

EXHIBIT A

HUNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SEAN BORING, individually and on
behalf of similarly situated;

Plaintiff,

vs.

BED BATH & BEYOND OF
CALIFORNIA, a Delaware Limited
Liability Company, and DOES 1 through
100,

Defendants.

Case No. 3:12-cv-05259-JST

**NOTICE OF SETTLEMENT OF CLASS
ACTION LAWSUIT**

To: All current and former Bed Bath & Beyond of California Limited Liability Company (“Bed Bath & Beyond”) employees who held the position of Store Manager, Assistant Manager and/or Department Manager in a Bed Bath & Beyond store in California (“Covered Position”) at any time from August 1, 2008 through November 27, 2013 (“Class Period”):

**PLEASE READ THIS NOTICE CAREFULLY
IT MAY AFFECT YOUR LEGAL RIGHTS
YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT**

I. INTRODUCTION

A proposed class action settlement (the “Settlement”) of the above-captioned action (the “Action”) pending in the United States District Court, Northern District of California (the “Court”), has been reached by the parties and has been granted preliminary approval by the Court supervising the Action.

A final settlement hearing will be held on **May 29, 2014 at 2:00 p.m.** to determine whether the Settlement should be granted final approval. Records of Bed Bath & Beyond show that you were employed by Bed Bath & Beyond in a Covered Position, as defined above, and therefore are a class member in this Action (“Class Member”). You may be eligible to participate in this Settlement if you were required to drive your car during the Class Period for Bed Bath & Beyond’s benefit in connection with the performance of your duties for Bed Bath & Beyond but were not reimbursed for all business mileage driven.

As a Class Member, you may be entitled to money under the Settlement and the Settlement affects your legal rights, unless you “opt out” of the Settlement. The purpose of this Notice is to: (1) describe the Action, (2) inform you of the terms of the Settlement, and (3) inform you of your rights and options in connection with the Settlement. Bed Bath & Beyond encourages employees to carefully read this Class Notice and understand their rights. Bed Bath & Beyond will not retaliate against any employee who submits a Claim Form in connection with this settlement.

II. SUMMARY OF THE ACTION

Plaintiff Sean Boring (“Plaintiff”) contends that Bed Bath & Beyond of California (“Bed Bath & Beyond”) failed to indemnify or reimburse him and putative class members for business expenditures incurred in direct consequence of the discharge of their job duties pursuant to California Labor Code § 2802. Plaintiff alleges that Bed Bath & Beyond required him and other putative class members to drive their own vehicles to transfer inventory between Bed Bath & Beyond stores, travel to the Post Office, obtain change from local banks, travel to stores to purchase office and other supplies at local businesses, all without reimbursing them for necessary mileage expenses. Plaintiff also alleges that these practices constituted a violation of California Business and Professions Code §§ 17200 *et seq.*, and entitles them to penalties under California’s Private Attorney General’s Act of 2004, which is codified as Labor Code Section 2698 *et seq.* Plaintiff sought to maintain a class action for his claims on behalf of himself and all persons who are or have been employed by Bed Bath & Beyond in Covered Positions in the State of California. Covered Positions include Store Managers, Assistant Managers and Department Managers.

Bed Bath & Beyond denies any liability or wrongdoing of any kind in connection with Plaintiff’s claims, and contends it has had, during all relevant times, a policy providing for the reimbursement of all reasonable and necessarily incurred business expenses, including those alleged in the Action, and that employees were permitted to seek reimbursement and

have been reimbursed pursuant to that policy. Bed Bath & Beyond contends that it has appropriately indemnified employees for all reasonable and necessarily incurred business expenses.

The Court has not ruled on the merits of Plaintiff's claims.

The Court granted preliminary approval of the Settlement on November 27, 2013 on behalf of a settlement class defined as all individuals who work or worked for Bed Bath & Beyond in a Covered Position in California at any time during the Class Period. At that time, the Court also preliminarily approved Plaintiff to serve as Class Representative, and the law firms of Ackermann & Tilajef, PC, and The Malk Law Firm to serve as Class Counsel.

The Court also scheduled a Final Approval Hearing on the Settlement at 2:00 p.m. on May 29, 2014 in Courtroom 9, 19th Floor, United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco California 94102, at which time the Court will decide whether to grant final approval of the Settlement.

III. SUMMARY OF SETTLEMENT TERMS

Settlement Amount. Bed Bath & Beyond has agreed to pay up to a maximum of Four Hundred and Fifteen Thousand U.S. Dollars (\$415,000.00) (the "Maximum Settlement Amount") to fully resolve the claims in the Action. This Maximum Settlement Amount includes claims administration costs, attorneys' fees, litigation expenses, and a service enhancement to the Class Representative as outlined below.

Claims Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Maximum Settlement Amount as follows, which will be subject to final Court approval prior to distribution of settlement payments to Class Members:

- Claims Administration. Payment to the Claims Administrator, not to exceed \$20,000.00, for the expense of notifying the Class Members of the Settlement and processing claims and opt-outs submitted by Class Members.
- Attorneys' Fees and Expenses. Payment to Class Counsel of reasonable attorney's fees not to exceed \$138,333.33 as reasonable compensation for the work Class Counsel performed in this Action, and will continue to perform through settlement finalization, together with reimbursement for costs and expenses actually incurred in connection with the Action in an amount not to exceed \$10,000.00. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The final amount of attorneys' fees and expenses will be determined by the Court.
- Service Payment to Plaintiff Sean Boring. A Service Payment not to exceed \$7,500.00 to Plaintiff Boring to compensate him for his services on behalf of the Class in initiating and prosecuting the action. This payment is in addition to whatever payments Plaintiff Boring is otherwise entitled to as a Class Member. The final amount of any service payment to Plaintiff Sean Boring will be determined by the Court.

Calculation of Class Member Awards. Pro rata settlement payments to Class Members will be calculated based on each Class Member's relative percentage of eligible employee service time in a Covered Position based on Bed Bath & Beyond's internal records. After deducting for attorney's fees, litigation costs, the service enhancement, and claims administration fees, the remainder of the Maximum Settlement Amount will be allocated to Qualified Claimants, i.e., to those Class Members who timely submit a completed Claim Form. Unclaimed settlement funds, if any, will be re-allocated to the Qualified Claimants. As a result, a Qualified Claimant's actual settlement payment could exceed the Estimated Payment. In no event, however, will a Qualified Claimant's actual settlement payment be more than ten (10) times greater than the Estimated Payment. Any funds remaining will be donated to the Volunteer Legal Services Program of the Bar Association of San Francisco, subject to final approval by the Court.

Payments to Class Members. Only Class Members who have properly and timely returned a completed Claim Form postmarked by March 12, 2014, and who did not opt out of the settlement as provided for below ("Qualified Claimants"), will be entitled to receive a payment pursuant to the settlement. If the conditions of the Settlement (as described in this Notice) are met, and if the Court grants final approval of the Settlement, then settlement checks will be mailed to Class Members who submit timely and valid Claim Forms.

Tax Matters. Settlement payments to Qualified Claimants shall be treated as payments for expense reimbursements. Qualified Claimants shall be exclusively liable for any and all tax liability, if any. Qualified Claimants should consult with their tax advisors concerning the tax consequences, if any, of the payments they receive under the Settlement.

Releases. Upon Final Approval of the Settlement, each Qualified Claimant and each member of the Class who has not opted out of the settlement shall be deemed to have fully, finally, and forever released Bed Bath & Beyond and its past, present and/or future, direct and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors and/or assigns from all Class Member Released Claims through the date of Preliminary Approval. "Class Member Released Claims" shall mean any and all claims against Bed Bath & Beyond, as defined herein, arising from the allegations in the Second Amended Complaint (and all prior Complaints) filed in this Action for claims under California Labor Code sections 2802 and 2698 *et seq.*, California Business & Professions Code § 17200, and all claims for related penalties, indemnity or reimbursement of expenses. All Class Members shall be bound by this release whether or not they return the Claim Form necessary to receive payment of their allocated settlement amount, unless they formally opt out.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Settlement Hearing finally approving the Settlement.

IV. CLAIMING MONEY FROM THE SETTLEMENT

Only Class Members who were required to drive their own personal car during the Class Period for Bed Bath & Beyond's benefit in connection with the performance of their duties for Bed Bath & Beyond but were not reimbursed for all business mileage driven may participate in this Settlement. If you were reimbursed for some, but not all, of your expenses, you are still eligible to make a claim.

Class Members who want to receive money under the Settlement must completely fill out, sign and date the enclosed Claim Form and mail the completed form **postmarked by no later than March 12, 2014** to the Claims Administrator at the following address:

Sean Boring v. Bed Bath & Beyond Claims Administration Center
c/o Simpluris, Inc.
PO Box 26170
Santa Ana, CA 92799

Claim Forms postmarked after March 12, 2014 will be denied. If you wish to have confirmation that the Claims Administrator has received your Claim Form, please send your Claim Form to the Claims Administrator by certified U.S. Mail with a return receipt request.

The Claim Form indicates the amount of your Estimated Payment. The Claim Form also lists the dates you worked in a Covered Position during the Class Period. If you believe the data listed on the Claim Form is incorrect, you may submit a challenge in writing to the Claims Administrator. You must also send the Claims Administrator any documents or other information that supports your challenge to the information on the Claim Form. The Claims Administrator will use records of Bed Bath & Beyond and any information you provide to resolve any dispute about your employment data. All such challenges must be received within the 60-day Claims Period in which Class Members must submit claims.

Class Members who do not submit a Claim Form or who file Claim Forms after the March 12, 2014 deadline **will not receive any money** from the Settlement. **Class members who do not submit a timely Claim Form will still be bound by the Releases in the manner described above, unless they opt out pursuant to the provisions below.**

V. RIGHT TO OPT OUT

If you do not wish to participate in the Settlement of your claims, you may exclude yourself from the Settlement (or "opt out") by notifying the Claims Administrator in writing of your intent to opt out. As part of the notification, you must provide your name, address, signature, and a statement that you wish to opt-out of the settlement (*e.g.* "I wish to opt out of the settlement in *Boring v. Bed Bath & Beyond.*"). The written opt-out notification to the Claims Administrator must be postmarked on or before March 12, 2014. **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms.** Written opt-out notifications that are post-marked after the Claims Period will be rejected, and Class Members submitting untimely opt-out notifications shall be bound by the Settlement and its releases but will not be considered Qualified Claimants and will not receive settlement payments.

VI. RIGHT TO OBJECT

If you are a Class Member who has not opted out and believe that the Settlement should not be finally approved by the Court for any reason, you may object to the proposed Settlement. Objections must be in writing, state the basis for any objection, and must be filed with the United States District Court, Northern District of California, which is located at 450 Golden Gate Avenue, San Francisco California 94102, on or before March 12, 2014.

<u>Class Counsel:</u>	
Craig J. Ackermann Ackermann & Tilajef, PC 1180 South Beverly Drive, Ste. 610 Los Angeles, CA 90035	Michael Malk The Malk Law Firm 1180 South Beverly Drive, Ste. 610 Los Angeles, California 90035

If you wish to object and have the objection considered by the Court, you must also appear at the Final Approval Hearing scheduled for May 29, 2014 at 2:00 p.m., in Courtroom 9, 19th Floor, United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102. You have the right to appear either in person or through your own attorney at this hearing. Objections not previously filed in writing in a timely manner as described above will not be considered by the Court. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before March 12, 2014. All objections or other correspondence must state the name and number of the case, which is *Sean Boring v. Bed Bath & Beyond of California Limited Liability Company*, United States District Court, Northern District of California, Case No. 3:12-cv-05259-JST. If you object to the Settlement, you will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

VII. HEARING ON THE SETTLEMENT

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at 2:00 p.m. on May 29, 2014 in Courtroom 9, United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco California 94102. The Hearing may be continued without further notice. **Unless you file an objection, you are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

VIII. ADDITIONAL INFORMATION

This Notice is only a summary of the Action and the Settlement. Class Members should contact the Claims Administrator with any concerns or questions regarding the Settlement by telephone at 1-888-836-1707 or by mail at Sean Boring v. Bed Bath & Beyond Claims Administration Center, c/o Simpluris, Inc., PO Box 26170, Santa Ana, CA 92799. You may also refer to the pleadings, the Stipulation of Settlement, and other papers filed in the Action, which may be inspected at the Office of the Clerk for the United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco California 94102, during regular business hours of each court day.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

Sean Boring v. Bed Bath & Beyond of California Limited Liability Company
United States District Court, Northern District of California, Case No. 3:12-CV-05259-JST

CLAIM FORM

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Name/Address Changes, if any:

(_____) _____ - _____
Area Code Home Telephone Number

Only individuals required to drive their car during the Class Period for Bed Bath & Beyond’s benefit in connection with the performance of their duties for Bed Bath & Beyond, but who were not reimbursed for all business mileage driven may participate in this Settlement.

Your Estimated Payment under the Settlement will be \$[MERGED_EstSettAmt_CALC]. This Estimated Payment may increase based on the number of Claim Forms submitted. Unclaimed settlement funds associated with Class Members who do not submit Claim Forms will be re-allocated to Class Members who do submit timely and signed Claim Forms. (In no event, however, will a Class Member’s actual settlement payment be more than ten (10) times greater than the Estimated Payment. Any funds in excess of ten (10) times the Estimated Payment will be donated to the Volunteer Legal Services Program of the Bar Association of San Francisco, subject to final approval by the Court.)

To receive your portion of the settlement funds, you must sign, date and return this form, postmarked no later than March 12, 2014, addressed to:

Sean Boring v. Bed Bath & Beyond Claims Administration Center
c/o Simpluris, Inc.
PO Box 26170
Santa Ana, CA 92799

IF YOU DO NOT RETURN THIS FORM POSTMARKED BY MARCH 12, 2014, YOU WILL NOT BE ELIGIBLE TO RECEIVE ANY PORTION OF THE SETTLEMENT FUNDS.

I. Calculation of Settlement Shares

Shares of the settlement are allocated based on a Class Member’s dates of employment with Bed Bath & Beyond in Covered Positions in California. Covered Positions are the positions of Store Manager, Assistant Manager and Department Manager. Thus, all Store Managers, Assistant Managers and/or Department Managers who were employed in a Bed Bath & Beyond store in California at any time during the Class Period (August 1, 2008 to November 27, 2013) worked in Covered Positions.

The records of Bed Bath & Beyond show that you worked in a Covered Position during the following time period(s):

	Start	End
Period 1	[MERGED_C_StartDate_1_CALC]	[MERGED_C_EndDate_1_CALC]
Period 2	[MERGED_C_StartDate_2_CALC]	[MERGED_C_EndDate_2_CALC]
Period 3	[MERGED_C_StartDate_3_CALC]	[MERGED_C_EndDate_3_CALC]
Period 4	[MERGED_C_StartDate_4_CALC]	[MERGED_C_EndDate_4_CALC]
Period 5	[MERGED_C_StartDate_5_CALC]	[MERGED_C_EndDate_5_CALC]

If you believe the data listed above is incorrect, you may submit a challenge in writing to the Claims Administrator. You must send the Claims Administrator any documents or other information that supports your challenge. The Claims Administrator will use records of Bed Bath & Beyond and any information you provide to resolve any dispute about your employment data. All such challenges must be submitted and postmarked no later than March 12, 2014. The Claims Administrator’s determinations regarding employment data disputes shall be final.

III. Change of Address

It is your responsibility to keep a current address on file with the Claims Administrator. Please make sure to notify the Claims Administrator of any change of address.

IV. Release

By signing below, you agree to release Bed Bath & Beyond of California Limited Liability Company, and all related companies, subsidiaries, entities, future and former direct and indirect parents, affiliates, successors and predecessors, and all current and former employees and officers of said entities (“Bed Bath & Beyond”) from any and all claims against Bed Bath & Beyond, as defined herein, arising from the allegations in the Second Amended Complaint (and prior Complaints) filed in the Action that Bed Bath & Beyond failed to reimburse Store Managers, Assistant Managers, and Department Store Managers for mileage-related expenses necessarily incurred while performing their job duties giving rise to claims under California Labor Code sections 2802 and 2698 *et seq.*, California Business & Professions Code § 17200, and all claims for related penalties, indemnity or reimbursement of expenses.

CERTIFICATION OF ELIGIBILITY

Only individuals required to drive their car during the Class Period for Bed Bath and Beyond’s benefit in connection with the performance of their duties for Bed Bath & Beyond but who were not reimbursed for all business mileage may participate in this Settlement. By signing below, you are attesting to the truth of the statement below under penalty of perjury (a criminal offense for making a false statement) that:

- I. You were required to drive your car for Bed Bath & Beyond’s benefit in connection with the performance of your duties for Bed Bath & Beyond; and**
- II. You were not reimbursed for all of your mileage driven.**

If you were not required to drive your car during the Class Period for Bed Bath & Beyond’s benefit in connection with the performance of your duties for Bed Bath & Beyond, or you were reimbursed for all your business mileage driven, you are NOT ELIGIBLE to participate in this Settlement and should not submit this Claim Form.

I certify, swear or affirm under penalty of perjury under the laws of the State of California, that it was necessary for me to drive my car during the Class Period for Bed Bath & Beyond’s benefit in connection with the performance of my duties for Bed Bath & Beyond, and I was not reimbursed for all of my business mileage.

Dated: _____, 2014

Signature