

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA  
CIVIL DIVISION

**If you purchased bonded leather furniture  
from Kane Furniture Corporation between  
July 27, 2010 and December 5, 2016, you could get  
a monetary payment or an in-store voucher  
in a class action settlement.**

*A Florida court authorized this notice. This is not a solicitation from a lawyer.*

- The settlement will provide monetary relief or in-store vouchers to persons who purchased bonded leather furniture from Kane Furniture Corporation.
- The settlement also will require Kane Furniture Corporation to modify its sales and warranty practices and documentation in specific ways.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

<b>LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get payment as a member of Class 1.
<b>DO NOTHING</b>	Become a member of Class 2 automatically and give up rights to be a member of Class 1.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Kane Furniture Corporation about the legal claims in this case.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.

- 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. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

## WHAT THIS NOTICE CONTAINS

<b>BASIC INFORMATION .....</b>	<b>3</b>
1. Why did I get this notice package?	
2. What is this lawsuit about?	
3. Why is this a class action?	
4. Why is there a settlement?	
<b>WHO IS IN THE SETTLEMENT .....</b>	<b>3</b>
5. How do I know if I am part of the settlement?	
6. Which Kane Furniture Corporation products are included?	
7. If I already received an exchange, credit, or refund from Kane Furniture Corporation, am I included?	
8. What if I am still not sure if I am included?	
<b>THE SETTLEMENT BENEFITS – WHAT YOU GET .....</b>	<b>4</b>
9. What does the settlement provide?	
<b>HOW YOU GET A PAYMENT .....</b>	<b>5</b>
10. How can I get a payment if I am a member of Class 1?	
11. How can I get a payment and other benefits if I am a member of Class 2?	
12. When would I get my payment and/or voucher?	
13. What am I giving up to get a payment or stay in the Class?	
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT .....</b>	<b>6</b>
14. How do I get out of the settlement?	
15. If I do not exclude myself, can I sue Kane Furniture Corporation for the same thing later?	
16. If I exclude myself, can I get money from this settlement?	
<b>THE LAWYERS REPRESENTING YOU .....</b>	<b>7</b>
17. Do I have a lawyer in the case?	
18. How will the lawyers be paid?	
<b>OBJECTING TO THE SETTLEMENT .....</b>	<b>7</b>
19. How do I tell the Court that I do not like the settlement?	
20. What is the difference between objecting and excluding?	
<b>THE COURT’S FAIRNESS HEARING .....</b>	<b>8</b>
21. When and where will the Court decide whether to approve the settlement?	
22. Do I have to come to the hearing?	
23. May I speak at the hearing?	
<b>IF YOU DO NOTHING .....</b>	<b>8</b>
24. What happens if I do nothing at all?	
<b>GETTING MORE INFORMATION .....</b>	<b>8</b>
25. Are there more details about the settlement?	
26. How do I get more information?	

## BASIC INFORMATION

### 1. Why did I get this notice package?

Records indicate that you may have purchased bonded leather furniture from Kane Furniture Corporation (“Kane”) during the time period between July 27, 2010 through December 5, 2016.

The Court sent you this Notice because you have a right to know about a proposed settlement of a class action lawsuit and your options before the Court decides whether to approve the settlement. If the Court approves it and after objections and any appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement.

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 in charge of the case is the Florida Thirteenth Judicial Circuit Court in Hillsborough County, Florida, and the case is known as *Cliff Brown, et al. v. Kane Furniture Corporation*, Case No. 15-CA-006875, Division L.

### 2. What is this lawsuit about?

The lawsuit alleged that Kane Furniture Corporation (a) sold its customers defective bonded leather furniture that peels, flakes, and deteriorates, (b) attempted to repair defective bonded leather furniture with defective replacement bonded leather parts, (c) failed to honor its warranties on its sale of defective bonded leather furniture, (d) failed to properly disclose that the bonded leather furniture was not genuine leather, and (e) failed to comply with the terms of its sales contracts with its customers.

These allegations have not yet been proven, they are adamantly denied by Kane, and Kane admits no wrongdoing in relation to this settlement.

### 3. Why is this a class action?

In a class action, Class Representatives (in this case, Cliff Brown and Douglas Mincer) sue on behalf of people who have similar claims. All these people are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable S. Scott Stephens, Circuit Court Judge, is in charge of this class action.

### 4. Why is there a settlement?

The Court did not decide in favor of the Class Representatives or Kane Furniture Corporation. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the people affected will get compensation. The Class Representatives and the attorneys think the settlement is reasonable.

## WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

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

Judge Stephens decided that everyone who fits this description is a Class Member:

**All persons who purchased Bonded Leather Furniture (“Bonded Leather”) from Kane Furniture Corporation on or after July 27, 2010, and who have not already received an exchange, credit or refund of their Bonded Leather from Kane Furniture Corporation, or do not otherwise opt out of this class settlement.**

Only the original purchaser listed on the face of the original sales order is eligible to be a class member.

All class members will receive some benefits.

### 6. Which Kane Furniture Corporation products are included?

Original purchasers of bonded leather furniture products from Kane Furniture Corporation will receive benefits. “Bonded leather” for purposes of this settlement is defined as any piece of furniture sold by Kane Furniture Corporation that is covered, in whole or in part, with bonded leather in areas where the body touches the furniture – the seats, seat backs, arms, and legs.

**7. If I already received an exchange, credit, or refund from Kane Furniture Corporation, am I included?**

No. If you complained to Kane Furniture Corporation about peeling, cracking, or flaking of bonded leather furniture that you purchased and for which you received an exchange, reselection, store credit, or a full or partial refund from Kane Furniture Corporation, you are not included in the settlement. However, if you complained and Kane Furniture Corporation provided you with replacement parts that were also made with bonded leather, you are included, unless you already received an exchange, store credit, or partial or full refund.

**8. What if I am still not sure if I am included?**

If you are still not sure whether you are included, you can ask for free help. You can call 1-877-266-4060 and ask the Claims Administrator to help you. Or you can fill out, under penalties of perjury, and return the claim form described on pages 5-6, in Question 10, to see if you qualify.

**THE SETTLEMENT BENEFITS – WHAT YOU GET**

**9. What does the settlement provide?**

Kane Furniture Corporation has agreed to pay each class member in the form of a cash payment or Payment Voucher as provided below.

1. **Class 1.** Kane Furniture Corporation has agreed to pay to each class member who timely completes and returns the proof of claim form a cash payment or a cash-equivalent in-store credit as follows:
  - a. Each class member that formally complained to Kane Furniture Corporation about any peeling, cracking, or flaking of bonded leather furniture within 1 year of the date of purchase, as reflected on the original sales order, will receive either
    - a full cash refund of the purchase price of the furniture and any payments made to Kane Furniture Corporation for furniture repairs, **or**
    - 100% in-store credit for the purchase price and any payments made to Kane Furniture Corporation for furniture repairs.
  - b. Each class member that formally complained to Kane Furniture Corporation about any peeling, cracking, or flaking of bonded leather furniture within 1 to 2 years of the date of purchase, as reflected on the original sales order, will receive either
    - a 50% cash refund of the purchase price of the furniture and any payments made to Kane Furniture Corporation for furniture repairs, **or**
    - 100% in-store credit for the purchase price and any payments made to Kane Furniture Corporation for furniture repairs.
  - c. Each class member who did not formally complain to Kane Furniture Corporation about any peeling, cracking, or flaking of bonded leather furniture within 2 years of the date of purchase, as reflected on the original sales order, will be automatically covered by Class 2 and need not submit a proof of claim form.
2. **Class 2.** Kane Furniture Corporation has agreed to provide to each class member who **does not** complete and return the proof of claim form the following:
  - a. Each class member that did not formally complain to Kane Furniture Corporation over any peeling, cracking, or flaking of bonded leather furniture will receive cash payments or a cash equivalent in-store credit as follows:
    - If the class member purchased the bonded leather furniture from Kane Furniture Corporation between July 27, 2010 and December 31, 2010, the class member will receive a return of 5% of the original purchase price in the form of a Payment Voucher for 60% of that amount and 40% cash payment of that amount.
    - If the class member purchased the bonded leather furniture from Kane Furniture Corporation between January 1, 2011 and December 31, 2011, the class member will receive a return of 7% of the original purchase price in the form of a Payment Voucher for 60% of that amount and 40% cash payment of that amount.
    - If the class member purchased the bonded leather furniture from Kane Furniture Corporation between January 1, 2012 and December 31, 2012, the class member will receive a return of 10% of the original purchase price in the form of a Payment Voucher for 60% of that amount and 40% cash payment of that amount.
    - If the class member purchased the bonded leather furniture from Kane Furniture Corporation between January 1, 2013 and December 31, 2013, the class member will receive a return of 12.5% of the original purchase price in the form of a

Payment Voucher for 60% of that amount and 40% cash payment of that amount.

- If the class member purchased the bonded leather furniture from Kane Furniture Corporation between January 1, 2014 and December 31, 2014, the class member will receive a return of 15% of the original purchase price in the form of a Payment Voucher for 60% of that amount and 40% cash payment of that amount.
  - If the class member purchased the bonded leather furniture from Kane Furniture Corporation between January 1, 2015 and December 31, 2015, the class member will receive a return of 25% of the original purchase price in the form of a Payment Voucher for 60% of that amount and 40% cash payment of that amount.
  - If the class member purchased the bonded leather furniture from Kane Furniture Corporation between January 1, 2016 and December 31, 2016, the class member will receive a return of 100% of the original purchase price in the form of a Payment Voucher for 60% of that amount and 40% cash payment of that amount.
- b. Each class member that **does not** submit a proof of claim as a member of Class 1 shall automatically be included in Class 2 and receive payment and in-store credit accordingly.
- c. Redemption of each class member's cash payment and/or in-store credit shall be conditioned upon the class member making arrangements with Kane (as detailed on the Payment Voucher) for the return of the class member's bonded leather furniture at Kane's sole expense and discretion, if you are still in possession of the furniture. If you no longer have possession of your bonded leather furniture, and have certified so under penalty of perjury, then you do not need to make arrangements for the return of your Bonded leather furniture.

Kane Furniture Corporation also has agreed to provide non-monetary benefits as follows:

1. Kane Furniture Corporation will add the disclaimer "Terms and conditions apply" to any advertisements that state "Free Lifetime Guarantee," "Free Lifetime Warranty," or "Guaranteed for Life."
2. Kane Furniture Corporation will add the disclaimer "Limited" to the phrase "Lifetime Guarantee" and conspicuously display the disclaimer on both the face of its sales orders and on the reverse side to the terms and conditions of Kane's Lifetime Warranty.
3. Kane Furniture Corporation will specifically disclaim any limitations to any implied warranties of merchantability and fitness, in writing and conspicuously displayed on any contracts or sales receipts.
4. Kane Furniture Corporation will include leather and leather products in its disclaimer stating that its lifetime guarantee does not apply to fabric.

## HOW YOU GET A PAYMENT

### 10. How can I get a payment if I am a member of Class 1?

If you think that you meet the criteria set forth above for Class 1 and wish to apply for possible payment, for each separate claim you must do the following:

1. Read this Notice carefully.
2. If you have any questions about this Notice, contact the Claim Administrator in writing at the address listed below.
3. Review carefully the Official Claim Form Postcard (the "Claim Form"). Check the appropriate category in which you fall and select your desired recovery.
4. Provide the information requested in the Claim Form, be sure your name and address are correct, sign the Claim Form under oath and swearing under penalty of perjury that you are entitled to the Class 1 relief, state whether you do or do not still have possession of the bonded leather furniture, and return it by mail to the Claims Administrator addressed as follows:

**Kane Furniture Corporation Settlement Administrator**  
c/o A.B. Data, Ltd.  
P.O. Box 170800  
Milwaukee, WI 53217

Your Claim Form must be postmarked or emailed no later than **April 11, 2017**.

**Important:** No extensions of this deadline will be permitted. Failure to timely submit the fully completed Claim Form and, if appropriate, ALL required supporting documentation, will result in the denial of your claim as a member of Class 1 and your reclassification as a member of Class 2.

5. If no further action is required, you will be mailed the recovery you requested. If further action is required, you will be mailed a Payment Voucher which must be taken to a Kane Furniture location, or if you are out of state, or otherwise unable to travel to a Kane Furniture location, you can call the number listed on the Payment Voucher to arrange for the pickup of your bonded leather furniture. **YOUR PAYMENT VOUCHER CANNOT BE REDEEMED UNTIL YOU ARRANGE FOR KANE FURNITURE CORPORATION TO PICK UP YOUR BONDED LEATHER FURNITURE AT KANE'S SOLE EXPENSE, IF YOU ARE STILL IN POSSESSION OF THE FURNITURE.**

You must complete a Claim Form for each furniture purchase made by you at Kane Furniture Corporation. If you are making more than one claim, you need to request another Claim Form in writing from the Claim Administrator at the following address:

**Kane Furniture Corporation Settlement Administrator**  
c/o A.B. Data, Ltd.  
P.O. Box 170800  
Milwaukee, WI 53217

Any and all information you submit on your Claim Form is subject to verification by the Court, and subject to challenge by the Parties.

#### **11. How can I get a payment and other benefits if I am a member of Class 2?**

If you think that you meet the criteria set forth above for Class 2, you must do the following:

1. Read this Notice carefully.
2. If you have any questions about this Notice, contact the Claim Administrator in writing at the address listed above, in Question 10.
3. To receive payment and other benefits as a member of Class 2, you do not need to send a Claim Form.

#### **12. When would I get my payment and/or voucher?**

The Court will hold a hearing on **May 1, 2017 at 1:30 p.m.** to decide whether to approve the settlement. If the Court approves the settlement, after that, there may be appeals. It is always uncertain whether these appeals, if any, can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the settlement. Please be patient.

#### **13. What am I giving up to get a payment 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 lawsuit against Kane Furniture Corporation about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to, and acknowledge your agreement by signing, a "Release of Claims" printed on the Claim Form, which describes exactly the legal claims that you give up if you get settlement benefits.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, but you want keep the right to sue or continue to sue Kane Furniture Corporation on your own about the legal issues in this case, then you must take steps to opt out and exclude yourself from this settlement.

#### **14. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from this class action settlement in *Cliff Brown, et al. v. Kane Furniture Corporation*, Case No. 15-CA-006875, Division L. Be sure to include your name, address, telephone number, and signature. You must mail your exclusion request postmarked no later than **March 13, 2017**, to each of these three different addresses:

CLAIMS ADMINISTRATOR	CLASS COUNSEL	DEFENSE COUNSEL
Kane Furniture Corp. Settlement Administrator EXCLUSIONS P.O. Box 173001 Milwaukee, WI 53217	J. Daniel Clark, Esq. Clark & Martino, P.A. 3407 W. Kennedy Blvd. Tampa, FL 33609	Leonard S. Englander, Esq. Englander Fischer 721 First Avenue North St. Petersburg, FL 33701

You cannot exclude yourself by phone or email. If you ask to be excluded, you will not get any settlement payment, 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) Kane Furniture Corporation in the future, and otherwise reserve all rights that you may have, if any.

**15. If I do not exclude myself, can I sue Kane Furniture Corporation for the same thing later?**

No. Unless you exclude yourself, you give up the right to sue Kane Furniture Corporation 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 **March 13, 2017**. Any exclusion request postmarked or emailed after that date will not be valid, and the sender will be a Class Member and bound by the settlement and release.

**16. If I exclude myself, can I get money from this settlement?**

No. If you exclude yourself, do not send in a Claim Form to ask for any money. But you may sue, continue to sue, or be part of a different lawsuit against Kane Furniture Corporation.

**THE LAWYERS REPRESENTING YOU**

**17. Do I have a lawyer in the case?**

If you do not exclude yourself from the settlement, the Court has appointed attorneys J. Daniel Clark, Esq., of the law firm of Clark & Martino, P.A., 3407 W. Kennedy Blvd., Tampa, Florida 33609, V. Stephen Cohen, Esq., of the law firm of Bajo Cuva Cohen Turkel P.A., 100 N. Tampa St., Suite 1900, Tampa, Florida 33602, Ricardo A. Roig of Ricardo A. Roig, P.L., 2803 Safe Harbor Drive, Tampa, Florida 33618, and David M. Caldevilla, Esq., of the law firm of de la Parte & Gilbert, P.A., 101 E. Kennedy Blvd., Suite 2000, Tampa, Florida 33602 to represent you and other Class Members. These 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.

**18. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of attorneys’ fees and costs, which have not been agreed to by the parties or considered by the Court. Class Counsel also will ask the Court for payments to Class Representatives as follows: Cliff Brown (\$12,500), individually, and Douglas Mincer (\$2,500), individually. The Court may award less than these amounts. Kane Furniture Corporation will separately pay the fees and expenses that the Court awards. These amounts will not come out of the funds for payments to Class Members. Kane Furniture Corporation will also separately pay the costs to administer the settlement.

**OBJECTING TO THE SETTLEMENT**

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

**19. How do I tell the Court that I do not like the settlement?**

If you are a Class Member and do not exclude yourself from the settlement, 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 consider your views. To object, you must send a letter saying that you object to the settlement in *Cliff Brown, et al. v. Kane Furniture Corporation*, Case No. 15-CA-006875, Division L. No other form of communication shall be deemed valid. Be sure to include your name, address, telephone number, and signature, the reason(s) you object to the settlement, and a statement of whether you intend to appear at the hearing, either with or without a lawyer, to approve the settlement. If you are represented by a lawyer in this matter, you must also include the name and contact information for that lawyer and state whether that lawyer will appear at the hearing. Mail the objection to each of the addresses below, postmarked no later than **March 13, 2017**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL	CLASS ADMINISTRATOR
Clerk of the Thirteenth Judicial Circuit Court George E. Edgecomb Courthouse 800 Twiggs Street, Room 101 Tampa, FL 33602	J. Daniel Clark, Esq. Clark & Martino, P.A. 3407 W. Kennedy Blvd. Tampa, FL 33609	Leonard S. Englander, Esq. Englander Fischer 721 First Avenue North St. Petersburg, FL 33701	Kane Furniture Corp. Settlement Administrator OBJECTIONS P.O. Box 173001 Milwaukee, WI 53217

## 20. 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. Excluding yourself is 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

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

## 21. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 1:30 p.m. on May 1, 2017, at the Florida Thirteenth Judicial Circuit Court, George E. Edgecomb Courthouse, 800 E. Twiggs St., Tampa, Florida 33602, in Courtroom 504. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them, regardless of whether the persons submitting the objections appear in person or not. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

## 22. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court 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 necessary.

## 23. 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 *Cliff Brown, et al. v. Kane Furniture Corporation*, Case No. 15-CA-006875, Division L." Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked or emailed no later than **March 2, 2017**, and be sent to the Clerk of the Circuit Court, Class Counsel, and Defense Counsel, at the three addresses listed above, on Page 7, in Question 19. Your Notice of Intention to Appear must also include copies of any materials that you intend to present to the Court in connection with the Fairness Hearing. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

## 24. What happens if I do nothing at all?

If you are a member of Class 1 and do nothing, you will give up rights to be a member of Class 1 or be entitled to Class 1 relief. You will be automatically considered a member of Class 2 and receive Class 2 payment and benefits accordingly.

If you are a member of Class 2 and do nothing, you will receive Class 2 payment and benefits.

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 Kane Furniture Corporation about the legal issues in this case ever again.

## GETTING MORE INFORMATION

## 25. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Class Action Settlement Agreement and Release. You can get a copy of the Settlement Agreement by writing to Class Counsel at the address listed above, or by visiting [www.KaneFurnitureSettlement.com](http://www.KaneFurnitureSettlement.com).

## 26. How do I get more information?

Please do not contact the Court for additional information. Instead, you can visit [www.KaneFurnitureSettlement.com](http://www.KaneFurnitureSettlement.com), call the Settlement Administrator at 877-266-4060, or write to J. Daniel Clark, Esq., Clark & Martino, P.A., 3407 West Kennedy Boulevard, Tampa, Florida 33609.