011 and \_\_\_\_\_, with a Ross price tag that included a comparison price, and you have not received a refund or credit for all of your purchases, you may be eligible to receive benefits from a Settlement with Ross. You need to submit this Claim Form if you want to receive a Merchandise Certificate that can be used to purchase items at a Ross store. The Merchandise Certificate can be redeemed for cash in an amount equal to 75% of the Merchandise Certificate at the time of its issuance for up to one year after issuance by returning the Merchandise Certificate unused to the Claims Administrator. The deadline to file a claim is \_\_\_\_\_.

The amount of the Merchandise Certificate will be determined based on the number of people who submit a claim, as detailed in the Settlement Agreement and in the Notice of Class Action Settlement. Additional information regarding the formula and the Settlement can be found at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com).

To claim a Merchandise Certificate you may submit the Claim Form online at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com), or if you are unable to submit online, you may send the Claim Form by U.S. Mail. If submitting by U.S. Mail, print and complete this Claim Form and mail it to the following address postmarked on or before \_\_\_\_\_.

Ross Claims Administrator

C/O KCC LLC

**Please Complete Each Section On The Following Page In The Space Provided**

<b>SECTION I- CONTACT INFORMATION</b>	
Name (First/Last)	
Street Address	
City, State, Zip Code	
Phone Numbers (primary)	
Current E-Mail Address	

<b>SECTION II: AWARD DELIVERY PROCESS</b>
You will receive a store credit delivered through the U.S. Mail.

<b>SECTION III: AFFIRMATION</b>
<p>I hereby affirm, under penalty of perjury, that I purchased one or more items from a Ross store between June 20, 2011 and _____, with a Ross price tag that included a comparison price, and I have not received a refund or credit for all of my purchase.</p> <p>The information I have provided in this Claim Form is true and correct to the best of my knowledge and this is the only Ross Claim Form that I have submitted. I further understand, acknowledge, and agree that I am eligible to receive only ONE payment from this Settlement based on all my purchases from Ross. I further understand, acknowledge, and agree that the amount I will receive shall be calculated according to the terms of the Settlement Agreement and subject to the terms of the Settlement Agreement, including the release of claims.</p> <p>Date: _____ Signature: _____</p>



# **EXHIBIT 2**

**LONG FORM NOTICE (WEBSITE)**

UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA

**If you made a purchase at a Ross store, your rights may be affected by and you could receive a store credit or cash payment from a class action settlement.**

*A federal Court authorized this Notice. This is not a solicitation from a lawyer.*

A class action settlement has been reached in a lawsuit that alleges Ross Stores, Inc. (“Ross”), used false or misleading comparison pricing advertisements. Ross denies that it used false or misleading price comparison advertising or that it has done anything wrong. The Court has not decided who is right.

You may be included in the Settlement if you purchased one or more items from a Ross store between June 20, 2011 and \_\_\_\_\_, with a Ross price tag that included a comparison price, and you have not received a refund or credit for all of your purchase. You are excluded from the Settlement if you are a past or present officer, director, employee, agent or affiliate of Ross, or the judge presiding over the Litigation.

Your legal rights are affected whether you act or not. This Notice includes information on the Settlement and your rights. Please read the entire Notice carefully.

The Court in charge of the case still has to decide whether to approve the Settlement with Ross.

Your Rights and Options in this Settlement:		
FILE A CLAIM FORM	This is the only option that allows you to get a store credit or cash payment if you qualify.	See Question __
OBJECT	Write to the Court with reasons why you do not like the Settlement and why you do not think it should be approved.	See Question __
GO TO A HEARING	Go to a court hearing and ask to speak about the Settlement.	See Question __
ASK TO BE EXCLUDED	This is the only option that allows you to be part of a separate lawsuit against Ross for the claims resolved by this Settlement.	See Question __
DO NOTHING	You will not get a store credit or cash payment from this	See Question __

	Settlement and you will give up certain legal rights.	
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**WHAT THIS NOTICE CONTAINS**

**BASIC INFORMATION**.....XX

1. Why is this notice being provided?.....XX

2. What is the lawsuit about? .....XX

3. What is a class action? .....XX

4. Why is there a Settlement?.....XX

**THE SETTLEMENT CLASS – WHO IS INCLUDED** .....XX

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

6. Are there exceptions to being included? .....XX

7. What does the Settlement provide?.....XX

8. Tell me more about the Merchandise Certificates .....XX

9. How can I get benefits?.....XX

10. When will I get benefits? .....XX

11. What am I giving up to get a store credit or to stay in the Settlement Class? .....XX

12. What are the Released Claims?.....XX

**EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS** .....XX

13. What if I don’t want to be part of the Settlement?.....XX

14. How do I exclude myself from the Settlement?.....XX

15. If I exclude myself, can I still get a Merchandise Certificate from the Settlement?.....XX

16. If I do not exclude myself, can I sue Ross for the same thing later? .....XX

**OBJECTING TO THE SETTLEMENT** .....XX

17. How do I tell the Court if I disagree with part of the Settlement?.....XX

18. What is the difference between objecting and excluding myself from the Settlement?XX

**IF YOU DO NOTHING** .....XX

19. What happens if I do not do anything? .....XX

**THE LAWYERS REPRESENTING YOU** .....XX

20. Do I have a lawyer in this case?.....XX

21. How will the lawyers get paid?.....XX

**THE COURT’S FAIRNESS HEARING** .....XX

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

23. Do I have to come to the hearing? .....XX

24. May I speak at the hearing? .....XX

**GETTING MORE INFORMATION** .....XX

25. How do I get more Information?.....XX

## BASIC INFORMATION

### 1. Why is this notice being provided?

*You have the right to know about the lawsuit and about your legal rights and options before the Court decides whether to approve the Settlement.*

The Court in charge of the case is the United States District Court for the Central District of California, and the case is called *Jose Jacobo, et al., v. Ross Stores, Inc.*, Case No. 17-56241, D.C. No. 2:15-cv-04701-MWF-AGRx. The persons who sued are Jose Jacobo and Theresa Metoyer, and they are called the Plaintiffs. The Plaintiffs sued Defendant Ross Stores, Inc. U.S. District Judge Michael W. Fitzgerald in the United States District Court for the Central District of California is in charge of this class action.

For More Information: Call 1-800-XXX-XXXX or Visit [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com)

### 2. What is the lawsuit about?

The lawsuit alleges that Ross engaged in false or misleading price comparison advertising through the comparison prices on Ross price tags in its stores between June 20, 2011, and \_\_\_\_\_ in violation of various California laws that prohibit false advertising and unfair competition. Ross denies: (1) that it used false or misleading price comparison advertising; (2) that it has done anything wrong; and (3) that the Plaintiffs or consumers have been harmed in any way. The Court has not decided who is right.

### 3. What is a class action?

In a class action, one or more people, called Class Representatives (in this case, Jose Jacobo and Theresa Metoyer) sue on behalf of people who have similar claims. All of the people with similar claims comprise the “Class” and are referred to as “Class Members,” except for those who exclude themselves from the class.

### 4. Why is there a Settlement?

This consolidated class action case has been pending since June 2015. Ross is not admitting that it did anything wrong, but both sides want to avoid the cost and risk of further litigation. The U.S. District Court decided in favor of Ross on the merits of the action, but Plaintiffs appealed that decision to the United States Court of Appeals for the Ninth Circuit. The Appellate Court has not made a decision on the appeal. The Class Representatives and their attorneys think the Settlement is best for everyone who is affected. The Settlement provides the opportunity for benefits to Class Members.

## THE SETTLEMENT CLASS – WHO IS INCLUDED

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

The Settlement Class includes the following persons: All persons who purchased (and who did not receive a refund or credit for all their purchases) from Ross any item with a price tag that

included a comparison price that was higher than the sales price between June 20, 2011 and \_\_\_\_\_ (the “Class Period”).

**6. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are Ross’s officers, employees, agents or affiliates, and any judge who presides over this action, as well as all past and present employees, officers and directors of Ross.

**7. What does the Settlement provide?**

Class Members will receive Ross Merchandise Certificate paid from what is remaining of a \$4,854,000 settlement fund after deducting the costs of administering the Settlement, court-approved attorneys’ fees and costs of up to 25% of the settlement fund (\$1,213,500 in fees and costs up to \$50,000), and potentially payments of up to \$5,000 each to the Class Representatives, for a total of \$10,000. The amount of the Ross Merchandise Certificate will be based on the amount of money left in the settlement fund after making the deductions listed above and the total number of valid claims filed (see Question \_\_\_\_).

**8. Tell me more about the Merchandise Certificates.**

Merchandise Certificates can be used to purchase any item in any Ross store. More than one Merchandise Certificate may be used at a time and they may be used in conjunction with other promotional discounts that are otherwise available with the use of gift cards or merchandise certificates. Merchandise Certificates do not expire. You may give your Merchandise Certificates to someone else, but you cannot resell it. You may exchange it for cash in an amount equal to 75% of the Merchandise Certificates at the time of its issuance for up to one year after issuance by returning the Merchandise Certificates to the Claims Administrator unused. Merchandise Certificates that have previously been used for a purchase are not redeemable for cash.

**9. How can I get benefits?**

To ask for benefits, you need to complete and submit or mail a Claim Form by \_\_\_\_\_. Claim Forms may be submitted online at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com) or printed from the website and mailed to the address on the form. Claim Forms are also available by calling 1-800-XXX-XXXX. Please read the Claim Form instructions carefully.

**10. When will I get benefits?**

Benefits will be distributed to Class Members after the Court grants “final approval” of the Settlement and after any appeals are resolved. The final approval hearing is scheduled to occur on \_\_\_\_\_. If there are appeals to the final approval order, they can take time to resolve.

**11. What am I giving up to get a Merchandise Certificate or to stay in the Settlement Class?**

Unless you exclude yourself, you are staying in the Settlement Class. This means that you will no longer be able to sue, continue to sue, or be part of any other lawsuit against Ross about the claims made in this lawsuit and released by the Settlement Agreement. You will be legally bound by all of the Court's orders, as well as the "Released Claims" (see next Question).

**12. What are the Released Claims?**

Released Claims means that all members of the Settlement Class who do not exclude themselves will irrevocably release, acquit, and forever discharge Ross (and all past and present affiliates, divisions, parents, or subsidiaries, officers, directors, employees, agents, and attorneys) against any and all claims, rights, penalties, demands, damages, costs and expenses (including attorneys' fees and costs, other than those costs and expenses required to be paid pursuant to this Agreement and in connection with this Settlement), causes of action, or liability of any kind arising out of or in connection with all of the claims or causes of action that were made or could have been made in this Litigation or in any other forum relating, in whole or in part, to the alleged acts, omissions, facts, matters, transactions, circumstances asserted in the Litigation, including assertions that Ross used false or misleading comparison pricing advertisements and thereby harmed consumers.

The Settlement Agreement, available at [www.rosspricing.com](http://www.rosspricing.com) describes the Released Claims and provides specific details about the Settlement.

**EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

**13. What if I don't want to be part of the Settlement?**

If you wish to keep your individual right to sue Ross about the claims in this case and released by this Settlement you must exclude yourself from the Settlement Class.

**14. How do I exclude myself from the Settlement?**

To exclude yourself from the Settlement Class, you must complete an Opt-Out Form. Opt-Out Forms are available at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com) or by calling 1-800-XXX-XXXX. You may also send a letter by mail stating:

- Your name, address, and telephone number,
- The name of the case (*Jose Jacobo, et al., v. Ross Stores, Inc.*),
- A statement that you want to be excluded from this Settlement; and
- Your signature and date.

Your Opt-Out Form or letter must be mailed so it is postmarked no later than \_\_\_\_\_, 2018, to:

Ross Settlement Exclusions  
P.O. 6878  
Broomfield, CO 80021



**15. If I exclude myself, can I still get a Merchandise Certificate from the Settlement?**

No. If you exclude yourself, do not send in a Claim Form to ask for a Merchandise Certificate. Once you exclude yourself, you are no longer eligible for the benefits that this Settlement provides. If you submit an Opt-Out Form or letter and a Claim Form, your exclusion request will be rejected and your Claim Form will be processed.

**16. If I do not exclude myself, can I sue Ross for the same thing later?**

No. Unless you exclude yourself, you give up any right to individually sue Ross for the claims made in this lawsuit and released by the Settlement Agreement.

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court if I disagree with part of the Settlement?**

If you are a Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file a written objection with the Court. Your written objection must include:

- Your name and address;
- The name of the case (*Jose Jacobo, et al., v. Ross Stores, Inc.*);
- The reason(s) why you object to the Settlement;
- Copies of all documents that support your objection, if applicable;
- A statement indicating whether you intend to appear at the Fairness Hearing (see Question \_\_); and
- Your signature and date.

Your objection must be postmarked no later than \_\_\_\_\_, **2018** and mailed to:

The United States District Court for the Central District of  
California  
Courtroom 5A – First Street  
350 West First Street  
Los Angeles, CA 90012

You cannot object to the Settlement if you exclude yourself from the Settlement Class.

**18. What is the difference between objecting and excluding myself from the Settlement?**

Objecting is telling the Court that you do not like something about the proposed Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself, you have no basis to object or file a claim because the Settlement no longer applies to you.

## IF YOU DO NOTHING

### **19. What happens if I do not do anything?**

If you do nothing, you will not receive a Merchandise Certificate from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Released Claims. This means, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ross about the issues resolved by this Settlement and released by the Settlement Agreement.

## THE LAWYERS REPRESENTING YOU

### **20. Do I have a lawyer in this case?**

Yes. The Court has appointed Douglas Caiafa, of Douglas Caiafa, A Professional Law Corporation, and Christopher J. Morosoff, of the Law Office of Christopher J. Morosoff, to represent you and all Class Members as “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.

### **21. How will the lawyers get paid?**

Class Counsel will ask the Court to award them up to \$1,213,500 (25% of the settlement fund), plus their out-of-pocket costs and expenses of \$50,000 for their work in this case. If approved, these amounts, as well as potential incentive payments of \$5,000 to each of the two Class Representatives will be paid out of the Settlement fund before issuing Merchandise Certificates to Class Members. Class Counsel’s motion for Attorneys’ Fees and Costs will be available for viewing on the settlement website at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com).

## THE COURT’S FAIRNESS HEARING

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

The Court will hold a Fairness Hearing at \_:\_ on \_\_\_\_\_, 2018, at the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California, in Courtroom 5A – First Street Courthouse. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court will also consider how much to pay Class Counsel and the Class Representatives. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

The hearing may be moved to a different date, time or location without additional notice, so it is a good idea to check [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com).

### **23. 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 file an objection, you do not have to come to Court to talk

about it. As long as you mailed your written objection on time, the Court will consider it. You may also hire another lawyer to attend, but it is not required.

**24. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear.” Your letter must also include:

- Your name, address, and telephone number;
- The name of the case (*Jose Jacobo, et al., v. Ross Stores, Inc.*);
- The name, address, and telephone number of any attorney(s) who will be appearing on your behalf at the Fairness Hearing, if applicable;
- A brief statement detailing what you will be presenting to the Court; and
- Your signature and date.

You must mail your Notice of Intention to Appear postmarked no later than \_\_\_\_\_, **2018**, to:

The United States District Court for the Central District of  
California  
Courtroom 5A – First Street  
350 W. First Street  
Los Angeles, CA 90012

**GETTING MORE INFORMATION**

**25. How do I get more Information?**

The Notice summarizes the lawsuit and the proposed Settlement. You can get more information about the lawsuit and Settlement at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com). You may also write with questions to: Ross Claims Administrator, C/O \_\_\_\_\_, or by email at \_\_\_\_\_. You can also get a Claim Form or Opt-Out Request at the website, or by calling this toll-free number, 1-800-XXX-XXXX.

# **EXHIBIT 3**

**SUMMARY NOTICE - EMAIL**

To:  
From:  
Subject: Ross Pricing Class Action Settlement

**If you made a purchase at a Ross store, your rights may be affected by and you could receive a store credit or cash payment from a class action settlement.**

*Para una notificación en Español, llamar o visitar nuestro website [www.rosspricingsettlement.com]*

A settlement has been reached in a class action alleging that Ross Stores, Inc. (“Ross”), used false or misleading Comparison pricing advertisements. Ross denies that it used false price comparison advertising or that it has done anything wrong. The Court decided in favor of Ross on the merits of the action, but Plaintiffs appealed that decision to the United States Court of Appeals for the Ninth Circuit. The Appellate Court has not made a decision on the appeal.

You are included in the settlement as a “Class Member” if you purchased one or more items from a Ross store between June 20, 2011 and \_\_\_\_\_, with a Ross price tag that included a Comparison price, and you have not received a refund or credit for all of your purchases. If you are eligible, you may be able to receive a store credit (“Merchandise Certificate”) that may be used toward purchases in any Ross store or be redeemed for cash in an amount equal to 75% of the original value of the Merchandise Certificate. More than one Merchandise Certificate may be used at a time and they may be used in conjunction with other promotional discounts that are otherwise available with the use of gift cards or merchandise certificates. Merchandise Certificates do not expire. You may give your Merchandise Certificate to someone else, but they cannot be resold. You may exchange Merchandise Certificate for cash in an amount equal to 75% of the Merchandise Certificate at the time of its issuance, for up to one year after issuance, by returning the Merchandise Certificate to the Claims Administrator unused. Merchandise Certificates that have been used to make a purchase are not redeemable for cash.

The Merchandise Certificates will be paid from what remains of a \$4,854,000 settlement fund after deducting the costs of administering the settlement, court-approved attorneys’ fees of up to 25% of the settlement fund (\$1,213,500), and costs up to \$50,000), and potential incentive payments of up to \$5,000 to each of the two Class Representatives. The amount of the Merchandise Certificates will be determined by dividing the remainder of the settlement fund among the total number of Class Members who submit valid claims.

To receive the Merchandise Certificate, you must file a claim by \_\_\_\_\_. Claim Forms may be submitted online at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com), printed from the website and mailed to the address on the form, or obtained by calling 1-800-XXX-XXXX.

If you file a claim or do nothing and the Court approves the settlement, you will give up our right to sue Ross for any of the claims released by this settlement. If you do not want to receive a

Merchandise Certificate, but you want to keep your right to sue Ross individually for the same claims resolved by this settlement, you must exclude yourself by \_\_\_\_\_. If you do not exclude yourself from the settlement, you may object and notify the Court that you or your lawyer intends to appear at the Court's fairness hearing. Objections and intentions to appear are due and must be filed with the Court no later than \_\_\_\_\_. For more information, including the detailed Notice and Settlement Agreement, call or go to [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com).

The Court will hold a hearing on \_\_\_\_\_ to determine whether to approve the settlement, how much to award in fees and costs to Class Counsel, and how much to award the Class Representatives. You or your attorney may attend, but you don't have to. The date of the hearing may change without further notice, so please check [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com) for updates.

**THIS IS ONLY A SUMMARY.** The details regarding the settlement, your rights, the claim form, and scheduling information can be found at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com). You may also call \_\_\_\_\_ or email \_\_\_\_\_ with any questions.

The lawsuit is known as *Jose Jacobo, et al., v. Ross Stores, Inc.*, Appellate Case No. 17-56241, U.S.D.C. No. 2:15-cv-04701-MWF-AGR<sub>x</sub>, which is pending in the U.S. District Court for the Central District of California after Plaintiffs' appeal was voluntarily dismissed by the United States Court of Appeals for the Ninth Circuit following the settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# **EXHIBIT 4**

## **SUMMARY NOTICE - PUBLICATION NOTICE**

### LEGAL NOTICE

**If you made a purchase at any Ross store, your rights may be affected  
by and you could receive a store credit or cash payment  
from a class action settlement.**

*Para una notificación en Español, llamar [1-800-XXX-XXXX] o visitar  
nuestro website [www.rosspricingsettlement.com]*

A settlement has been reached in a class action lawsuit alleging that Ross Stores, Inc. (“Ross”) used false or misleading Comparison pricing advertising. Ross denies that it used false price comparison advertising or that it has done anything wrong. The Court decided in favor of Ross on the merits of the action, but Plaintiffs appealed that decision to the United States Court of Appeals for the Ninth Circuit. The Appellate Court has not made a decision on the appeal.

Who’s Included? You are included in the settlement as a “Class Member” if you purchased one or more items from any Ross between June 20, 2011 and \_\_\_\_\_, with a Ross price tag that included a Comparison price, and you have not received a refund or credit for all of your purchases. If you are eligible, you may be able to receive a store credit (“Merchandise Certificate”) which may be used to purchase merchandise at any Ross store or may be redeemed for cash in an amount equal to 75% of the value of the Merchandise Certificate. Merchandise Certificates do not expire. You may give your Merchandise Certificate to someone else, but they cannot be resold. You may exchange Merchandise Certificates for cash in an amount equal to 75% of the Merchandise Certificate at the time of its issuance for up to one year after issuance by returning the Merchandise Certificate to the Claims Administrator unused. A Merchandise Certificate that has been used to make a purchase is not redeemable for cash.

What does the settlement provide? If you are eligible, you may be able to receive a Credit (“Merchandise Certificate”). A Merchandise Certificate is store credit that may be either redeemed for cash in an amount equal to 75% of the value of the Merchandise Certificate or be used toward purchases at any Ross store. More than one Merchandise Certificate may be used at a time and they may be used in conjunction with other promotional discounts that are otherwise available with the use of gift cards or merchandise certificates. The Merchandise Certificates will be paid from what remains of a \$4,854,000 settlement fund after deducting the costs of administering the settlement, court-approved attorneys’ fees of up to 25% of the settlement fund (\$1,213,500) and costs up to \$50,000, and potential incentive payments of \$5,000 to each of the two Class Representatives. The amount of the Merchandise Certificates will be determined by dividing the remainder of the settlement fund among the total number of Class Members who submit valid claims.

**How to get a Merchandise Certificate.** To receive the Merchandise Certificate, you must file a claim by \_\_\_\_\_. Claim Forms may be submitted online at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com), printed from the website and mailed to the address on the form, or obtained by calling 1-800-XXX-XXXX.

Your other options. If you submit a claim or do nothing and the Court approves the settlement, you will give up your right to sue Ross for any of the claims released in the settlement. If you don’t want to give a Merchandise Certificate, but you want to keep your right to sue Ross separately for the same claims resolved by this settlement, you



must exclude yourself by submitting an Opt-Out Form postmarked no later than \_\_\_\_\_. If you do not exclude yourself from the settlement, you may object and notify the Court that you or your lawyer intends to appear at the Court's fairness hearing. Objections and intentions to appear are and must be filed with the Court no later than \_\_\_\_\_. For more information, including the detailed Notice and Settlement Agreement, call or go to [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com).

The Court will hold a hearing on \_\_\_\_\_ to determine whether to approve: the settlement; Class Counsels' request for fees, costs and expenses; and payments to the Representatives. The lawsuit is known as *Jose Jacobo, et al., v. Ross Stores, Inc.*, Appellate Case No. 17-56241, U.S.D.C. No. 2:15-cv-04701-MWF-AGR<sub>x</sub>, which is pending in the U.S. District Court for the Central District of California after Plaintiffs' appeal was voluntarily dismissed by the United States Court of Appeals for the Ninth Circuit following the settlement.

**Want more? THIS IS ONLY A SUMMARY.** The details regarding the settlement (including the Settlement Agreement), your rights, the claim form, opt-out form, and scheduling information can be found at [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com). You may also call 1-800-XXX-XXXX or email \_\_\_\_\_ with any questions.

# **EXHIBIT 5**

United States District Court for the Central District of California  
**JOSE JACOBO, ET AL., V. ROSS STORES, INC.**  
Appellate Case No. 17-56241; U.S.D.C. No. 2:15-cv-04701-MWF-AGR<sub>x</sub>

**OPT-OUT FORM**

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CASE OF JOSE JACOBO, ET AL., V. ROSS STORES, INC., CASE NO. 17-56241, D.C. NO. 2:15-cv-04701-MMM-AGR<sub>x</sub>. I UNDERSTAND THAT BY REQUESTING EXCLUSION FROM THE SETTLEMENT CLASS, I WILL RECEIVE ANY SHARE OF THE SETTLEMENT BENEFITS. I confirm that I have received written notice of the proposed Settlement in this action. I have decided to exclude myself from the Settlement Class and not to participate in any portion of the proposed Settlement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND SENT VIA U.S. MAIL WITH A  
POSTMARK DATED NO LATER THAN \_\_\_\_\_ TO:**

**ROSS CLAIMS ADMINISTRATOR, C/O KCC LLC**

**TOLL FREE TELEPHONE: 1-800-XXX-XXXX  
WEBSITE ADDRESS: [www.rosspricingsettlement.com](http://www.rosspricingsettlement.com)**