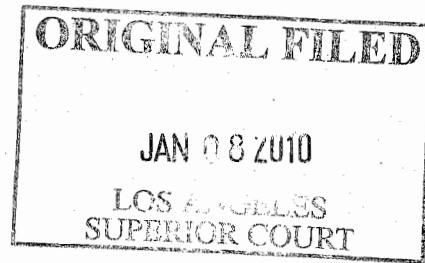


1 R. Duane Westrup (State Bar No. 58610)
2 Mark L. Van Buskirk (State Bar No. 190419)
3 Jennifer L. Connor (State Bar No. 241480)
4 WESTRUP KLICK, LLP
5 444 West Ocean Boulevard, Suite 1614
6 Long Beach, California 90802
7 Telephone: (562) 432-2551
8 Facsimile: (562) 435-4856



9 Attorneys for Plaintiff, THOMAS MOLNAR,
10 individually and on behalf of all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF LOS ANGELES**

13 THOMAS MOLNAR, suing individually and)
14 on behalf of all others similarly situated,)

15 Plaintiff,)

16 vs.)

17 1-800-FLOWERS RETAIL INC., a Delaware)
18 corporation; and defendant DOES 1 through)
19 100, inclusive,)

20 Defendants.)

Case No. BC382828

[Assigned to the Hon. Zaven V. Sinanian,
Dept. 23]

Class Action

**REVISED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AND
DIRECTING DISSEMINATION OF
NOTICE TO THE CLASS**

Hearing:

Date: January 7, 2010
Time: 8:30 a.m.
Dept: 23

Complaint Filed: December 21, 2007
Action Removed: January 28, 2008
Action Remanded: February 23, 2009

21 **WHEREAS**, this action is pending before this Court as a putative class action and
22 **WHEREAS**, the Court, having fully read and considered the Motion For Preliminary Approval Of
23 Settlement, along with the supporting Memorandum Of Points And Authorities, supporting
24 Declarations, the proposed Summary Notice Of Class Action Settlement and Full Notice Of Class
25 Action Settlement, and the Settlement Agreement (the "Settlement"), which together with the
26 exhibits, and having heard oral presentations by the parties' counsel, hereby finds and concludes as

1 follows:

2 (A) Based on the Court's preliminary review, the proposed Settlement appears to be
3 fair, reasonable, and adequate under the legal standards governing approval of class action
4 settlements, and in the best interests of the Class Members;

5 (B) Good cause exists to conditionally certify for settlement purposes the proposed
6 Class;

7 (C) All other proceedings in this action should be stayed pending a decision on Final
8 Approval of the Settlement and the final status conference date of February 18, 2010 and the trial
9 date of February 22, 2010 are hereby vacated;

10 (D) Notice of the proposed Settlement should be directed to all Class Members as
11 follows: 1) To the extent Class Members' e-mail addresses are known and contained within
12 Defendants' database, the Summary Notice Of Class Action Settlement shall be e-mailed to those
13 Class Members. The third-party administrator performing the electronic mailing shall utilize
14 reasonable procedures intended to maximize delivery of the e-mail to recipients "inbox" folder(s),
15 rather than "junk"/"spam" folder(s); and 2) To the extent any Class Members' e-mail addresses are
16 unknown, or, to the extent any e-mails to Class Members are returned as "undeliverable," the third-
17 party administrator, utilizing the National Change Of Address database, shall mail the Summary
18 Notice Of Class Action Settlement to those Class Members using First-Class U.S. mail. The
19 proposed Full Notice Of Class Action Settlement should be published on the website maintained
20 by the class action Administrator;

21 (E) The \$10 Off Gift Vouchers shall be included in the proposed Summary Notice Of
22 Class Action Settlement so that Class Members automatically receive the benefits should they
23 decide to remain in the Class and participate in the Settlement;

24 (F) Class Members shall be given an opportunity to opt-out or to object and appear and
25 comment on the proposed Settlement;

26 (G) A full hearing on the proposed Settlement should be held no later than March 29,
27 2010 at 8:30 a.m., or such other date as the Court may direct, to consider the reasonableness and
28 adequacy of the Settlement and whether Final Approval should be granted by the Court.

1 Accordingly, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

2 1. **Definitions.** This Order incorporates by reference the definitions in the Settlement
3 Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in
4 the Settlement Agreement.

5 2. **Proposed Settlement.** The Court finds on a preliminary basis that the Settlement
6 Agreement filed and incorporated herein by reference and made a part of this Order of Preliminary
7 Approval, appears to be within the range of reasonableness of a settlement which could ultimately
8 be given final approval of this Court. According to the evidence provided, it is anticipated that
9 said Settlement will automatically provide \$10 Off Gift Vouchers with a total redemption value
10 being made available to class members of approximately \$60 million - which will not be
11 diminished by the cost of administration of the Settlement, any Court-approved attorneys' costs
12 and fees, or any Court-approved incentive award Plaintiff. It further appears to the Court on a
13 preliminary basis, that the Settlement amount is fair and reasonable to Class Members when
14 balanced against the probable outcome of further litigation relating to liability and damages issues
15 and potential appeals of rulings; it further appears that significant discovery, investigation,
16 research, and litigation has been conducted such that counsel for the parties at this time are able to
17 reasonably evaluate their respective positions; it further appears that settlement at this time will
18 avoid substantial costs, delay and risks that would be presented by the further prosecution of the
19 litigation; it further appears that the proposed Settlement has been reached as a result of intensive,
20 serious and non-collusive negotiations between the parties. Accordingly, good cause appearing,
21 the Motion For Preliminary Approval Of Settlement is hereby **GRANTED**.

22 3. **Class Action.** Consistent with the Settlement Agreement and the definition of
23 "Class" and "Class Members" contained therein, the Court hereby conditionally certifies the
24 following Class for purposes of Settlement only: "Persons residing in the United States who
25 purchased products through Defendants' website, which website noted a "shipping charge" and
26 which products were delivered by local florists, during the period from March 1, 2006 through
27 February 5, 2008." Certification is conditioned on final approval of the Settlement at the Final
28 Approval Hearing. Further, any person who is a member of the Class and who does not properly

1 and timely opt out will be included in the "Settlement Class" and a "Settlement Class Member." In
2 the event that the Settlement is not approved, certification of the foregoing Class is revoked.

3 4. **Adequacy Of Class Representative.** Plaintiff Thomas Molnar ("Plaintiff"), is
4 hereby appointed and designated, for all purposes, as representative of the Settlement Class ("Class
5 Representative"). Plaintiff, as the class representative, fairly and adequately represents the
6 interests of the Class. In the event that the Settlement is not approved, however, Defendants' right
7 to contest Plaintiff's adequacy and other certification issues is reserved.

8 5. **Adequacy Of Class Counsel.** Plaintiff's counsel, Westrup Klick, LLP, is hereby
9 appointed and designated as counsel for the Settlement Class ("Class Counsel"). Class Counsel is
10 authorized to act on behalf of Settlement Class Members with respect to all acts or consents
11 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
12 necessary to consummate the Settlement. Any Settlement Class Member may enter an appearance
13 through counsel of such Settlement Class Member's own choosing and at such Settlement Class
14 Member's own expense. Any Settlement Class Member who does not enter an appearance or
15 appear on his or her own will be represented by Class Counsel. In the event that the Settlement is
16 not approved, however, Defendants' right to contest the adequacy of Plaintiff's counsel and other
17 certification issues is reserved.

18 6. **Second Amended Complaint Is Filed.** Pursuant to the Settlement, the parties'
19 Stipulation, and with leave of the Court granted on November 10, 2009, Plaintiff filed the Second
20 Amended Complaint on December 2, 2009. In addition, Defendants, on December 11, 2009, filed
21 an Answer to the Second Amended Complaint.

22 7. **Approval Of Distribution Of Gift Vouchers.** The Court hereby preliminarily
23 approves the distribution of the approximately 6,059,035 Gift Vouchers for \$10 off a purchase
24 from Defendants' www.1-800-Flowers.com website to approximately 4,813,084 Class Members as
25 part of the Summary Class Notice mailing. The Gift Vouchers, however, will not become valid
26 until Final Judicial Approval and will expire six (6) months thereafter in accordance with the terms
27 of the Settlement.

28 8. **Approval Of Notice.** Subsequent to the Preliminary Approval hearing, the parties

1 have revised and re-submitted the proposed Summary Notice Of Class Action Settlement in an
2 effort to address issues raised by the Court at that Preliminary Approval hearing. The Court hereby
3 approves, as to form and content, both the revised Summary Notice Of Class Action Settlement
4 (“Summary Notice”), and the Full Notice Of Class Action Settlement (“Full Notice”) attached,
5 respectively, at Exhibit “1” and Exhibit “2” hereto. Notice of the proposed Settlement should be
6 directed to all Class Members in the following manner:

7 a) To the extent Class Members’ e-mail addresses are known and contained within
8 Defendants’ database, the Summary Notice (Exhibit “1”) shall be e-mailed to those Class
9 Members. The third-party administrator performing the electronic mailing shall utilize reasonable
10 procedures intended to maximize delivery of the e-mail to recipients’ “inbox” folder(s), rather than
11 “junk”/“spam” folder(s); and

12 b) To the extent any Class Members’ e-mail addresses are unknown, or, to the extent
13 any e-mails to Class Members are returned as “undeliverable,” the third-party administrator,
14 utilizing the National Change Of Address database, shall mail the Summary Notice (Exhibit “1”) to
15 those Class Members using First-Class U.S. mail.

16 c) The proposed Full Notice (Exhibit “2”) shall be published on the website
17 maintained by the class action Administrator.

18 The Court finds that the proposed e-mail and U.S. postal mail distribution of the Summary Notice,
19 along with the publication of the Full Notice on a third-party administrator website, meets the
20 requirements of due process, is the best notice practicable under the circumstances, and sufficient
21 notice to all persons entitled thereto.

22 9. **Class Administrator And Distribution.** The Court hereby appoints The Garden
23 City Group, Inc. as Class Administrator (“Administrator”) and hereby directs the Class
24 Administrator to e-mail or cause to be mailed, pursuant to the terms of the Settlement, copies of
25 the Summary Notice within fourteen (14) days after entry of this Order, to all Class Members.

26 10. **Deadlines For Opt-Outs.** In order for Class Members’ opt-outs to be considered
27 timely, they must be postmarked within thirty (30) days following the last date of distribution of
28 the Summary Notice (must be postmarked by February 22, 2010). Any Class Member who does

1 not submit a timely written request for exclusion will be irrevocably bound by all proceedings,
2 orders, and judgments in this action, which will be preclusive in all actions or other proceedings.

3 **11. Objections.** Any Class Member who wishes to appear through separate counsel
4 and/or object to the fairness, reasonableness, or adequacy of the Settlement must serve on all
5 counsel of record and file with the Court and serve counsel for the parties notice of objection
6 within thirty (30) days following the last date of distribution of the Summary Notice (must be filed
7 and served no later than February 22, 2010). The notice of objection shall include a notice of
8 intention to appear and/or object, together with copies of any papers the Class Members intend to
9 present to the Court in connection with this Settlement, or be forever barred from separately
10 appearing and/or objecting to this Settlement.

11 **12. Declarations To Be Filed With The Court.** No less than seven (7) days before the
12 date set for the Final Approval Hearing, the Administrator shall file with the Court, under penalty
13 of perjury, a declaration that it has sent the Summary Class Notices to the last known e-mail
14 addresses, or postal addresses, of all Class Members. Further, the Administrator's declaration shall
15 specify sufficient information to show the reasonableness of the manner in which notice was given
16 to Class Members and to assess the rate of participation.

17 **13. Hearing.** A hearing shall be held at 8:30 a.m. on March 29, 2010, in the
18 courtroom of the Honorable Zaven V. Sinanian, Department 23, of the Superior Court of California
19 for the County of Los Angeles, located at 111 North Hill Street, Los Angeles, California, to
20 consider whether the Court should give final approval of the Settlement, including: whether the
21 proposed settlement of this litigation on terms and conditions provided for in the Settlement
22 Agreement is fair, adequate, and reasonable and should be finally approved by the Court; whether
23 Judgment should be entered herein; whether the plan of distribution of \$10 Off Gift Vouchers
24 should be approved as fair, adequate, and reasonable to the Class Members; and to finally approve
25 expense and fee awards to Plaintiff's counsel and incentive awards to Plaintiff.

26 **14. Vacate Dates And Stay.** As of the date this Order is signed, the February 18, 2010
27 final status conference and the February 22, 2010 trial dates are hereby vacated. Any other dates
28 and deadlines associated with this Action shall be stayed, other than those related to the

1 administration of the Settlement.

2 15. **Ineffectual Settlement.** In the event the Settlement does not become effective in
3 accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved,
4 or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered
5 null and void and vacated, the Second Amended Complaint, and any Answer filed in response
6 thereto, shall be rendered null and void and of no effect *ab initio* and vacated, and the parties shall
7 revert to their respective positions as before entering into the Settlement.

8 16. In the event the Settlement is approved at the Final Approval Hearing, the Court
9 shall enter a Final Order Approving The Settlement And Judgment. The Final Order shall be fully
10 binding with respect to all Class Members who did not request exclusion in accordance with the
11 terms of the Settlement.

12 17. In sum, the dates for performance are as follows:

13 January 22, 2010	Last day to e-mail and/or mail Summary 14 Notice and publish Full Notice.
15 February 22, 2010	Last day for Class Members to opt-out or 16 object to the Settlement.
17 March 12, 2010	Last day for filing and serving papers in 18 support of Final Approval of the Settlement, 19 along with applications for any Fee/Expense 20 and Incentive Awards, and/or filing and 21 serving papers in response to objections, if 22 any.
23 March 29, 2010	Final Approval Hearing.

24 ///
25 ///
26 ///
27 ///
28 ///

1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and all dates provided for in the Settlement without further notice to Class Members, and
3 retains jurisdiction to consider all further applications arising out of or connected with the
4 proposed Settlement.

5 JAN 0 8 2010.

ZAVEN V. SINANIAN

6 Dated: _____

HON. ZAVEN V. SINANIAN
Superior Court Judge, Los Angeles County, California

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1

**SUMMARY NOTICE OF CLASS ACTION SETTLEMENT AND YOUR RIGHT TO
THE \$10 GIFT VOUCHER(S) PROVIDED BELOW
THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS - PLEASE READ IT CAREFULLY.**

Dear 1-800-Flowers.com Customer:

Because you purchased products between March 1, 2006 and February 5, 2008 from the 1-800-Flowers.com website, when a "shipping charge" was noted on the website and the products were delivered by a local florist, you are a Class Member. Under a proposed class action settlement, upon final Court approval, you are entitled to a Gift Voucher of \$10 for each order that you placed at 1800flowers.com between March 1, 2006 and February 5, 2008. Simply visit www.1-800-Flowers.com, choose any bouquet, gift basket or other product, and then enter your Gift Code Number at time of check out. Your Gift Code Number or Numbers are _____.

Each Gift Voucher is valid for a single internet order during the six month period following final Court approval (the "Redemption Period") and is not valid for redemption or delivery of products during the one-week period (7 days) prior to Valentine's Day and Mother's Day. Complete details, along with dates of the Redemption Period, can be found at molnarsettlement.com. Please check the molnarsettlement.com website after March 29, 2010 to determine whether and when Final Approval has been granted and the exact dates of the Redemption Period.

A class action lawsuit entitled *Molnar v. 1-800-Flowers Retail, Inc.* was filed in Los Angeles Superior Court (Case Number BC382828) on December 21, 2007. The lawsuit alleges that 1-800-Flowers made misleading statements and omitted information concerning the shipping and delivery charges associated with certain on-line purchases of floral products. 1-800-Flowers denies these claims, denies that it has done anything wrong, and denies that any Class Member was damaged in any way. The Court did not decide who was right. However, to avoid the expense of litigation, inconvenience, and interference with business operations, the parties have reached a settlement that they believe is in the best interests of the company and its customers.

A final hearing will be held to determine whether the proposed Settlement is fair, reasonable and adequate, and should be finally approved. The hearing will take place on March 29, 2010 at 8:30 a.m. in Dept. 23 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, California 90012. You are not required to attend the hearing in order to participate in the settlement.

IF YOU WISH TO BE PART OF THIS CASE and/or receive the benefits of the settlement, you do not need to do anything. This Notice contains your individual Gift Code Number or Numbers, and thereby provides you one or more Gift Vouchers for future use during the Redemption Period. **KEEP THIS NOTICE FOR FUTURE USE AND TO REDEEM YOUR \$10 GIFT VOUCHER OR VOUCHERS.** Upon Final Judicial Approval of the settlement, each Class Member, who does not timely opt-out of the settlement, will be bound by the Settlement and/or the Court's final Order and shall automatically be entitled to use the Gift Voucher or Vouchers and shall receive \$10 off one purchase per Voucher at www.1-800-Flowers.com. As part of this Settlement, it is expected that over \$60 million dollars in Gift Vouchers will be provided to Class Members. Class Counsel, Westrup Klick, LLP, will seek attorneys' fees and costs not to exceed \$400,000 and an incentive award to Plaintiff for no more than \$5,000. The full text of the Notice Of Proposed Class Settlement (the "Notice"), which further explains the settlement terms and restrictions, appears at www.molnarsettlement.com.

IF YOU DO NOT WISH TO BE PART OF THIS CASE, you may exclude yourself. To do so, you must mail a request to "OPT OUT," postmarked no later than February 22, 2010. The request must state: "I wish to be excluded from the 1-800-Flowers Class Action Settlement." Mail your request to be excluded to Thomas Molnar v. 1-800-Flowers Retail, Inc. et al., c/o The Garden City Group, Inc., PO Box 9558, Dublin, OH 43017-4858. If you properly and timely exclude yourself from the settlement you will NOT be entitled to use the \$10 Gift Voucher. In addition, you have the right to object to the settlement. The procedures for objecting are set forth in the Notice which appears at www.molnarsettlement.com.

IF YOU WANT TO OBJECT TO THE TERMS OF THE SETTLEMENT, you must file and serve your written request to appear and object with the Court and upon Counsel for all parties by February 22, 2010. You must serve all such notices and papers upon Class Counsel and Defendants' Counsel at the following addresses: 1) Mark Van Buskirk, Westrup Klick LLP, 444 W. Ocean Blvd., Suite 1614, Long Beach, CA 90802 ("Class Counsel"); and 2) Judith A. Powell, Kilpatrick Stockton, LLP, 1100 Peachtree Street, Suite 2800, Atlanta, Georgia 30309 ("Defendants' Counsel"). The Court's mailing address for filing an objection is: Los Angeles Superior Court, Dept. 23, 111 North Hill Street, Los Angeles, California 90012. You may attend the final hearing either in person or through an attorney retained at your own expense. **However, Class Members who do not make timely and properly filed objections will be deemed to have waived all objections and shall not be entitled to be heard at the settlement approval hearing.** If your objection is rejected you will be bound by the final judgment just as if you had not objected.

Please direct any questions you have regarding this settlement or this lawsuit to Class Counsel, Westrup Klick, LLP. Do not direct any such questions to the Court, to 1-800-Flowers.com, or to Counsel for Defendants.

Exhibit 2

Notice of Proposed Settlement of Class Action

TO: All persons residing in the United States who purchased products through Defendants' website, which website noted a "shipping charge" and which products were delivered by local florists, during the period from March 1, 2006 through February 5, 2008 ("Class Members").

IF YOU ARE A MEMBER OF THIS CLASS OF PERSONS, YOU SHOULD READ THIS NOTICE CAREFULLY BECAUSE IT WILL AFFECT YOUR RIGHTS.

PURPOSE OF THIS NOTICE

This notice informs you about the action referenced herein and a proposed Settlement on behalf of a certain class of persons. This notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Class Member, and notifies you that hearings will be held to approve the Settlement.

There is currently pending in the California Superior Court for the County of Los Angeles an action entitled *Molnar v. 1-800-Flowers Retail, Inc., Case No. BC 382828* (the "Action"). On January 8, 2010, Judge Hon. Zaven V. Sinanian of the Los Angeles County Superior Court, tentatively approved a proposed settlement in this Action.

WHAT THE ACTION IS ABOUT

Plaintiff Thomas Molnar (hereinafter referred to as "Plaintiff") filed a class action lawsuit against 1-800-Flowers.com, Inc. and 800-Flowers, Inc. (erroneously sued as 1-800-Flowers Retail, Inc.) (hereinafter referred to as "Defendants" or "1-800-Flowers") on behalf of himself and all Class Members. Plaintiff's law firm is Westrup Klick, LLP ("Class Counsel") and that firm represents Plaintiff and the Class Members.

The lawsuit alleges that 1-800-Flowers made misleading statements and omitted information concerning the shipping and delivery charges associated with certain on-line purchases of floral products. Specifically, Plaintiff alleges that he and other similarly-situated consumers were either charged for a service they did not receive, *i.e.* shipping, or were charged and paid for delivery twice – once as a "shipping charge" despite that the floral arrangements were hand delivered by a local florist, and once as a delivery charge that was built into the merchandise price of the product. Plaintiff alleges Defendants' violation of certain New York General Business Law provisions, along with common law counts. 1-800-Flowers denies these claims, and denies that it has done anything wrong. 1-800-Flowers asserts that all Class Members knew the total charges for their orders prior to completing their orders, that 1-800-Flowers performed valuable services necessary to have the orders delivered, and that no Class Members were damaged in any way. In addition, Defendants asserted a Counterclaim against Plaintiff Molnar personally for violation of the Terms and Conditions of its website. The Court did not decide who was right. However, to avoid the expense, inconvenience and interference with its business operations created by the Action, Defendants have concluded that it is in their and their customers' best interests to settle the Action on the terms summarized in this Notice.

The settlement was reached through extensive arms-length negotiations between the parties and with the assistance of a neutral mediator, the Honorable Judge Edward A. Infante (Ret.).

The Court has determined that the Action should proceed as a Class Action for purposes of settlement only, with Plaintiff as the representative of the Class, and has granted preliminary approval of the settlement, subject to a final fairness hearing discussed below.

THE PROPOSED SETTLEMENT

THE PARTIES HAVE AGREED TO THE SETTLEMENT GENERALLY DESCRIBED BELOW:

You are a Class Member if you purchased products through Defendants' website, which website noted a "shipping charge" and which products were delivered by local florists, during the period from March 1, 2006 through February 5, 2008.

For those Class Members who do not timely opt-out of the settlement, you will be entitled to receive a \$10 Gift Voucher for each qualifying online purchase you made from the www.1800flowers.com website during the period March 1, 2006 through February 5, 2008. Each Voucher is valid for a single on-line purchase made at www.1-800-Flowers.com and usable at time of checkout. The \$10 Gift Voucher is subject to the terms and conditions described below.

The Parties agreed that, subject to the Court's final approval, the named Plaintiff, Thomas Molnar, shall be entitled to an incentive award of up to \$5,000 in recognition of the risk to Plaintiff as the Class representative in commencing the lawsuit in the Action, both financial and otherwise; the amount of time and effort spent by Plaintiff as the Class representative; and for serving the public interest. The Parties also agreed that, subject to the Court's final approval, Class Counsel shall be entitled to an award of attorneys' fees and costs of up to \$400,000. The payment of attorneys' fees will not affect the benefits provided to the Class Members.

You may review a copy of the Settlement Agreement at www.molnarsettlement.com.

RELEASE OF ALL CLAIMS

If the settlement is granted final approval, 1-800-Flowers.com, Inc. and 800-Flowers, Inc. and each of its past or present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers, and each of their respective successors and predecessors in interest, affiliates, parents, and subsidiaries (the "Released Parties") will be released from all claims, liabilities, demands, debts, accounts, obligations, actions, and causes of action, known or unknown, suspected or unsuspected, at law or in equity, of any kind or nature whatsoever (collectively "Claims") that were alleged or that could have arisen out of the facts alleged in the Second Amended Complaint filed in the Action and all predecessor complaints thereto.

FINAL FAIRNESS HEARING

A final hearing will be held before Judge Zaven V. Sinanian, of the Los Angeles County Superior Court, on March 29, 2010 at 8:30 a.m., to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved. The hearing will take place at the Los Angeles County Superior Court, in Dept. 23, located at 111 North Hill Street, Los Angeles, CA 90012. **You do not need to attend the hearing in order to participate in the settlement.**

WHAT YOU CAN DO

1. To Receive And Use The \$10 Gift Voucher. Upon the Court's final approval of the settlement, you will be entitled to \$10 Gift Voucher towards a purchase at www.1-800-Flowers.com by entering the "Gift Voucher Code" at time of check out (See your individual Gift Voucher Code or Codes on the Summary Notice that you received). Each \$10 Gift Voucher shall be effective for a six (6) month period after Final Judicial Approval of the settlement. Please check the settlement website to determine (i) whether and when Final Approval is granted, and (ii) the exact dates of the Redemption Period for the \$10 Gift Voucher. The settlement website is www.molnarsettlement.com.

The \$10 Gift Voucher is subject to the following conditions: (1) the Gift Voucher is valid only for online purchases from www.1-800-Flowers.com; (2) the Gift Voucher expires 6 months after Final Judicial Approval of the Settlement, and is not valid for redemption or delivery of products during the following dates: December 18-25, 2009, February 7-14, 2010, and May 3-09, 2010; (3) the Gift Voucher is limited to one Gift Voucher per transaction; (4) the Gift Voucher must be used in a single transaction (i.e., no change or cash of any kind will be given by 1-800-Flowers for all or any portion of the value of \$10 Gift Voucher) and any balance not used in the single transaction will be lost.

A final hearing will be held to determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved. The hearing date is calendared for March 29, 2010 in Dept. 23 of the Los Angeles Superior Court, located at 111 North Hill Street, Los Angeles, California 90012. You are not required to attend the hearing in order to participate in the Settlement.

If you decide to participate in this Settlement, or if you fail to timely opt-out of the Settlement, you will be bound by the terms of the Settlement and the Court's final order.

2. To Exclude Yourself From The Settlement. If for some reason you desire to exclude yourself from the settlement, you may do so by mailing a request to "**OPT OUT**," postmarked no later than February 22, 2010. The request must state: "I wish to be excluded from the 1-800-Flowers Class Action Settlement." Mail your request to be excluded to

Thomas Molnar v. 1-800-Flowers Retail, Inc. et al.
c/o The Garden City Group, Inc.
PO Box 9558
Dublin, OH 43017-4858

If you timely and validly request exclusion from the Class, you will be excluded from the Class; you will not receive any benefits from the settlement; you will not be bound by the judgment entered in the Action and you will not be precluded from otherwise prosecuting any individual claim, if timely, against 1-800-Flowers based on the transactions complained of in the Action. If you do not wish to exclude yourself, and have no objection to the settlement, you will get the benefits of the settlement once the Court grants final approval.

3. To Object To The Settlement. If for some reason you desire to object to the terms of the settlement, you may do so under the procedures set forth below. If your objection is rejected you will be bound by the final judgment just as if you had not objected.

If you decide to appear and object, you must file and serve your written request to appear and object with the Court, and upon Counsel for all of the parties February 22, 2010. You must serve all such notices and papers upon Class counsel and Defendants' counsel at the following addresses:

Mark Van Buskirk
Westrup Klick LLP
444 West Ocean Blvd., Suite 1614
Long Beach, CA 90802
(Class Counsel)

Judith A. Powell, Esq.
Kilpatrick Stockton, LLP
1100 Peachtree Street, Suite 2800
Atlanta, Georgia 30309
(Defendants' Counsel)

The Court's mailing address for filing objections is:

Los Angeles County Superior Court
Dept. 23
111 North Hill Street
P.O. Box 151
Los Angeles, California, 90012

Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be entitled to be heard at the settlement approval hearing.

If you have further questions regarding this lawsuit you may contact Plaintiff's Counsel, Westrup Klick, LLP at 1-800-374-9916. DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, TO THE JUDGE, TO 1-800-FLOWERS.COM, OR TO COUNSEL FOR DEFENDANTS.