

# If you made a purchase at Kohl’s or Kohls.com while in California, your rights may be affected by and you could receive a store credit 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 Kohl’s Department Stores, Inc. (“Kohl’s”) used false “regular” and “original” prices in advertising its products. Kohl’s denies that it used false 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 Kohl’s while in California between June 11, 2011 and April 11, 2016 that were advertised at a discount of at least 30% off of the stated “original” or “regular” price, and you have not received a refund or credit for your purchase.
- 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 Kohl’s.

## YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT:

|                           |   |                 |
|---------------------------|---|-----------------|
| <b>FILE A CLAIM FORM</b>  | This is the only option that allows you to get a store credit if you qualify.   | See Question 9  |
| <b>OBJECT</b>             | 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 |
| <b>GO TO A HEARING</b>    | Go to a court hearing and ask to speak about the Settlement.  | See Question 22 |
| <b>ASK TO BE EXCLUDED</b> | This is the only option that allows you to be part of a separate lawsuit against Kohl’s for the claims resolved by this Settlement. | See Question 14 |
| <b>DO NOTHING</b>         | You will not get a store credit 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 this case is the United States District Court for the Central District of California, and the case is called *Steven Russell and Donna Caffey v. Kohl's Department Stores, Inc.*, Case No. 5:15-cv-01143-RGK-SP. The persons who sued are called the Plaintiffs, and the company they sued, Kohl's Department Stores, Inc. is called the Defendant or Kohl's.

For More Information: Call 1-844-851-4589 or Visit [www.KohlsSettlement.com](http://www.KohlsSettlement.com)

### 2. What is the lawsuit about?

The lawsuit alleges that Kohl's engaged in false price comparison advertising by using false "original" and/or "regular" prices to advertise its products between June 11, 2011 and April 11, 2016 in violation of various California laws that prohibit false advertising and unfair competition. Kohl's denies: (1) that it used false 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, Steven Russell and Donna Caffey) 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. U.S. District Judge R. Gary Klausner in the United States District Court for the Central District of California is in charge of this class action.

### 4. Why is there a settlement?

This case has been pending since June 2015. Kohl's is not admitting that it did anything wrong, but both sides want to avoid the cost and risk of further litigation. The Court has not decided the merits of the action in favor of the Plaintiffs or Kohl's. 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 operative Amended Settlement Class includes the following persons: All persons who, while in the State of California, and between June 11, 2011 and April 11, 2016 (the "Class Period"), purchased from Kohl's one or more items at a discount of at least 30% off of the stated "original" or "regular" price, and who have not received a refund or credit for their purchase(s).

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

Yes. Excluded from the Settlement Class are the Defendant, as well as its 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 Kohl's.

### 7. What does the Settlement provide?

Class Members who file valid claims will receive a Kohl's Gift Card Credit paid from what is remaining of a \$6,150,000 settlement fund after deducting the costs of administering the Settlement of up to \$1,000,000, court-approved attorneys' fees of up to 25% of the Settlement Fund (\$1,462,500 in fees and costs up to \$75,000), and payments to the Class Representatives (up to \$7,500 per Class Representative, for a total of \$15,000). The amount of the Kohl's Gift Card Credit 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).

### 8. Tell me more about the Gift Card Credits.

Gift Card Credits can be used for any online or in-store Kohl's purchase where you could otherwise use a gift card. More than one Gift Card Credit may be used at a time and may be used in conjunction with other promotional discounts that are otherwise available with the use of gift cards. Gift Card Credits do not expire. You may give your Gift Card Credit to someone else, but it is not redeemable for cash, except where required by law.

### 9. How can I get benefits?

To ask for benefits, you need to complete and submit or mail a Claim Form by **August 9, 2016**. Claim Forms may be submitted online at [www.KohlsSettlement.com](http://www.KohlsSettlement.com) or printed from the website and mailed to the address on the form. Claim Forms are also available by calling 1-844-851-4589. Please read the Claim Form instructions carefully.

### 10. When will I get benefits?

Benefits will be distributed to Class Members who submit valid Claim Forms after the Court grants final approval of the Settlement and after any appeals are resolved. The Final Approval Hearing is scheduled to occur on September 12, 2016. If there are appeals to the final approval order, they can take time to resolve.

**11. What am I giving up to get a Gift Card Credit 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 Kohl's about the claims made in this lawsuit and released by the Settlement. You will be legally bound by all of the Court's orders, as well as the "Released Claims" (see Question 12).

**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 Kohl's (and all affiliates, parents or subsidiaries, officers, 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 the Amended Settlement Agreement), 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 lawsuit or in any other forum relating, in whole or in part, to the alleged acts, omissions, facts, matters, transactions, circumstances asserted by in the lawsuit, including assertions that Kohl's improperly inflated or misstated its "original" and/or "regular" prices in order to make its sale prices appear more attractive and thereby harmed consumers.

The Operative Amended Settlement Agreement, available at [www.KohlsSettlement.com](http://www.KohlsSettlement.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 Kohl's 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.KohlsSettlement.com](http://www.KohlsSettlement.com) or by calling 1-844-851-4589. You may also send a letter by mail stating:

- Your name, address, and telephone number;
- The name of the case (*Russell v. Kohl's*);
- 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 **August 9, 2016**, to:

*Russell v. Kohl's Department Stores, Inc.*  
Claims Administrator  
P.O. Box 30218  
College Station, TX 77842-3218

**15. If I exclude myself, can I still get a Gift Card Credit from the Settlement?**

No. If you exclude yourself, do not send in a Claim Form to ask for a Gift Card Credit. 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 Kohl's for the same thing later?**

No. Unless you exclude yourself, you give up any right to individually sue Kohl's for the claims made in this lawsuit and released by the Amended 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 (*Russell v. Kohl's*);
- The reasons 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.

Your objection must be postmarked no later than **August 9, 2016** and mailed to:

United States District Court for the Central District of California  
Clerk of the Court  
255 East Temple Street  
Los Angeles, CA 90012

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

QUESTIONS? CALL 1-844-851-4589 OR GO TO [WWW.KOHLSETTLEMENT.COM](http://WWW.KOHLSETTLEMENT.COM)

**18. What is the difference between objecting to 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 Gift Card Credit from this Settlement. If the Court approves the Amended Settlement, you will be bound by the Amended 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 Kohl's about the claims resolved by this Settlement and released by the Amended 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 \$1,462,500, plus their out-of-pocket costs and expenses of up to \$75,000 for their work in this case (*i.e.*, up to 25% of the Settlement Fund). If approved, these amounts, as well as a \$7,500 to each of the two Class Representatives, will be paid out of the Settlement Fund before issuing Gift Card Credits to Class Members who file valid claims. Class Counsel's motion for Attorneys' Fees and Costs will be available for viewing on the settlement website at [www.KohlsSettlement.com](http://www.KohlsSettlement.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 9:00 a.m. on September 12, 2016, at the United States District Court for the Central District of California, located at 255 East Temple Street, Los Angeles, California, in Courtroom 850. 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.KohlsSettlement.com](http://www.KohlsSettlement.com) for updates.

**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 don't 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 pay another lawyer to attend, but it's 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 (*Russell v. Kohl's*);
- 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.

You must mail your Notice of Intention to Appear, postmarked no later than **August 9, 2016**, to:

United States District Court for the Central District of California  
Clerk of the Court  
255 East Temple Street  
Los Angeles, CA 90012

**GETTING MORE INFORMATION**

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

This Notice summarizes the lawsuit and the proposed Settlement. You can get more information about the lawsuit and Settlement at [www.KohlsSettlement.com](http://www.KohlsSettlement.com). You may also write with questions to: *Russell v. Kohl's Department Stores, Inc.* Claims Administrator, P.O. Box 30218, College Station, TX 77842-3218, or by email at [info@KohlsSettlement.com](mailto:info@KohlsSettlement.com). You can also get a Claim Form or Opt-Out Request at the website, or by calling this toll free number, 1-844-851-4589.