

## Attention Bed Bath & Beyond Customers

### **If you purchased multi-ply bed products from Bed Bath & Beyond between August 1, 2000 and November 9, 2007, this Notice is to inform you of a proposed class action settlement that could affect your legal rights.**

#### **What is this Notice About?**

A lawsuit is pending in the Federal District Court for the District of New Jersey that may affect your rights. This lawsuit alleges that Bed Bath & Beyond, as well as Synergy, Inc., misrepresented the thread count in its two-ply bedding products sold in stores and on its website by stating the number of threads in the warp and filling directions in one square inch of fabric, rather than the number of yarns. Bed Bath & Beyond and Synergy deny any wrongdoing and believe the signage, labeling and product samples available to their customers at the time of purchase provided their customers with complete and accurate information. The parties have reached a proposed settlement of the lawsuit. The settlement and this Notice have been preliminarily approved by the Court. The purpose of this Notice is to explain the settlement and advise you of your legal rights.

#### **Am I a Member of the Class?**

The class is identified as “All purchasers between August 1, 2000 and November 9, 2007 of multi-ply sheet sets, pillowcases, down comforters, bedskirts, shams, duvets and down pillows from Bed Bath & Beyond that were labeled as ‘plied,’ ‘two-ply’ or ‘2-ply’ (the ‘Covered Products’). The following persons are excluded from the settlement class: all persons who are officers, agents or directors of Bed Bath & Beyond or its subsidiaries and corporations related to Bed Bath & Beyond by shareholdings or other means of control, as well as the Judges of the Court in which the action is pending.” **To obtain complete information regarding the class definition or other details of the settlement, including a list of the specific items that are the subject of the suit, please visit [www.BBBThreadCountSettlement.com](http://www.BBBThreadCountSettlement.com) or call 1-888-271-6719.**

#### **What Does the Proposed Settlement Provide?**

Subject to final court approval, the parties have agreed to a settlement under which you may be entitled to receive: (a) a refund of the purchase price of the bed products; **or** (b) a \$10.00 gift card from Bed Bath & Beyond; **or** (c) a 20% discount certificate off any Bed Bath & Beyond purchase up to \$250.00 (maximum discount of \$50.00). Your eligibility depends upon whether you have a proof of purchase, and whether you wish to keep the bed products that you purchased.

Further, as part of this settlement, Bed Bath & Beyond has agreed that for a period of five years, to the extent it knowingly sells multi-ply bed products containing a specific reference to a numerical thread count, those products will be labeled in accordance with the ASTM Standard for determining thread count in multi-ply bed products.

#### **What Benefits Could I Receive?**

- Provided that the settlement is granted final approval, Class Members who have a store receipt, e-mail shipping confirmation from Bed Bath & Beyond, or packing list from Bed Bath & Beyond showing proof of purchase of a Covered Product between August 1, 2000 and November 9, 2007 and do not wish to keep their products, will receive a refund of their purchase price. To obtain a refund, Class Members must sign a Claim Form affirming under oath that they purchased a Covered Product during the Class Period and provide an original or copy of the receipt. Class Members will then receive a refund certificate, indicating the amount of the refund (not including sales tax). Class Members must then return to a Bed Bath & Beyond store the product itself and the refund certificate to obtain the refund amount (including sales tax).
- Provided that the settlement is granted final approval, Class Members who have a store receipt, e-mail shipping confirmation from Bed Bath & Beyond or a packing list from Bed Bath & Beyond, showing proof of purchase of a Covered Product between August 1, 2000 and November 9, 2007, or Class Members who have a credit card or other bank statement showing a purchase greater than or equal to \$125.00 from Bed Bath & Beyond between August 1, 2000 and November 9, 2007, but who choose to keep their products will receive a \$10.00 Bed Bath & Beyond gift card by signing a Claim Form affirming under oath that they purchased a Covered Product between August 1, 2000 and November 9, 2007, providing an original or copy of the proof of purchase, and providing details of that purchase including date of purchase, purchase price, store location or web store purchase, and type and size of bed product.
- Provided that the settlement is granted final approval, Class Members who do not have a store receipt, e-mail shipping confirmation from Bed Bath & Beyond or a packing list from Bed Bath & Beyond showing proof of purchase of a Covered Product between August 1, 2000 and November 9, 2007, or a credit card or other bank statement showing a purchase from Bed Bath & Beyond of \$125.00 or more, will receive a 20% discount certificate off any purchase (which could include more than one item, but requires that all items be purchased at the same time) up to \$250.00 (maximum discount of \$50.00) by signing a Claim Form affirming under oath that they purchased a Covered Product between August 1, 2000 and November 9, 2007 and providing details of that purchase including date of purchase, purchase price, store location or web store purchase, and type and size of bed product. The discount certificates will be freely transferable, will expire in ten (10) years, and can be used only in Bed Bath & Beyond stores and not online. They cannot be used in combination with other rebates or coupons for Bed Bath & Beyond products. Normal and customary product exclusions that are contained on all of Bed Bath & Beyond’s regularly issued store coupons will apply and only original discount certificates will be accepted.

Bed Bath & Beyond has the right to investigate, verify and challenge any information and/or documents submitted with a Claim Form by bringing any such instances to the Court’s attention for resolution. Multiple receipts will require filing multiple Claim Forms.

## What Are My Rights?

1. You Can Accept the Settlement. If you wish to receive the monetary benefits of the settlement described above, you **MUST** fill out and submit a Claim Form by May 13, 2008. You can obtain a Claim Form by: (1) downloading the Claim Form and information at [www.BBBThreadCountSettlement.com](http://www.BBBThreadCountSettlement.com), (2) mailing a written request for a Claim Form including your name and address to: BBB Thread Count Settlement Administrator, P.O. Box 6177, Novato, CA 94948-6177, or (3) calling the Settlement Administrator at 1-888-271-6719. If you fail to timely submit a Claim Form and do not exclude yourself from the settlement, then you will be bound by the settlement but will not receive any of the monetary benefits of the settlement.
2. You Can Object to the Settlement. If you believe the settlement is unsatisfactory, you may file written objection by April 11, 2008 with the Clerk of the Court for the Federal District Court of New Jersey and send copies to the following Counsel representing the Class and Defendant:

### Plaintiffs' Counsel

Edith M. Kallas  
Whatley Drake & Kallas, LLC  
1540 Broadway, 37<sup>th</sup> Floor  
New York, NY 10036

### Defendant's Counsel

John F. Schultz  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103

If you object to the settlement, you may not file a Claim Form for monetary benefits under the settlement.

3. You Can "Opt Out" of the Settlement. If you do not wish to participate in this settlement, you must provide written notice by mail. This notice must include your name, current address, and the following statement: "I DO NOT WISH TO BE A PART OF THIS SETTLEMENT. I UNDERSTAND THAT IF I AM EXCLUDED, I WILL NOT BE ELIGIBLE TO RECEIVE ANY BENEFITS OR PROCEEDS OF THE SETTLEMENT. PLEASE EXCLUDE ME." This notice must be postmarked no later than March 21, 2008. Your written notice should be sent to: BBB Thread Count Settlement Administrator, P.O. Box 6177, Novato, CA 94948-6177. If you "opt out" of the settlement, you will not receive any of the monetary benefits of the settlement.

## Are There Other Lawsuits Involved?

Another lawsuit was brought against Bed Bath & Beyond in federal court, with similar allegations, captioned *Solo v. Bed Bath & Beyond Inc.* Bed Bath & Beyond denies any wrongdoing. The *Solo* case was dismissed with prejudice, and is pending appeal and mediation. The parties in the *Solo* case have reached an individual, non-class settlement, subject to final approval of the settlement of this lawsuit, which is more fully described in the Stipulation of Settlement.

## What Claims Will Be Released By This Settlement?

Upon final approval of the Settlement, the lawsuit will be dismissed as to Bed Bath & Beyond and Synergy. In addition, Bed Bath & Beyond and Synergy (to the extent that they supplied the Covered Product to Bed Bath & Beyond) will receive a release from the Class of any and all claims or causes of action that were, could have been, or should have been asserted by the Representative plaintiff or any member of the Class against the Released Person or any of them, during the class period up through the date of Preliminary Approval, based upon or related to Bed Bath & Beyond's advertising, marketing or sale of the Covered Products, or to the facts, conduct, omissions, transactions, occurrences or matters that were alleged in the lawsuit. More information on the release of claims can be found in the Stipulation of Settlement.

## What About Attorneys' Fees, Costs and Expenses?

Subject to Court approval, Class Counsel will apply to the Court for an award of attorneys' fees, costs and expenses. In the Stipulation of Settlement, Bed Bath & Beyond has agreed not to oppose such an application in the aggregate amount of up to \$290,000. If the Court awards attorneys' fees and expenses in an amount no greater than that amount, Bed Bath & Beyond has agreed to pay the amount awarded by the Court to Class Counsel. This payment is in addition to the settlement consideration to the Class Members that is described above and will not reduce the consideration to Class Members if the settlement is approved.

## What Are the Representative Plaintiff's Fees?

In addition to the application by Class Counsel for attorneys' fees and expenses described above, in connection with the Court's consideration of the settlement, Representative Plaintiff intends to file an application for fees in the amount of two thousand, five hundred dollars (\$2,500) for the Representative Plaintiff. In the Stipulation of Settlement, Bed Bath & Beyond has agreed not to oppose such an application. If the Court awards the Representative Plaintiff a fee no greater than that amount, Bed Bath & Beyond has agreed to pay the amount awarded by the Court to the Representative Plaintiff. This payment is in addition to the settlement consideration to the Class Members that is described above and will not reduce the consideration to Class Members if the settlement is approved.

## When Will the Settlement Be Approved?

The Court will hold a hearing on May 28, 2008, in the Federal Courthouse for the Federal District Court of New Jersey, Courtroom 4A, 50 Walnut Street, Newark, NJ 07102, to determine: (1) whether the proposed settlement is fair, reasonable and adequate and should receive final approval; and (2) whether the application of plaintiffs' attorneys' fees and expenses should be granted. Objections will be considered by the Court, but only if such objections are filed in writing with the Clerk before April 11, 2008. Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval.

## Additional Information

You may seek the advice and guidance of your own attorney, if you desire. A complete copy of the proposed settlement may be examined during regular office hours at the Office of the Clerk of the Court, 50 Walnut Street, Newark, NJ 07102. Information is also available at [www.BBBThreadCountSettlement.com](http://www.BBBThreadCountSettlement.com). Please do not contact the Court or Clerk for information.

By order of the Federal District Court for the District of New Jersey.