

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 “Compare At” 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 the **present**, with a Ross price tag that included a “Compare At” 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 9
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 17
GO TO A HEARING	Go to a court hearing and ask to speak about the Settlement.	See Question 22
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 13
DO NOTHING	You will not get a store credit or cash payment from this Settlement and you will give up certain legal rights.	See Question 19

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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 1-888-585-1447 or visit www.rosspricingsettlement.com

2. What is the lawsuit about?

The lawsuit alleges that Ross engaged in false or misleading price comparison advertising through the “Compare At” prices on Ross price tags in its stores between June 20, 2011, and the present 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 “Compare At” price that was higher than the sales price between June 20, 2011 and the present (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 9).

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 **May 31, 2019**. Claim Forms may be submitted online at www.rosspricingsettlement.com or printed from the website and mailed to the address on the form. Claim Forms are also available by calling 1-888-585-1447. 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 **July 22, 2019 at 10:00 a.m.** 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, 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 “Compare At” pricing advertisements and thereby harmed consumers.

The Settlement Agreement, available at www.rosspricingsettlement.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 or by calling 1-888-585-1447. 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 **May 31, 2019**, to:

Ross Claims Administrator
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

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 22); and
- Your signature and date.

Your objection must be postmarked no later than **May 31, 2019** 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.

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 10:00 a.m. on July 22, 2019, 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.

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 **May 31, 2019**, 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. You may also write with questions to: Ross Claims Administrator, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, or by email at rosspricingsettlement@cptgroup.com. You can also get a Claim Form or Opt-Out Request at the website, or by calling this toll-free number, 1-888-585-1447.