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IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

MAUREEN G. KELLY
LAWERIAN-PEREZ, COURT

Plaintiff,

vs.

TWEEN BRANDS INC.,

Defendant.

CASE NO. 14CV001119

JUDGE RICHARD L. COLLINS JR.

**AGREED ENTRY AND ORDER PRELIMINARILY APPROVING SETTLEMENT,
APPROVING NOTICE TO CLASS MEMBERS, AND SCHEDULING SETTLEMENT
APPROVAL HEARING**

Plaintiff and Defendant having made a joint motion for preliminary approval of a Stipulation and Agreement of Settlement dated 1/20, 2015 (the "Agreement") between Plaintiff, individually and on behalf of a Settlement Class (as defined in the Agreement) and Defendant Tween Brands, Inc., and the Court having read and considered the Agreement,

IT IS ORDERED that:

1. Unless otherwise specified, terms herein shall be as defined in the Agreement.
2. For settlement purposes only and contingent upon Final Approval of the

Agreement, the Court hereby certifies the following Settlement Class, defined as follows:

All customers of Tween Brands who, at any time between July 1, 2012 and August 31, 2014, inclusive, and while they were residents of Ohio, purchased any product in a Tween Brands retail store located within the State of Ohio

3. Subject to Final Approval of the Settlement Agreement and the entry of final judgment, and for settlement purposes only, the Court finds that the prerequisites of Rule 23 of the Ohio Rules of Civil Procedure are met and hereby certifies the foregoing defined Settlement Class as a damages class pursuant to Rule 23(B)(3). If Final Approval of the Settlement is not

granted, or if final judgment as contemplated in the Agreement is not entered, this Order of certification shall be vacated and the Parties shall be restored without prejudice to their respective litigation positions prior to entry of this Order.

4. The Court finds that the manner, method, and content of notice specified in the Agreement will provide the best notice practicable to members of the Settlement Class and satisfies the requirements of Rule 23, Ohio law, and due process requirements of the United States and Ohio Constitutions. Tween Brands shall cause the Settlement Administrator to send Mailed Notice and Claim Forms by first class U.S. mail, postage prepaid, to all Class Members identifiable by Tween Brands through search of its readily searchable electronic records as provided in the Agreement, no later than 45 days after entry of this Order, in a form and content substantially similar to Exhibits B and D to the Agreement, and in substantially the manner specified in the Agreement, at Tween Brands' cost.

5. Additionally, notice shall be published within 45 days after Preliminary Approval, in substantially the same form and content as Exhibit C to the Agreement, one time in one weekday edition of the following newspapers of general circulation in Ohio: Cleveland Plain Dealer, Akron Beacon-Journal, Columbus Dispatch, Cincinnati Enquirer, Toledo Blade, and the Dayton Daily News. Tween Brands shall pay for the costs of Published Notice.

6. Any Class Member who wishes to be excluded from the Settlement Class must send a written request for exclusion in the manner and to the address provided in the Mailed Notice. The Mailed Notice and Published Notice will advise Class Members of their right to request exclusion from the Settlement Class. Such opt out rights may be exercised only individually by a Class Member, and not by any other person in a representative capacity, except on behalf of a Class Member who is deceased or legally incapacitated. Requests by Class

Members to be excluded from the Settlement Class must be mailed to the Settlement Administrator at the address set forth in the notice and must be postmarked or delivered on or before ~~[date no less than 30 days before the Settlement Approval Hearing]~~ ^{April 8, 2015} in order to be effective.

7. Within 7 days after the deadline for exclusions described in paragraph 6, the Settlement Administrator shall submit to Plaintiff's Counsel and Defendant's Counsel a report of the names and addresses of all Class Members who timely and properly excluded themselves from the Settlement Class.

8. Based on review of the Agreement, terms of the proposed Settlement, the claims, defenses, and allegations in this Action, and applicable law, the Court preliminarily finds that there is sufficient basis to conclude that the proposed Settlement is fair, adequate, and reasonable and in the best interests of Class Members. Thus, the Court preliminarily and conditionally approves the proposed Settlement of the Class claims as described in the Agreement, preliminarily finding the settlement to be fair, reasonable, and adequate and in the best interests of Class Members.

9. The Court also preliminarily approves the administration of the proposed Settlement as described in the Agreement and the disbursement of the settlement payments and/or coupons to Class Members who timely submit signed and completed Claim Forms.

Claim Forms must be postmarked or delivered to the Settlement Administrator on or before ~~30~~ ^{June 8, 2015, at 1:30 PM} ~~days after the Settlement Approval Hearing]~~ in order to be considered, which deadline will be stated in the Mailed Notice and Published Notice. Those Class Members who timely submit signed and completed Claim Forms by the deadline specified will be eligible for distribution of compensation only to the extent, in the amount, and in the manner described in the Agreement.

If the Court grants Final Approval of the Settlement, the settlement payments and/or coupons will be distributed to or for the benefit of Class Members in the manner and in the amounts described in the Agreement.

10. A Settlement Approval Hearing shall be held before this Court on 5/8/15, ~~2014~~, at 1:30 p.m., to consider and finally determine:

- a. Whether the Settlement should be finally approved by the Court as fair, reasonable, and adequate;
- b. Whether and in what amount attorneys' fees should be awarded to Plaintiff's Counsel, as provided in the Settlement; and
- c. Objections, if any, made to the Settlement, or any of its terms.

The Settlement Approval Hearing described in this paragraph may be postponed, adjourned, or continued by order of the Court without further notice to Class Members.

11. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who objects to approval of the proposed settlement may appear at the Settlement Approval Hearing in person or through counsel to show cause why the proposed settlement should not be approved as fair, reasonable, and adequate. However, no person (other than named parties) may be heard at the Settlement Approval Hearing, or file papers or briefs in connection therewith, unless on or before APR 8, 2015 ~~[date no less than 30 days before the Settlement Approval Hearing]~~ such person has filed with the Court and served on Plaintiff's Counsel and Defendant' Counsel a timely written notice of intent to object, which must contain or include the following information:

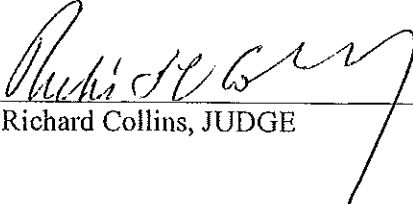
- (a) the name, address, telephone number, and signature of the objecting Class Member;
- (b) the specific reasons for the Class Member's objections to the Settlement, and a

relating thereto shall be withdrawn without prejudice to the rights of any of the Parties thereto, who shall be restored to their respective positions as of the date of the execution of the Agreement.

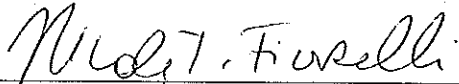
15. All Class Members who have not timely and properly excluded themselves from the Settlement Class are preliminarily enjoined, in either an individual or representative capacity, from filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or seeking to certify a class in, or organizing customers of Tween Brands into a separate class of persons, as a purported class action (including by seeking to amend a pending complaint to include class allegations) in or receiving any benefits or other relief from, any other lawsuit, arbitration or administrative, regulatory or other proceeding or order in any jurisdiction, based on or relating to the claims and causes of action in, or the facts and circumstances relating to, this Action and/or the Released Claims as described in the Agreement.

16. The Parties are hereby authorized without further approval from the Court to agree upon such amendments or modifications of the Agreement and of all exhibits thereto as shall be consistent in all respects with this Order and do not limit the rights of Class Members.

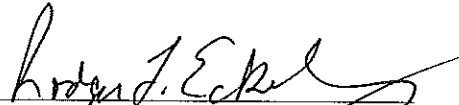
Date: 1/23/, 2015


Richard Collins, JUDGE

Consented to by:



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