

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

**PATRICE DOWELL,
Individually and on Behalf of Those Similarly
Situated Individuals**

Plaintiffs,

vs.

**ASHLEY FURNITURE
INDUSTRIES, INC., et al.**

Defendants.

CASE NO. 09 CH 18760

JUDGE JAMES R. EPSTEIN

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT,
FAIRNESS HEARING, AND RIGHT TO APPEAR**

If you purchased furniture from an ASHLEY FURNITURE HOMESTORE® retail furniture store (“Ashley HomeStore”) from September 3, 2008 through September 29, 2008, and that purchase qualified you to participate in a Gas Redemption Program sponsored by that Ashley HomeStore, but you did not receive the benefits as promoted in the Gas Redemption Program, you may be entitled to receive benefits in a Class Action Settlement.

This is a Court-authorized Notice. This is not a solicitation from a lawyer.

- The Settlement will provide relief to the following:

Consumers who purchased products from an Ashley HomeStore during the period beginning on September 3, 2008 and concluding on September 29, 2008 (the “Class Period”) in an amount which qualified them to participate in the Gas Redemption Program (the “Class”). Excluded are officers, directors, and employees of Ashley Furniture Industries, Inc., Ashley HomeStores, Ltd., including licensed Ashley HomeStores, their affiliates, subsidiaries, parents, licensees, agents, and members of their immediate families, as well as Class Counsel and the judge handling this matter. (Ashley Furniture Industries, Inc. and Ashley HomeStores, Ltd. shall be collectively referred to as “Ashley.”)

- In addition to the Settlement Benefits, Ashley will cease offering the Gas Redemption Program.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

SUBMIT A CLAIM FORM	The only way to receive benefits.
EXCLUDE YOURSELF	Receive no benefits. This is the only option that allows you to ever be part of any other action against Ashley about the legal claims in this case relating to the Class.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Receive no benefits. Give up your rights.

- 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. Benefits will be provided if the Court approves the Settlement and after appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get this Notice Package?

You may have made a purchase from an ASHLEY FURNITURE HOMESTORE® retail furniture store during the Class Period that qualified you for the Gas Redemption Program.

You have received this Notice because you have a right to know about a proposed Settlement of a Class Action lawsuit, and about your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after objections and appeals are resolved, the Sett Administrator appointed by the Court will distribute the Settlement benefits.

This package explains: the lawsuit; the Settlement; your legal rights; what benefits are available; who is eligible for them; and how to get them.

The Court hearing the case is the Circuit Court of Cook County, Illinois, and the case is known as *Patrice Dowell v. Ashley Furniture Industries, Inc., et al*, Case No. 09 CH 18760. The Judge is the Honorable James R. Epstein. The individual who sued is called the Plaintiff, and the companies sued, Ashley Furniture Industries, Inc., and Ashley HomeStores, Ltd., are called the Defendants.

2. What is this lawsuit about?

The lawsuit alleges claims based upon breach of contract, promissory estoppel, unjust enrichment, fraud and deceptive practices relating to the Gas Redemption Program promoted by various Ashley HomeStores during the Class Period.

3. Why is this a Class Action?

In a Class Action, an individual known as the Class Representative (in this case, Plaintiff Patrice Dowell) sues on behalf of people who have similar claims. All people with similar claims are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Judge Epstein presides over this Class Action.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Ashley. Instead, Plaintiff and Ashley agreed to a Settlement. That way, they both avoid the cost of a trial, and the people who may have been affected will get compensation. The Class Representative and the attorneys think the Settlement is best for everyone who may have been injured.

WHO IS IN THE SETTLEMENT?

To see if you will get benefits from this Settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the Settlement?

Judge Epstein determined that everyone who fits the following description is a Class Member:

Customers who purchased products from an Ashley HomeStore from September 3, 2008 through September 29, 2008 in an amount qualifying the customer to participate in a Gas Redemption Program for free gas vouchers (the "Class"). Excluded are officers, directors, and employees of Ashley Furniture Industries, Inc., Ashley HomeStores, Ltd., including licensed Ashley HomeStores, their affiliates, subsidiaries, parents, licensees, agents, and members of their immediate families, as well as Class Counsel and the judge handling this matter. In addition, some, but not all, of the Class Members applied for and received, or made good faith efforts to apply for and receive, gas vouchers, and qualify for additional benefits.

6. I am not sure if I am included.

If you are not sure whether you are included in the Settlement, you can ask for free help. You can visit the website at www.gasredemptionsettlement.com or call 1 (866) 697-5556 and ask the Settlement Administrator to help you.

THE SETTLEMENT BENEFITS - WHAT YOU GET

7. What does the Settlement Provide?

Ashley has agreed to provide to each qualifying Class Member who completes and returns the Proof of Claim, the following Settlement Benefits:

(a) All Class Members will receive an Ashley Preferred Customer Card entitling the holder, subject to certain restrictions, to a discount of twenty percent (20%) on purchases of Ashley products from an Ashley HomeStore provided, however, that the total of such discounts shall not exceed Five Hundred Dollars (\$500.00).

Purchases on which the discount shall apply may be made during a ninety (90) day period commencing on the effective date of the Ashley Preferred Customer card. The Ashley Preferred Customer Card: (i) will be transferable; (ii) will only apply to regularly priced merchandise and may not be used in combination with any other offers (including but not limited to sale prices, “buy one get one free” type promotions, free financing for a certain period of time, no payments for a certain period of time, etc.); (iii) will only apply to items manufactured by Ashley Furniture Industries, Inc., which does not include, among other items, mattresses, rugs, foundations and accessories; and (iv) may only be used at the store at which the customer made the underlying purchase which qualified them as Class Members; and

(b) Those Class Members who received and submit a qualifying Gas Voucher Form or other evidence demonstrating a good faith attempt to secure a Gas Voucher Form (including but not limited to “screen-shots” of electronic communications seeking the Gas Voucher Form from Tidewater or any other entity authorized to issue it), will receive One Hundred Fifty Dollars (\$150.00) in addition to the benefit described in Section 7(a) above. (An example of a Gas Voucher Form is attached to this Notice as Exhibit A.)

HOW YOU RECEIVE BENEFITS — SUBMITTING A PROOF OF CLAIM

8. How can I receive benefits?

If you believe you meet the criteria set forth above and wish to apply for possible benefits, you must do the following:

Read this Notice carefully.

1. If you do not have the Notice, or have questions, contact the Settlement Administrator in writing at Ashley Settlement, c/o The Garden City Group, Inc., P.O. Box 9461, Dublin, OH 43017-4561.
2. Visit the website at www.gasredemptionsettlement.com to file a Proof of Claim online. The deadline for online filing is 11:59 PM CT on March 1, 2010. You may also download a pdf of the Proof of Claim and return via mail postmarked on or before March 1, 2010 to the Settlement Administrator. Review carefully the Proof of Claim. Fill in all of the information required in the Proof of Claim. In the alternative, you can call 1 (866) 697-5556 for assistance in filing a Proof of Claim.
3. You may submit your Proof of Claim to the Settlement Administrator by (1) mail postmarked on or before March 1, 2010; or (2) via the website at www.gasredemptionsettlement.com; or (3) submit a pdf of your Proof of Claim via email to gasredemptionsettlement@gardencitygroup.com. Please note the deadline for online filing and electronic submissions (e-mail or fax) is 11:59 PM CT on March 1, 2010.

QUESTIONS? CALL 1 (866) 697-5556 OR VISIT WWW.GASREDEMPTIONSETTLEMENT.COM

Important: NO EXTENSIONS OF THIS DEADLINE WILL BE PERMITTED. Failure to timely submit a fully completed Proof of Claim will result in the denial of your Claim.

Any and all information you submit on your Proof of Claim is subject to verification by the Court.

9. When will I receive my benefits?

The Court will hold a hearing on January 29, 2010, to decide whether to approve the Settlement. If Judge Epstein approves the Settlement, that order may be subject to further appeal. While it is far from certain if anyone will appeal, if there is an appeal, that appeal must be resolved before the Settlement can take effect. The time needed to resolve an appeal is uncertain, but frequently takes more than a year.

10. What am I giving up to receive benefits or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other action against Ashley about the legal issues in this case relating solely to the Class. It also means that all of the Court's orders will apply to you and legally bind you if you belong to the Class.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I get out of the Settlement?

If you do not want to receive benefits from this Settlement, but you want to keep the right to sue or continue to sue Ashley on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or is sometimes referred to as "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement Class in *Patrice Dowell v. Ashley Furniture Industries, Inc., et al.* Be sure to include your name, address, telephone number, and your signature. Also be sure to clearly identify your letter as a "Request for Exclusion from the Ashley Settlement Class." You must mail your exclusion request postmarked no later than January 19, 2010, to both of these two different addresses:

SETTLEMENT ADMINISTRATOR

Ashley Settlement
c/o The Garden City Group, Inc.
P.O. Box 9461
Dublin, OH 43017-4561

CLERK OF COURT

Clerk of the Circuit Court
Circuit Court of Cook County, Illinois
Chancery Division
50 West Washington Street, Room 802
Chicago, IL 60602

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive any Settlement benefits, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Ashley in the future.

12. If I do not exclude myself, can I sue Ashley for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Ashley for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is January 19, 2010. Any exclusion request postmarked after that date will not be valid, and the sender will be a Class Member and bound by the Settlement and release.

13. If I exclude myself, can I get benefits from this Settlement?

No. If you exclude yourself, you may not participate in the Settlement, and should not submit a Proof of Claim to request benefits. But, you may sue, continue to sue, or be part of a different lawsuit against Ashley.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court appointed Scott C. Frost, Esq. and Alan J. Statman, Esq. of Statman, Harris & Eyrich, LLC, 3700 Carew Tower, 441 Vine Street, Cincinnati, Ohio 45202 to represent you and other Class Members. The lawyers are called 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.

15. How will the lawyers be paid?

Class Counsel will ask the Court for attorney's fees and expenses up to Two Hundred Fifty Thousand Dollars (\$250,000.00). The Court may award less than this amount. Ashley has agreed to pay these fees and expenses in the amount approved by the Court. These amounts will not affect the benefits received by Class Members. Ashley will also pay the costs of notice and to administer the Settlement. Class Counsel will also ask the Court for a fee for the Class Representative, Plaintiff Patrice Dowell, of an amount up to \$4,800.00, for her services in this action. Ashley has also agreed to pay these fees in the amount approved by the Court.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it.

If you are a member of the Class, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will have the opportunity to consider your views. To object, you must send a letter saying that you object to the Settlement in *Patrice Dowell v. Ashley Furniture Industries, Inc., et al.* Be sure to include your name, address, telephone number, your signature, and the reasons you object to the Settlement.

Additionally, the letter must include the following materials: (1) Evidence, in the form of a Proof of Claim or other satisfactory evidence, that the person objecting is a member of the Class; (2) A short statement of the basis for the objection; and (3) Whether the person objecting intends to (A) appear at the Fairness Hearing, and if so, (B) a description of any documents or witnesses, if any, that person intends to offer as evidence at the Fairness Hearing. These materials must be both filed with the Court and delivered to the attorneys for Plaintiff and Ashley no later than ten (10) days before the Fairness Hearing.

You must mail your objection to all of these three different places postmarked no later than January 19, 2010:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Circuit Court Cook County, Illinois Chancery Division 50 West Washington St. Room 802 Chicago, IL 60602	Alan J. Statman, Esq. STATMAN, HARRIS & EYRICH, LLC 3700 Carew Tower 441 Vine Street Cincinnati, OH 45202	Paul T. Fox, Esq. GREENBERG TRAUIG, LLP 77 West Wacker Drive Suite 3100 Chicago, IL 60601

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. By excluding yourself, you are telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

The Court will hold a Fairness Hearing at 1:30 p.m. on Friday, January 29, 2010, in Courtroom 2405 of the Circuit Court of Cook County, Richard J. Daley Center, 50 W. Washington Street, Chicago, Illinois 60602. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Epstein will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions Judge Epstein may have. But, you are welcome to come at your own expense. If you send an objection, you do not 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 your own lawyer to attend, but it is not required that you do so.

20. May I speak at the hearing?

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 in *Patrice Dowell v. Ashley Furniture Industries, Inc., et al.*" Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than January 19, 2010, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses on Page 7, in response to Question 16. You cannot speak at the hearing if you excluded yourself, nor may you speak at the hearing and object to the settlement unless you have previously filed an objection in accordance with section 16, above.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will get no benefits from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ashley about the legal issues in this case relating to the Class, ever again.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Class Counsel at the address listed below or by visiting the website at www.gasredemptionsettlement.com.

23. How do I get more information?

You can visit www.gasredemptionsettlement.com; or contact class counsel, Alan J. Statman, Esq. of Statman, Harris & Eyrich, LLC, 3700 Carew Tower, 441 Vine Street, Cincinnati, Ohio 45202; telephone (513) 621-2666; or contact the Settlement Administrator at Ashley Settlement, c/o The Garden City Group, Inc., P.O. Box 9461, Dublin, OH 43017-4561; toll-free 1 (866) 697-5556; email: gasredemptionsettlement@gardencitygroup.com.

DATE: November 2, 2009

QUESTIONS? CALL 1 (866) 697-5556 OR VISIT WWW.GASREDEMPTIONSETTLEMENT.COM

EXHIBIT A

GAS REDEMPTION VOUCHER

500

The holder of this Gas Redemption Voucher is entitled to:

FIVE HUNDRED DOLLARS

in gas or merchandise from any participating brand gas station of their choice.

Please refer to the redemption policy on the other side for complete terms and conditions.



VOUCHER
PASSCODE: _____

ISSUING
COMPANY: _____

No photocopies of this voucher will be accepted, NO EXCEPTIONS. Gas Redemption Voucher redeemable for rebates after purchase of fuel. After the redemption process, gas cards are valid for gas and merchandise only and may not be redeemed for cash.

500

FIVE HUNDRED DOLLARS

and MANY, MANY MORE!



ISSUING COMPANY

VOUCHER PASSCODE

14100 Walsingham Rd., Suite 36
Largo, Florida 33774

Our Address:
Free Bee Gas



Please direct all questions regarding the registration and redemption process to: info@FreeBeeGas.com or review our Frequently Asked Questions (FAQ) at www.FreeBeeGas.com/faq.asp

CONTACT INFORMATION



Congratulations!
YOU ARE ENTITLED TO
\$500 WORTH OF GASOLINE!

SAVE TIME AND POSTAGE - REGISTER AND REDEEM ONLINE: WWW.FREEBEEGAS.COM



If you have questions or concerns regarding your Gas Redemption Voucher, please email: Info@FreeBeeGas.com.
The company that issued this Gas Redemption Voucher cannot assist you with the redemption process.

Gas Registration & Redemption Policy



Registration - You may register and redeem your Gas Redemption Voucher either online or by mail:

ONLINE: www.FreeBeeGas.com

To expedite the Gas Redemption Process, go to www.FreeBeeGas.com, select the Registration Page, and follow the Gas Redemption Activation Instructions. Once you have completed the online registration, you will be able to print your monthly redemption coupons online (*saving you up to 6 weeks of waiting*).

BY MAIL:

1. Complete all the required information on the attached Gas Redemption Voucher below.
2. Mail completed Gas Redemption Voucher to: Free Bee Gas, 14100 Walsingham Rd., Suite 36, Largo, Florida 33774

All information requested on the Gas Redemption Voucher is required. If the handwriting on the voucher is illegible or if any of the required items are not provided, your application will be delayed until further confirmation is completed. You will receive your monthly redemption coupons within six weeks of processing your registration. (*Or you may go online and print them immediately*)



Monthly Redemption - To redeem your monthly redemption coupons, you must make a minimum monthly purchase of \$100 in gas at the gas station brand you have preselected.

1. Each month, mail your original gas receipts (*not photocopies, or receipts collected on the same day*) along with your monthly redemption coupon to: Free Bee Gas, 14100 Walsingham Rd., Suite 36, Largo, Florida 33774. Fraudulent receipts are void for redemption and you will receive an email stating the reason why your receipts are being refused.
2. Upon receiving your monthly redemption coupon along with your original gas receipts, we will mail you a \$25 gas card, which can be used at any gas station of the same brand you preselected for gas and merchandise. Continue to mail in your original gas receipts and monthly redemption coupon every month thereafter until the value on your Gas Redemption Voucher has been reached.

IMPORTANT NOTE: You may only redeem one redemption coupon per month. Your original gas receipts and redemption coupon must be received monthly following the Gas Registration & Redemption policies, terms and disclosures in order to receive your \$25 gas card per the following schedule:

Example A: If the monthly redemption coupon and original gas receipts are received on or before the 25th of the month in which the gas was purchased, you will receive your \$25 gas incentive card within 28 business days.

Example B: If the monthly redemption coupon and original gas receipts are received after the 25th of the month in which the gas was purchased, you will receive your \$25 gas incentive card within 54 business days.

ADDITIONAL DISCLOSURES - Limit one gas redemption voucher per household. All requested information must be provided in order to receive full redemption value of your voucher. All duplicate gas redemption vouchers will be refused. We reserve the right to substitute any gas card with a similar item that is deemed to be of the same value at the sole discretion of our company. **WE DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR COINCIDENTAL DAMAGES, THE COMPANY, ADVERTISERS OR ITS RESPECTIVE LICENSOR LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW OR BY YOUR JURISDICTION.**

By beginning the redemption process, you agree to defend, indemnify and hold harmless the issuing company, fulfillment company, its advertisers, retailers, subsidiaries and other affiliated companies, their employees, employees contractors, agents and directors from all liability, claims and expenses, including any attorneys fees that may arise from the use of this gas redemption voucher or related products. The Fulfillment Company reserves the right at its own expense to assume the exclusive defense and control of any matter, otherwise subject to indemnification by you, in which event you shall cooperate with the Fulfillment Company in asserting any available defenses. You will receive monthly redemption coupons from FreeBeeGas.com after completing the online registration process or after receipt of completed gas redemption vouchers and completed questionnaires.

By beginning the Gas Registration & Redemption Process, you agree to our foregoing policies, terms, and disclosures.

© 2008 FreeBeeGas.com All rights reserved.

Gas Redemption Voucher

Free Bee Gas 14100 Walsingham Rd., Suite 36, Box 12, Largo, FL 33774

Personal information is for office use only. Your information will not be shared with any other company.

PLEASE WRITE LEGIBLY.

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Gas Station Brand: _____

Signature: _____ Phone: _____

By registering online or returning this Gas Redemption Voucher you agree to all terms, policies and disclosures provided in the attached documentation.

This promotion is conducted exclusively by FreeBeeGas.com. The issuing Company of this redemption voucher is not a sponsor of this offer and is not affiliated with FreeBeeGas.com. FreeBeeGas.com is solely responsible for the delivery and fulfillment of this offer.

