

LONG-FORM NOTICE

Attention purchasers of cotton-polyester blended sheet sets supplied by AQ Textiles, LLC and sold at Ross Stores between May 7, 2014, and November 29, 2021.

This notice may affect your rights. Please read it carefully.

A court authorized this notice. This is not a solicitation from a lawyer.

- The notice concerns a case called *Dominique Morrison v. Ross Stores, Inc.*, Case No. 4:18-cv-02671-YGR (United States District Court for the Northern District of California).
- This class action settlement will completely resolve the lawsuit against Ross Stores, Inc. (“Ross” or “Defendant”).
- The suit alleges that Ross made false and misleading claims on package labels about the thread count of sheets, which were imported and supplied by AQ Textiles, LLC (“AQ”) (“the Products”). It seeks a court order to preclude those representations and enforce certain injunctive measures described herein.
- Ross denies any wrongdoing, including that it made any representations about the thread count in the Products.
- Pursuant to the settlement Ross requires AQ to certify in writing on an annual basis that the polyester/cotton sheets it supplies to Ross comply with the actual thread count pursuant to industry standard ASTM D3775, as officially interpreted and amended from time to time, or any successor industry standard for textile thread count, and to report in writing on an annual basis as to whether there are any known investigations by any outside entity or pending claims or lawsuits regarding AQ’s representation regarding thread count. Ross will also require AQ to supply a passing test report for thread count for each new style of polyester/cotton sheets that it supplies to Ross.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.
- This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.threadcountsettlement.com.

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

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
EXCLUDE YOURSELF FROM THE CLASS	Opt out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit that raises the same legal claims against Ross released by this settlement. You will not, however, be allowed to bring any further claims for injunctive relief regarding the thread count of the Products.	November 29, 2021
OBJECT	Write to the Court about why you do not like the settlement, the amount of attorneys' fees, or the payment to the Plaintiff.	November 29, 2021
GO TO A HEARING	Speak in Court about the settlement. (If you object to any aspect of the settlement, you must submit a written objection by the Objection Deadline.	January 25, 2022
DO NOTHING	You will have no right to sue later for the claims released by the settlement.	

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement.

Final Approval Fairness Hearing

On January 25, 2022, at 2:00 p.m. the Court will hold hearings to determine (1) whether the proposed settlement is fair, reasonable and adequate and should receive final approval; (2) whether to grant the applications for attorney's fees and expenses brought by the Plaintiff's Counsel; and (3) whether to grant the application for a class representative payment to the Plaintiff who brought the lawsuit. The hearing will be held in the courtroom of the Honorable Yvonne Gonzalez Rogers, Oakland Courthouse, Courtroom 1 - 4th Floor, 1301 Clay Street, Oakland, CA 94612. This hearing date may change without further notice to you. Consult the settlement website at www.threadcountsettlement.com, for updated information on the hearing date and time

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How Do I Know If I Am Affected By The Litigation and Settlement?

This case involves polyester-cotton blend (“Chief Value Cotton” or “CVC”) sheet sets supplied by AQ to Ross and sold by Ross between May 7, 2014 and November 29, 2021 (the “Products”). The Products include brand names such as Grande Estate, Bentley Home, and Hampton House, and the packaging included AQ’s Registered Identification (“RN”) number of 113585. A complete list of brand names is available on the settlement website at www.threadcountsettlement.com.

For purposes of settlement only, the Court has conditionally certified the following settlement class: All persons who, between May 7, 2014 and November 29, 2021, purchased, in the United States, any of the Products for personal use. Settlement Class members can opt out of the release of claims against Ross, but from bringing claims for injunctive relief against Ross over the alleged misrepresentations regarding thread count of the Products.

The following are not members of the Settlement Class: (1) the Honorable Yvonne Gonzalez Rogers, the Honorable Elizabeth Laporte (ret.), the Honorable Jay Gandhi (ret.); (2) any member of their immediate families or staff; (3) Ross and its employees, officers, directors, and attorneys; (4) counsel for the Parties.

If the settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue and any order preliminarily certifying the class for settlement purposes will be vacated.

What Is The Lawsuit About?

A lawsuit was originally brought against Ross Stores, Inc. (“Ross”), AQ Textiles, LLC (“AQ”), and Creative Textile Mills Private Limited (“Creative”). The lawsuit alleged that the sheets provided to Ross by AQ and Creative were sold using labelling that misrepresented the actual thread count of the sheets contained in the package.

Ross denies that there is any factual or legal basis for the lawsuit. Ross contends that it did not make any representations about the thread count of AQ’s Products. Ross further contends that AQ did not misrepresent the thread count of the Products. Ross therefore denies any liability. It further denies that the Plaintiff or any other members of the Settlement Classes have suffered injury or are entitled to monetary or other relief. Ross also denies that this case can be certified as a class action, except for purposes of settlement.

The Court has not determined whether Plaintiff or Ross are correct.

What Does Plaintiff Seek To Recover In The Lawsuit?

Plaintiff alleged that by misrepresenting the thread count of the Products, Ross caused people to purchase sheets that contained qualities that was not accurately described on the packaging. The complaint sought to have Ross discontinue the practice of selling sheets without accurate thread counts and for the recovery of any possible over payments.

Why Is This Case Being Settled?

This case has been pending since May 2018. Since then, Plaintiffs' Counsel has investigated the developing, manufacturing, marketing, and labeling of the Products. Plaintiffs' Counsel have engaged in extensive discovery, including depositions and document review. Based on its investigation, Plaintiff's Counsel has determined that there are significant risks of continuing the litigation including whether Ross or AQ made any representations regarding the thread count of the Products. In particular, there may be difficulties establishing: (1) that Ross made any representations regarding the thread count of the Products (2) that any premium can be attributed to the representations, and/or (3) that damages or restitution should be awarded or, if so, that any such award should be more than nominal. In particular, it may be difficult to establish that the volume of sales, or the pricing of Products, would have differed had the marketing and labeling been different.

On November 13, 2019, the Parties participated in an all-day mediation conducted by Honorable Jay Gandhi (retired) at JAMS in San Francisco, California. On February 18, 2021, the parties participated in an all-day mediation conducted by Honorable Elizabeth Laporte (retired) at JAMS in San Francisco, California. On March 3, 2021, the parties participated in a third mediation with Judge Laporte. After the third mediation, the parties agreed to this settlement.

After taking into account the risks and costs of further litigation, Plaintiff and her counsel believe that the terms and conditions of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interest of the Settlement Class members.

What Is The Settlement?

Ross has agreed to require AQ to certify in writing that its polyester/cotton sheets supplied to Ross complies with the actual thread count, and to report in writing on each year on any known investigations by any outside entity or pending claims or lawsuits regarding AQ's representation regarding thread count. Ross will also require AQ to supply a passing thread-count test report for each new style of polyester/cotton sheets that it supplies to Ross. If the Court approves the settlement, class members will not be able to bring claims for injunctive relief against Ross regarding the thread count of the Products, even if they opt out of the settlement. However, class members still will be able to bring claims for monetary damages and injunctive relief against AQ directly themselves or through the pending litigation in North Carolina.

In addition, as part of the settlement, Ross will pay up to \$795,000.00 which will be used to pay the Plaintiff and her attorneys for their work in this litigation. The attorneys have worked on this case for almost three years and have not yet received any compensation for the time they have spent, or the costs they have incurred on behalf of the class. Ross will also pay all costs associated with sending notice to the settlement class and otherwise administering the settlement.

What Can I Get In The Settlement?

The settlement does not provide for any payments to settlement class members. Ross is required to ensure that sheets it purchases from AQ meet thread-count requirements as set forth in the Settlement Agreement. Class members will retain their right to pursue any further claims directly themselves against the manufacturer and distributor of the sheets.

What Do Plaintiff And Her Lawyers Get?

To date, Plaintiff's lawyers have not been compensated for any of their work on this case. The Plaintiff's lawyers will petition the Court for a fee based on hours spent litigated the case. In addition, Plaintiff's lawyers will present evidence that they have paid out-of-pocket expenses (including expert fees, deposition transcript fees, court reporter fees, filing fees, service costs, copying costs, and travel expenses). None of these expenses has yet been reimbursed. As part of the settlement, Plaintiff's lawyers may apply to the Court to award them up to \$750,000.00 to pay their attorneys' fees and up to \$40,000.00 in out-of-pocket expenses.

In addition, the named Plaintiff in this case may apply to the Court for an incentive award of \$5,000. This payment is designed to compensate the Plaintiff for the time, effort, and risks she undertook in pursuing this litigation, and for the relief she helped obtain on behalf of the class members

Plaintiff and her lawyers will file a motion with the Court on or before October 18, 2021, in support of their applications for attorneys' fees, costs, and expenses and payments to the Plaintiffs. A copy of that motion will be available on the settlement website. The Court will determine what amounts of fees, costs, expenses, and class representative payments to award.

The award of attorneys' fees, costs and expenses will be paid to Plaintiff's lawyers within 30 days after an order granting final approval to the settlement becomes final.

What Claims Are Released By The Settlement?

The settlement releases all claims by members of the Settlement Class against Ross and its affiliates that were or could have been asserted by Plaintiff in this litigation, and that relate to the allegations that Ross misrepresented the thread count of the Products. This release includes claims that may not yet be known or suspected. This means that you will not be able to sue, continue to sue, or be part of any other lawsuit against Ross and/or any of its affiliates that involves the settled claims. For further information, please see Sections 1.27 and 6.2 of the Settlement Agreement. However, the settlement will not release any claims by members of the Settlement Class against AQ over the thread count of the Products including whether AQ misrepresented the thread count of the Products.

How Do I Exclude Myself From The Settlement And Litigation?

You can exclude yourself from the settlement class if you wish to retain the right to sue Ross separately for any monetary claims over the thread count of the Products. If you exclude yourself, you cannot object to the terms of the settlement other than the injunctive relief included in the settlement.

To exclude yourself, you must complete and submit the online form at the settlement website or mail a request to exclude yourself from the settlement to the claim administrator at CPT Group, Inc. 50 Corporate Park Irvine, CA 92606. If mailed, the exclusion request must contain your name, address, the words "I wish to be excluded from the Ross Thread Count Class Action Settlement," and your signature.

If submitted online, exclusion requests must be submitted by November 29, 2021. If mailed, exclusion requests must be *received by the Claim Administrator* (not postmarked) by November 29, 2021.

How Do I Object To The Settlement?

You can ask the Court to deny approval of the settlement by timely submitting an objection to the Claim Administrator. You cannot ask the Court to order a different settlement; the Court can only approve or deny the settlement. If the Court denies approval to the entire settlement, the lawsuit will continue.

You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. If you want to raise an objection to the settlement at the Final Approval hearing, you must first submit that objection in writing.

Any objection must include: (i) the case name and number *Morrison v. Ross*, Case No. 4:18-cv-02671-

YGR (N.D. Cal.); (ii) your name, address, and telephone number; (iii) the name and address of the lawyer(s), if any, who are representing you in making the objection or who may be entitled to compensation in connection with your objection; (iv) documents or testimony sufficient to establish that you are a member of the Settlement Class; (v) a detailed statement of your objection(s), including the grounds for those objection(s); (vi) a statement as to whether you are requesting the opportunity to appear and be heard at the final approval hearing [you must file with the Court, at least 30 days before the Final Approval Hearing, your notice of intent to appear]; (vii) the identity of all counsel (if any) who will appear on your behalf at the final approval hearing and all persons (if any) who will be called to testify in support of your objection; (viii) copies of any papers, briefs, or other documents upon which your objection is based if not already in the court file; (ix) a detailed list of any other objections you or your counsel have submitted to any class action in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); (x) a list of prior representations by your counsel and all sanctions or discipline ordered by any court, bar association or governmental agency against your counsel; and (xi) your signature as objector, in addition to the signature of your attorney, if an attorney is representing you with the objection. Failure to include this information and documentation may be grounds for overruling and rejecting your objection.

All the information listed above must be in writing, electronically filed via the Court's ECF system (<https://www.cand.uscourts.gov/cases-e-filing/cm-ecf/>), or delivered to the Clerk of the Court by mail, express mail, or personal delivery such that the objection is *received* by the Clerk of the Court (not just postmarked or sent) on or before November 29, 2021. By filing an objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Final Fairness Hearing.

When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on January 25, 2022, to consider whether to approve the settlement. The hearing will be held in the courtroom of the Honorable Yvonne Gonzalez Rogers, Oakland Courthouse, Courtroom 1 - 4th Floor, 1301 Clay Street, Oakland, CA 94102. The hearing is open to the public. This hearing date may change without further notice to you. Consult the Settlement Website at www.threadcountsettlement.com or PACER, at <https://www.cand.uscourts.gov/cases-e-filing/cm-ecf/>, for updated information on the hearing date and time.

How Do I Get More Information?

You can inspect many of the court documents connected with this case on the settlement website. Other papers filed in this lawsuit are available through PACER, the online service for the United States District Courts, at <https://www.cand.uscourts.gov/cases-e-filing/cm-ecf/>. Alternatively, you may visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Ave, San Francisco, CA from 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

You can contact the Claim Administrator by calling 1-888-413-4533 or writing to CPT Group, Inc. 50 Corporate Park Irvine, CA 92606, or by email at, threadcountsettlement@cptgroup.com.

You can also obtain additional information by contacting Plaintiff's Counsel:

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Do not call or contact the Court concerning this notice, the settlement, or the lawsuit.