

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

J. KEVIN LILLY, Bar No. 119981
KEITH A. JACOBY, Bar No. 150233
LITTLER MENDELSON
A Professional Corporation
2049 Century Park East, 5th Floor
Los Angeles, CA 90067.3107
Telephone: 310.553.0308
Fax No.: 310.553.5583
E-mail: klilly@littler.com
[kjacob@littler.com](mailto:kjacoby@littler.com)

LISA C. CHAGALA, Bar No. 217883
LITTLER MENDELSON
A Professional Corporation
1255 Treat Boulevard, Suite 600
Walnut Creek, CA 94597
Telephone: 925.932.2468
Facsimile: 925.946.9809
E-mail: lchagala@littler.com

Attorneys for Defendants
ROSS STORES, INC.; ROSS DRESS FOR
LESS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

TORESSA LOCKETTE; an individual;
individually and on behalf of all other
similarly situated current and former
employees,

Plaintiff,

v.

ROSS STORES, INC., a Delaware
Corporation, ROSS DRESS FOR
LESS, INC., a Virginia Corporation,
and DOES 1-100,

Defendants.

Case No. CV 03430 MMC

JOINT STIPULATION REGARDING
PROPOSED SETTLEMENT IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF
COLLECTIVE ACTION

Date: June __, 2008
Time: __:00 a.m.
Place:

Judge: Hon. Maxine M. Chesney
Complaint filed: June 29, 2007
Trial Date: None set

1 Plaintiff and Class Representative Toressa Lockette (the "Class Representative") and
 2 the Class she represents as defined herein (the "Class"), by and through counsel of record
 3 (Richard L. Kellner, Esq. of Kabateck Brown Kellner, LLP, and Shawn F. Khorrami, Esq. of
 4 Khorrami Pollard & Abir, LLP; collectively, "Class Counsel"), on the one hand, and
 5 Defendants Ross Stores, Inc. and Ross Dress For Less, Inc. (collectively, "Defendants" or
 6 "Ross"), by and through their counsel of record (Keith Jacoby, Esq. of Littler Mendelson,
 7 P.C.), on the other hand, hereby stipulate and agree, subject to Court approval, as follows:

8 1. On June 29, 2007, the Class Representative filed a Complaint in the above-
 9 captioned action, alleging claims for unpaid wages and unlawful business practices (the
 10 "Action"). A First Amended Complaint ("FAC") was filed on September 5, 2007. The
 11 Action alleged that all persons employed by Ross in any retail store in the United States or
 12 United States territories in the position of Assistant Store Manager ("ASM") at any time
 13 within three years of the preliminary approval of this settlement, as well as all persons in
 14 California employed as ASMs prior to April 1, 2007 who were not affected by the *Taylor*¹
 15 litigation (collectively, the "Class Members"), were improperly classified as exempt from
 16 overtime under federal law (the "Class Claims"). The Class Representative sought, on
 17 behalf of herself and the putative class wages, liquidated damages, interest, attorneys' fees
 18 and costs arising from the stated putative Class Claims.

19 2. On October 5, 2007, Ross filed an Answer to the FAC, denying the material
 20 allegations in the FAC, and denying that it has, in whole or in part, any liability for the
 21 claims sought in the Action, including the Class Claims. Ross continues to deny any liability
 22 for any act or omission alleged in the Complaint. Pursuant to Rule 408 of the Federal Rules
 23 of Evidence, this Stipulation shall be inadmissible in evidence in any proceeding, except as
 24 necessary to approve, interpret or enforce this Stipulation.

25 ¹ For purposes of this Stipulation, the "*Taylor* litigation" shall refer to *Taylor v. Ross Stores*
 26 *Coordinated Actions*, San Bernardino County Superior Court Case No. RCV 065453. Those ASMs
 27 who released claims for overtime and related claims arising from their exempt status in the *Taylor*
 28 litigation are also precluded from asserting any claims arising out of or are reasonably related to the
 facts alleged in this Action, including, without limitation, all claims under the California Labor
 Code, Industrial Welfare Commission Wage Orders and the California Business and Professions
 Code, or in connection with any other action, including administrative proceedings.

1 3. Class Counsel and counsel for Ross have conducted their own respective
 2 investigations into the allegations of the Action and evaluated the information produced in
 3 the Action. The parties recognize that further litigation will cause inconvenience,
 4 distraction, disruption, delay and expense disproportionate to the potential benefits of
 5 litigation and has taken into account the risk and uncertainty of the outcome inherent in any
 6 litigation. Based on their own independent investigations and evaluations, the Parties and
 7 their respective counsel are of the opinion that the settlement for the consideration and on the
 8 terms set forth in this Stipulation is fair, reasonable, and adequate and is in the best interest
 9 of the Class Members and Ross, in light of all known facts and circumstances and the risks
 10 inherent in litigation; including the potential appellate issues. The proposed settlement for
 11 each participating Class Member is fair, reasonable and adequate, given the inherent risks of
 12 litigation.

13 4. On January 30, 2008, all counsel of record and corporate representatives of
 14 Ross attended a full day mediation session before Jeffrey Krivis, a mediator with extensive
 15 experience mediating complex class action litigation. The settlement set forth in this
 16 Stipulation reflects the agreement in principle reached at the end of the January 30, 2008
 17 mediation.

18 5. The proposed settlement described in this Stipulation contemplates, as detailed
 19 below, that Ross will pay certain compensation to Class Members who opt into the
 20 settlement, to settle all claims brought by Class Members in the Action for all allegedly
 21 unpaid wages owed, and any statutory damages/penalties arising from any conduct alleged as
 22 part of the Class claims or in the Complaint, including any allegedly unfair, unlawful or
 23 fraudulent business practices. The Parties desire to terminate said controversy and settle
 24 their respective differences, controversies and misunderstandings, and seek Court approval
 25 of this Settlement.

26 6. This Stipulation is contingent upon the approval of the Court and is for
 27 settlement purposes only. Ross does not waive, and instead expressly reserves any and all
 28 rights to challenge the merits of the Class's claims and the continuing propriety of class

1 certification for any purpose, and this agreement shall be void, *ab initio*, should the Court not
2 approve this or any other subsequently filed Stipulation.

3 7. In order to effectuate the purposes of this Settlement, the Parties hereby agree
4 as follows, and propose for approval, the following specific terms and conditions.

5 8. The Settlement contains the following essential terms:

6 A. The parties acknowledge that no later than ninety (90) days after final
7 approval of the settlement of the Action, Ross will begin paying ASMs on an hourly basis
8 and will not, absent a material change in the law or factual circumstances that would justify a
9 further operational change, apply the executive exemption with respect to ASMs employed
10 by Ross in the United States. All Class Members who are current employees of Ross must
11 also agree to accurately report all hours worked and not to perform any work for Ross on an
12 "off the clock" basis. Ross shall retain the right to evaluate and classify its employees as
13 exempt or non-exempt.

14 B. Ross will pay a fixed sum total of One Million Two Hundred Thousand
15 Dollars (\$1,200,000.00) to fund the Settlement for the benefit of the Class Members ("Gross
16 Settlement Amount" or "GSA"), payable upon the presentation of valid claims, in
17 accordance with the process set forth herein. Payment of the GSA shall be made by Ross by
18 wire transfer to a settlement fund account (the "Fund") designated and maintained by a third-
19 party claims administrator appointed by the Court to administer the claims process and
20 settlement of the Action within thirty (30) days of the final approval of the settlement by this
21 Court. The Parties intend that the Fund to be created shall qualify as a "qualified settlement
22 fund" under Treas. Reg. §1.468B-1. Accordingly, the obligation of Ross to make payment
23 of the GSA to the Fund is contingent upon the Court's entry of an order establishing the Fund
24 and appointing a claims administrator (the "CA") as contemplated above. It shall be a
25 further condition that the order shall confirm the parties' agreement that the Fund is
26 established to resolve the contested compensation claims described in paragraph 10 and shall
27 direct the CA to maintain the Settlement Proceeds until distribution in an account or accounts
28 segregated from the assets of Ross and any person related to Ross.

1 C. Class Counsel shall be entitled to recover attorneys fees and costs out of
 2 the GSA. Ross shall not object to any claim for attorneys fees that does not exceed thirty-
 3 three percent (33%) of the GSA. In the event that final approval of the settlement is granted,
 4 but less than 33% of the GSA is awarded as fees and costs to Class Counsel, those monies
 5 will be distributed *pro rata* to participating Class Members.

6 D. The Class Representative shall be entitled to a fee enhancement out of
 7 the GSA, in an amount up to Five Thousand Dollars (\$5,000.00), in addition to the claim
 8 share she receives as a Class Member, for her representation of Class Members in the
 9 Action. The amount remaining after subtracting attorneys fees and costs and enhancement
 10 described above shall constitute the "Net Settlement Amount".

11 E. After said deductions, the parties shall calculate the *pro rata* share of the
 12 Net Settlement Amount that will be available for each Class Member to claim, based on the
 13 number of workweeks said Class Member worked as an ASM during the class period, as set
 14 forth in Paragraph 9(A) of this Joint Stipulation.

15 F. Ross will also reimburse Class Counsel for the cost of the mediation.
 16 All Parties will otherwise bear their own fees and expenses in connection with this litigation,
 17 and Ross bears no responsibility for any decision by the Court to decline to award the full
 18 amount of fees and costs sought by Class Counsel.

19 9. Class Representative and Class Counsel will recommend to the Court, and
 20 request Court approval, of the following procedure for allocation of the GSA to Class
 21 Members:

22 A. Class Members shall have a period of no less than sixty (60) days and
 23 no more than ninety (90) days in which to opt in and participate in the proposed settlement
 24 set forth herein. If the Class Members that elect to participate do not represent over 50% of
 25 the total workweeks in the Class, Ross will have the option of voiding the settlement within
 26 fourteen days of the close of the class opt in period.

27 B. Funds from the Net Settlement Amount will be distributed on a *pro rata*
 28 basis, based upon the number of workweeks each Class Member was employed by Ross as

1 an ASM. Said monies will be paid in consideration for the release set forth on each Class
2 Member's claims form. All of the proceeds paid to Class Members shall be treated as wages
3 and subject to all applicable withholdings and deductions.

4 C. Notwithstanding any of the provisions set forth hereinabove, in the
5 event that any Class Member does not make a claim for their allotted portion of the Net
6 Settlement Amount, all remaining monies after the payment of all attorneys fees, costs, and
7 enhancements shall be distributed on a *pro-rata* basis to Class Members who did make
8 claims, using the same workweek methodology used to determine the initial division of the
9 proceeds.

10 10. As part of the motion for preliminary and final approval of this proposed
11 settlement, Ross shall not contest any portion of the above Class Representatives' and Class
12 Counsels' proposal to the Court for allocation of the GSA, so long as such allocation is
13 consistent with the provisions of Paragraphs 8-9 herein.

14 11. It is specifically understood that this is a "no reversion" settlement; that is,
15 Ross will pay the amount as stated in Paragraph 8B, above, without condition and without
16 reimbursement of any amounts to Ross, unless the Settlement is voided by the Court or upon
17 the occurrence of any event that this Stipulation that provides for the voiding of the
18 settlement.

19 12. Except as specifically set forth herein, Class Counsel and the CA will be solely
20 responsible for locating Class Members, and will be responsible for verifying and obtaining
21 updated addresses information. Class Counsel and the CA will be solely responsible, under
22 Court supervision, for administration of the Settlement, including, but not limited to: seeking
23 preliminary and final approval; providing notice to Class Members; collecting claims;
24 determining claim shares; and distributing settlement proceeds (including withholding for
25 payroll taxes and income taxes on W-2 wage payments made to Class Members for the
26 amounts to be paid as W-2 wages; complying with the reporting and payment obligations
27 imposed by Treas. Reg. §1.468B-2(1)(2) on the Fund (as well as reporting and payment
28 obligations to state and local tax authorities with respect to the Fund); and paying any tax

LITTLER MENDELSON
ATTORNEYS AT LAW
17th Floor
1290 Third Street
San Francisco, CA 94107
415 774 2400

JOINT STIPULATION RE: PROPOSED SETTLEMENT
ISO MOTION FOR PRELIMINARY APPROVAL OF
COLLECTIVE ACTION (NO. CV 03430 MMC)

1 imposed on the Fund pursuant to Treas. Reg. §1.468B-2(a) and other applicable provisions
2 of Federal, state or local law imposing tax on the Fund).

3 13. Ross' responsibility with regard to administration is to provide in electronic
4 form the names, last known address and social security number of all eligible Class
5 Members, and the number of workweeks each Class Member worked as an ASM during the
6 relevant time period. The CA shall furnish to Ross copies of all Forms W-2, 1099, or other
7 tax reporting forms provided by the Fund to any payee of GSA proceeds within thirty days
8 after each such form has been furnished to the payee shown thereon. All costs of claims
9 administration will be borne by Ross, and are not part of the GSA

10 14. The Parties and their attorneys will not, in any way, make any efforts to
11 dissuade Class Members from making claims or otherwise participating in the Settlement.
12 As to any inquiries by current or former employee Class Members, Ross will instruct its
13 management and supervisory employees to generally state as follows:

14 "Ross has agreed to settle claims relating to issues of how certain
15 Assistant Store Managers were compensated. These claims are
16 disputed, and the settlement does not mean that the Company has
17 admitted it has done anything improper. The Company has absolutely
18 no objection to your participation in the Settlement, including your right
19 to receive monies from the fund created by the Company. If you have
20 any questions about the nature of the case or the settlement process, you
21 should contact Class Counsel indicated on the notice you received."

22 15. The Parties also agree not to make or issue any statements that would tend to
23 disparage the other, related to the Class Action or the settlement thereof. Class Counsel will
24 issue no press releases regarding the settlement, will make no postings on websites and will
25 give no interviews to the media regarding the settlement.

26 16. The parties consent to this United States District Court to retain jurisdiction
27 over the Action and this Settlement, in order to enforce its terms, and to resolve any dispute
28 regarding this Settlement. Following the time when the Court enters an order of final

1 approval of the Settlement, Class Counsel will ask the Court to enter, and Ross will be
 2 granted, a Dismissal With Prejudice of the Collective Action, and of the Class Claims by the
 3 Class Members.

4 17. The Parties have agreed that [Claims Administrator] will perform the duties of
 5 the CA for the purpose of administering claims made by Class Members in accordance with
 6 this Stipulation. The document entitled, "NOTICE OF PROPOSED CLASS ACTION
 7 SETTLEMENT AND FINAL FAIRNESS AND APPROVAL HEARING" ("Notice") in the
 8 form agreed to by Class Counsel and counsel for Defendants and approved by the Court shall
 9 be sent by the CA to each Class Member by first class mail to his or her last known address
 10 with directions to the Postmaster to forward the Notice and return all undeliverable Notices
 11 to the CA. The CA shall mail the foregoing Notice to each Class Member within thirty (30)
 12 business days of the entering of the order granting preliminary approval of the settlement and
 13 Notice. Attached to the Notice will be a "Class Action Settlement Claim Form" ("Claim
 14 Form") in the form agreed to by Class Counsel and Ross and the Court. Each Claim Form
 15 will contain pre-printed information from Ross' business records as to the number of
 16 workweeks the Class Member spent as an ASM. Ross will cooperate with the claims
 17 administrator to timely investigate all disputes as to total number of workweeks credited to
 18 any class member. Ross's records will control in the event of a dispute, unless the class
 19 member submits formal payroll documentation placing the accuracy of Ross' records in
 20 dispute.

21 18. In the event a dispute arises as to the proper number of workweeks a particular
 22 class member should be credited with, and in the event Class Counsel and Ross cannot
 23 resolve this dispute, the Court shall resolve the dispute. The Notice and the Claim Form will
 24 direct the Class Members to return the Claim Forms directly to the CA.

25 19. There will be one search by the CA, via an approved method, using a Social
 26 Security Number which shall be provided by Ross for each Class Member whose Notice is
 27 returned as undeliverable. One supplemental Notice may be mailed to each Class Member
 28 whose Notice is returned as undeliverable to the CA within thirty (30) days of the initial

LITTLER MENDELSON
 & PARSONS LLP
 1001 Tower
 12th Floor
 2000 4th St
 San Francisco, CA 94107
 415.774.2000

JOINT STIPULATION RE: PROPOSED SETTLEMENT
 ISO MOTION FOR PRELIMINARY APPROVAL OF
 COLLECTIVE ACTION (NO. CV 03430 MMC)

1 mailing of the Notice by the CA. Any requests by the CA for documents or information
 2 from Ross must be responded to within a reasonable amount of time to be agreed upon by
 3 Class Counsel and counsel for Defendants.

4 20. Subject to Court approval, Class Members shall have ninety days (referred to
 5 hereafter as the "Claims Period") from the date that the CA mails the Notice to them to
 6 properly complete the Claim Form, sign it under penalty of perjury, and to return it by mail
 7 to the CA. Claim Forms postmarked after the close of the Claims Period will not be
 8 honored. Additional time may be provided to a Class Member upon a showing of good
 9 cause as determined by the Court.

10 21. Class Members who properly complete the Claim Form, sign it under penalty
 11 of perjury, and return it to the CA in a timely manner will be considered "Qualified
 12 Claimants." The CA will certify what claims were timely filed. The CA will then calculate
 13 the amount of the payment to each Qualified Claimant in accordance with this Stipulation.
 14 The CA is responsible for issuing the payments and withholding all required state and federal
 15 taxes in accordance with this Stipulation. The CA shall be responsible for all W-2s, notices,
 16 mailings, secondary mailings if any, claims administration, and making any and all payments
 17 to Class Members in accordance with this Stipulation. The CA shall mail the settlement
 18 payments to Qualified Claimants within 30 business days after the final approval of the
 19 settlement or, if there is any objection to the settlement, within three (3) business days after
 20 expiration of the time to file appeals or the resolution of any appeals filed. If there is an
 21 objection to the settlement that is later withdrawn, the CA shall mail the settlement payments
 22 within ten (10) business days of receipt of notice that such objection has been withdrawn.
 23 Proof of payment will be filed with the Court and provided to counsel for the respective
 24 Parties.

25 22. In the event that the Class Members that elect to participate in this Settlement
 26 do not represent over 50% of the total workweeks in the potential class, Ross will have the
 27 option of voiding the settlement within fourteen days of the close of the opt in period set
 28 forth in Paragraph 9(A). If this agreement is voided, then this and all agreements concerning

1 settlement of this Action, including, but not limited to, the Memorandum of Understanding
 2 executed by the parties on March 20, 2008 shall be considered void and inadmissible in all
 3 subsequent legal proceedings. Ross expressly reserves all of its rights to contest class
 4 certification as well as the merits of this matter, should this agreement be voided.

5 23. In and for the valuable consideration as provided herein, and based on the
 6 foregoing items, each Class Member who participates in this Settlement and complies with
 7 the opt in provisions set forth in Paragraph 9 must execute a claim form that includes a
 8 release of the following: any and all claims, causes of action, damages, wages, benefits,
 9 expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any
 10 other form of relief or remedy in law, equity, or whatever kind or nature, whether known or
 11 unknown, suspected or unsuspected, that they or either of them presently has or have against
 12 Ross (and its respective present and former officers; directors, shareholders, et al) related to
 13 the Action and any claims arising out of the Action, as well as any claim for failure to pay
 14 overtime compensation.

15 24. The Parties also agree, for their respective selves, principals, agents,
 16 representatives, employees, attorneys, successors and assigns that they will abide by this
 17 Settlement, which terms are meant to be contractual, and further agree they will do such acts
 18 and prepare, execute and deliver such documents as may be required in order to carry out the
 19 purposes and intent of this Settlement.

20 25. Except as provided elsewhere in this Settlement as to rights and remedies
 21 caused by a breach of this Settlement, it is understood and agreed this Settlement shall act as
 22 a full and final accord and satisfaction, and as a bar to all Class Claims, whether or not now
 23 known. The Parties acknowledge they are familiar with section 1542 of the California Civil
 24 Code, which provides as follows:

25 **CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE.**

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
 27 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**
 28 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**

LITTLER MENDELSON
 A PROFESSIONAL CORPORATION
 1210 17th Street
 Suite 200
 Walnut Creek, CA 94597
 925 937 2111

JOINT STIPULATION RE: PROPOSED SETTLEMENT
 ISO MOTION FOR PRELIMINARY APPROVAL OF
 COLLECTIVE ACTION (NO. CV 03430 MMC)

KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR.

26. The Parties expressly waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by the provisions of section 1542 of the California Civil Code, as well as under any other similar state or federal statute, to the fullest extent they may lawfully waive such rights or benefits pertaining to the released Class Claims.

27. The purpose of this Settlement is to accomplish the compromise and settlement of disputed and contested Class Claims (which are specifically denied by Ross), and to avoid the cost of continuing the Class Action to trial and appeal. Nothing in this Settlement shall be construed as a suggestion or admission of any violation of any federal or California statute or wage regulation, or of any other non-compliance with or violation of law, statute or regulation by any Party.

28. This Stipulation constitutes the complete and entire written Settlement of compromise, settlement and release by and among the parties hereto, and constitutes the complete expression of the terms of the Settlement for which Court approval will be sought. All previous and/or contemporaneous agreements, representations and negotiations regarding the matters resolved herein are superseded.

29. Each of the Parties acknowledges no other person, nor any attorney of any other person, has made any promise, representation or warranty whatsoever, express or implied, not contained herein, concerning the subject matter hereof, to induce any party to execute or authorize the execution of this Settlement, and each Party acknowledges he or she or it has not executed or authorized the execution this Settlement in reliance upon any such promise, representation or warranty not contained herein.

30. Each individual signing this Settlement directly and expressly warrants he/she has been given, and has received and accepted, authority to so sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further, has been expressly given, and received and accepted, authority to enter into a binding agreement

1 on behalf of such Party, with respect to the matters contained herein and stated herein.

2 31. The terms of this Settlement can only be amended or modified by a writing,
3 signed by duly authorized representatives of all of the Parties, expressly stating such
4 modification or amendments is intended, and subject to Court approval.

5 32. If any provision of this Settlement is found to be illegal or unenforceable, then
6 any such provision shall be deemed stricken and the remaining provisions thereof shall,
7 nevertheless, remain in full force and effect. In the event of a breach, this Settlement may be
8 specifically enforced.

9 33. Waiver of any one breach of any provision of this Settlement shall not be
10 deemed a waiver of any other breach of any provision of this Settlement.

11 34. Each of the Parties and their counsel have reviewed and revised this
12 Settlement, and the normal rule of construction to the effect any ambiguities in an agreement
13 are to be resolved against the drafting party shall not be employed in the interpretation of this
14 Settlement. Each of the Parties represents and warrants the attorney approving this
15 Settlement as to form on his or its behalf is the attorney employed by her or it to represent
16 her or it with respect to this Settlement, and all matters covered by and related to them, and
17 she or it has been fully advised by said attorneys with respect to his or its right and
18 obligations as to the execution of this Settlement. The Parties declare they know and
19 understand the contents of this Settlement, and they have executed the same voluntarily.

20 35. All Parties executing this Settlement agree that any signatures by fax and/or
21 copies of signatures shall be deemed valid and binding. All original signatures are to be
22 provided to Class Counsel. This Settlement may also be executed in counterparts.

23 36. Unless otherwise specifically provided herein, all notices, demands or other
24 communications given hereunder shall be in writing and shall be deemed to have been duly
25 given as of the third business day after mailing by United States registered or certified mail,
26 return receipt requested, addressed as follows:

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

To the Class:

Richard L. Kellner, Esq.
Kabateck Brown Kellner LLP
644 South Figueroa Street
Los Angeles, CA 90017

To Defendants:

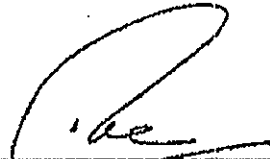
Keith A. Jacoby
LITTLER MENDELSON
A Professional Corporation
2049 Century Park East, 5th Floor
Los Angeles, CA 90067

37. Time is of the essence in this Settlement.

38. By their signatures below, Class Counsel are entering into this Settlement on behalf of the Class Representatives and on behalf of the individual Class Members, subject to the Court's approval of the Settlement.

39. This Settlement will survive the dismissal of the Collective Action referenced herein.

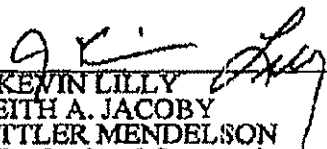
RESPECTFULLY SUBMITTED.
Dated: May 17, 2008


RICHARD L. KELLNER
KABATECK BROWN KELLNER LLP
Class Counsel

Dated: May 15, 2008


SHAWN F. KHORRAMI
KHORRAMI POLLARD & ABIR, LLP
Class Counsel

Dated: May 15, 2008


J. KEVIN LILLY
KEITH A. JACOBY
LITTLER MENDELSON
A Professional Corporation
Attorneys for Defendants
ROSS STORES, INC; ROSS DRESS FOR
LESS, INC.