

IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

MARIAN PEREZ,

Plaintiff,

vs.

TWEEN BRANDS INC.,

Defendant.

CASE NO. 14CV001119

JUDGE RICHARD L. COLLINS JR.

**STIPULATION AND AGREEMENT OF CLASS ACTION SETTLEMENT BETWEEN
PLAINTIFF MARIAN PEREZ, INDIVIDUALLY AND ON BEHALF OF A CLASS, AND
DEFENDANT TWEEN BRANDS, INC.**

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EXHIBITS

Exhibit A	Preliminary Approval Order
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STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the “Agreement”) is made and entered into by Tween Brands, Inc., by and through its undersigned attorneys of record, and by Marian Perez, individually and on behalf of the Settlement Class she represents (“Plaintiff”), by and through her undersigned attorneys of record. This settlement is intended to fully, finally, and forever resolve, discharge, and settle this Action and the Released Claims (as defined below) without costs and with prejudice, upon and subject to the terms and conditions hereof, subject to the approval of the Common Pleas Court of Lake County, Ohio (the “Court”).

1. Background Information

1.1 The above-captioned action (the “Action”) was filed in the Court on May 30, 2014, as a proposed class action on behalf of all Ohio residents who purchased any product(s) from Defendant, in one of Defendant's Ohio stores, during any day that Defendant advertised a discount of "40% off entire store", or other similar discount language, and where the product(s) was not sold at the non-discount price for at least 28 of the last 90 days prior to the purchase.

1.2 The Complaint alleges that Tween Brands is liable to Plaintiff under a variety of causes of action by selling items advertised as 40% off, when those items allegedly had not been sold at the marked regular price for at least 28 of the last 90 days prior to the sale. Tween Brands denied that it had breached any obligations or was liable to Plaintiff, and believes its sales practices were at all times in accordance with Ohio law.

1.3 Tween Brands has moved to dismiss Plaintiff's complaint, which Plaintiff has opposed. That motion is currently pending before the Court

1.4 The Parties have agreed to settle the claims in this Action, upon the terms and conditions described in this Agreement, against Tween Brands in order to avoid the uncertainty, risks, costs, and delays of further litigation.

1.6 This settlement is a compromise of disputed claims, and Tween Brands does not admit liability to Plaintiff or to any Class Member. Tween Brands also denies any wrongful conduct toward Ohio customers in the advertising or sale of products. Neither the fact of settlement, this Agreement, nor any consideration therefor, nor any actions taken to implement the terms of this Agreement are intended to be nor may they be deemed or construed to be, an admission or concession of liability or of the validity of any claim or of any point of law or fact (including but not limited to the propriety of class certification) by any Party, and shall not be deemed or construed to be an admission or evidence for any purpose.

1.7 The Parties and their counsel have extensively investigated the facts and issues raised in this Action, and have sufficient information to evaluate settlement and this Agreement. Arms-length settlement negotiations occurred between Plaintiff's Counsel and Defendant's Counsel, and this Agreement is the result of those negotiations. Plaintiff's Counsel and Defendant's Counsel, in light of their knowledge of this Action and their experience, are satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and in the best interests of all Class Members, particularly due to the likelihood that continued litigation would be protracted, entail risks, and involve substantial expense.

1.8 Without admitting or conceding any liability or damages, and in order to avoid the uncertainty, risks, and costs of the Action, the Parties have agreed to settle the claims of Plaintiff and of the Settlement Class in the manner and upon the terms and conditions set forth in this Agreement.

2. Certain Definitions

The following terms used in the Settlement have the meanings specified below:

2.1 “Agreement” means this Stipulation and Agreement of Settlement.

2.2 “Claim Deadline” means the date no less than 30 days after the Settlement Approval Hearing, held by the Court to consider final approval of the Settlement, as described in Section 2.22, which date will be stated in the Mailed Notice and Published Notice.

2.3 “Claim Form” means the form of claim form attached as Exhibit D, to be mailed with the Notice to all Class Members identifiable by reasonable search by Tween Brands of its electronic records, in addition to those persons who request a Notice and Claim form from the Settlement Administrator. Claim Forms must be timely submitted by Class Members in order to determine their eligibility to participate in the settlement, as described in Section 8.

2.4 “Class Member” means a person included within the Settlement Class, and includes Plaintiff, but does not include persons who timely and properly exclude themselves from the Settlement Class, in accordance with Section 7.

2.5 “Class Period” means the time period of July 1, 2012 through August 31, 2014, inclusive of those dates.

2.6 “Court” means the Common Pleas Court of Lake County, Ohio.

2.7 “Defendant” and “Tween Brands” means Tween Brands, Inc.

2.8 “Defendant’s Counsel” means any partner or associate of Baker & Hostetler LLP.

2.9 “Distributed Amount” means the sum of eligible claims paid to Class Members by the Settlement Administrator, as described in Section 9.5.

2.10 “Effective Date” means the last date by which all of the following events have occurred and the following statements are true:

(a) The Court has entered the Settlement Order and Final Judgment in the form and content attached hereto as Exhibit E, without modification (except as approved in writing by the Parties);

(b) 35 days have passed after entry of the Settlement Order and Final Judgment without any appeal of the Settlement Order and Final Judgment being filed, or, if an appeal or motion to accept jurisdiction of an appeal of the Settlement Order and Final Judgment has been filed, orders have been entered affirming said Settlement Order and Final Judgment without modification or denying jurisdiction of an appeal and all appeals have been exhausted; and

(c) No Party has withdrawn from this Agreement prior to occurrence of the conditions described in subsections (a) and (b).

2.11 “Final Approval” means the Court’s final approval of this Settlement through the entry of the Settlement Order and Final Judgment, in the form and content attached as Exhibit E, as provided in Section 5.2.

2.12 “Mailed Notice” means a notice of certification of the Settlement Class and of the Settlement that will be mailed to Class Members as described in Section 6, and substantially in the form and content of the attached Exhibit B.

2.13 “Parties” means the Representative Plaintiff, the Settlement Class and all of its Members, and Defendant, and “Party” means any of said Parties.

2.14 “Plaintiff” means the Representative Plaintiff and Class Members.

2.15 “Plaintiff’s Counsel” means any member or associate of Dworken & Bernstein Co. L.P.A.

2.16 “Preliminary Approval” means that the Court has entered an order the same as or similar in content to the attached Exhibit A, without modification that is not consented to in writing by the Parties: (a) preliminarily approving the terms and conditions of the Settlement and this Agreement as fair and reasonable; (b) directing Notice of the pendency of the Settlement Class in this action and of the Settlement be given to Class Members, as provided in this Agreement; (c) approving the manner and form of Notice to be provided to Class Members, as described in this Agreement; (d) directing the manner in which and deadline by which Class Members may act to exclude themselves from the Settlement Class; and (e) scheduling a fairness hearing at which the Court will determine whether this Agreement should be approved as fair, reasonable, and adequate.

2.17 “Published Notice” means a summary notice of certification of the Settlement Class and of the Settlement that will be published in certain newspapers as described in Section 6, and substantially in the form and content of the attached Exhibit C.

2.18 “Released Claims” means those claims described in Section 12.1 of this Agreement that are released by Plaintiff and the Settlement Class under the Settlement as against the Released Parties.

2.19 “Released Parties” means Defendant, Tween Brands, and each and all of its parents, subsidiaries, divisions, joint ventures, joint venturers, and related and affiliated entities, and all of their respective predecessors, successors, assigns, attorneys, accountants, representatives, and all of their past and present officers, directors, employees, agents, and independent contractors.

2.20 “Representative Plaintiff” means Plaintiff Marian Perez.

2.21 “Settlement” means the compromise and settlement of the claims of Plaintiff and of the Settlement Class in the Action, as described in this Agreement.

2.22 “Settlement Approval Hearing” means the hearing to be held by the Court to consider final approval of the Settlement and to consider the Settlement Order and Final Judgment.

2.23 “Settlement Class” means the class of persons defined by Section 4.1, and includes Plaintiff, but does not include any Class Members who timely and properly elect to be excluded from the Class, as described in Section 7.

2.24 “Settlement Amount” means the total amount of settlement payments due Class Members who timely submit a claim under the terms of this agreement, attorneys’ fees, and the contingent charitable “*cy pres*” payment provided as described in Section 3, which is inclusive of any interest under Ohio Rev. Code Section 1343.03. Except for certain administrative expenses as provided in Section 11, the Settlement Fund shall constitute the entire monetary consideration to be paid by or on behalf of Tween Brands in connection with the Settlement.

2.25 “Settlement Order and Final Judgment” means the order and final judgment approving and incorporating this Agreement and the Settlement as binding upon the Parties that is entered by the Court substantially in the form and content attached hereto as Exhibit E without modification, except as may be agreed to in writing by the Parties.

2.26 “Settlement Administrator” means The Garden City Group, Inc., the entity retained by Tween Brands to administer the Settlement as described in this Agreement, and its agents and employees.

2.27 “Supporting Documentation” means a receipt issued by a Tween Brands retail store located within the State of Ohio reflecting a purchase within the Class Period, or a credit card or bank statement reflecting a purchase at a Tween Brands retail store located within the State of Ohio within the Class Period.

3. Cy Pres Payment

As part of the Settlement, if the total value of timely claims submitted is equal to less than \$3,000,000.00, Tween Brands shall pay an amount equal to the difference between the total value of timely claims submitted and \$3,000,000.00, divided 40% each to 1) Nationwide Children’s Hospital and 2) The Boys and Girls Club of Cleveland, and 20% to University Hospitals Pediatric Plastic Surgery department for its "Save a Smile, Save a Child" activities, subject to Court approval.

4. Certification of Settlement Class

4.1 The Parties hereby agree, subject to the approval of the Court pursuant to Rule 23 of the Ohio Rules of Civil Procedure, that for settlement purposes only, the Settlement Class for all purposes hereunder shall be 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.

4.2 As provided in Section 7, any Class Member individually may elect to opt out of the Settlement Class, within the time and in the manner specified in the Mailed Notice, Published Notice, and in the order of Preliminary Approval, with the effect that the rights of each such Class Member who opts out shall not be affected by this Settlement. Except for Class Members who are deceased or incapacitated, such opt out rights may only be exercised individually by a Class Member, and not by any other person or entity in a representative capacity.

5. Preliminary Approval and Final Approval

5.1 The Parties shall move the Court to approve and enter a Preliminary Approval order, in the form and content of Exhibit A, preliminarily approving this Settlement as fair, just, reasonable, and adequate, approving notice to the Settlement Class as described in Section 6, and setting a hearing to consider Final Approval of the Settlement and any objections.

5.2 At or before the Settlement Approval Hearing, Plaintiff's Counsel shall move the Court to approve and enter a Settlement Order and Final Judgment substantially in the form of the attached Exhibit E, granting Final Approval of this Settlement as fair, reasonable, adequate, binding on all Class Members who have not timely excluded themselves, awarding attorneys' fees and costs, as set forth in Section 10, effecting the releases as set forth in Section 12, and such other provisions as set forth in the Settlement Order and Final Judgment.

5.3 If the Court refuses to issue Preliminary Approval of the Settlement, or to issue Final Approval of the Settlement and this Agreement, or grants Preliminary Approval or Final Approval of the Settlement with a material change from this Agreement, or issues the Settlement Order and Final Judgment materially different from that attached as Exhibit E, or the Settlement Order and Final Judgment is reversed or modified on appeal, then this Agreement in its entirety shall become void, unless the Parties promptly agree in writing to proceed with the Settlement

and this Agreement consistent with the change or modification under which the Agreement is rendered void. In the event this Agreement becomes null and void as described in this Section 5.3, the Parties shall be restored without prejudice to their respective litigation positions in the Action prior to execution of this Agreement.

5.4 The Parties and their counsel shall undertake all reasonable efforts that are in good faith necessary and appropriate to obtain the Court's Preliminary Approval and Final Approval of this Agreement and entry of the Court's Settlement Order and Final Judgment approving and adopting this Settlement and Agreement.

6. Notice and Claim Form

6.1 Tween Brands agrees to create by a good faith effort and at its expense a list of the names of Class Members based on the definition of the Settlement Class and their last known addresses, as reflected by Tween Brand's search of its electronic records. Tween Brands shall deliver such list of Class Members to the Settlement Administrator within 30 days after Preliminary Approval. The list of Class Members will remain the confidential property of Tween Brands.

6.2 No later than 45 days after Preliminary Approval, the Settlement Administrator shall cause a singular Mailed Notice to be mailed by first class U.S. mail to each Class Member identifiable by reference to Tween Brand's electronic records, to the last known address of each Class Member as reflected on Tween Brand's electronic records, with the envelope containing conspicuous notice to the U.S. Postal Service, "Return Service Requested". The Mailed Notice shall be in substantially the same content and form as the attached Exhibit B, and shall also be accompanied by a Claim Form in substantially the same content and form as the attached Exhibit D.

6.3 Any Mailed Notice returned to the Settlement Administrator by the U.S. Postal Service as not deliverable or not forwarded shall be updated, one-time, through the National Change of Address Database and re-mailed by the Settlement Administrator, if an address is obtained different from that to which such Notice was originally mailed. Any Mailed Notice returned to the Settlement Administrator a second time as not deliverable or not forwarded will not be resent. Tween Brands shall pay for the costs of printing and mailing Notice and such search of the National Change of Address Database.

6.4 In addition, within 45 days after Preliminary Approval, the Settlement Administrator shall cause the Published Notice to be published, in substantially the same form and content as the attached Exhibit C, one time in each 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 publishing such Notice.

6.5 Notice will also be included in a website created and maintained by the Settlement Administrator which will contain the Settlement Agreement, FAQs, general information, and a downloadable claim form.

7. Requests for Exclusion and Notice of Intent to Object

7.1 Pursuant to Section 4.2, any Class Member seeking to be excluded from the Settlement Class must send a written request for exclusion to the Settlement Administrator, at an address designated in the Mailed Notice and Published Notice, and postmarked or received by the Settlement Administrator by the Claims Deadline, which date will be stated in the Mailed Notice and Published Notice.

7.2 To be effective, a request for exclusion from the Settlement Class must include

the Class Member's name and address, a clear and unequivocal statement that the Class Member wishes to be excluded from the Settlement Class, and the signature of the Class Member or, in the case of a Class Member who is deceased or incapacitated, the signature of the legally authorized representative of such Class Member.

7.3 Within 7 days after the Claims Deadline, as set forth in Section 7.1, 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 have timely and properly excluded themselves from the Settlement Class. Upon the reasonable request of Defendant's Counsel or Plaintiff's Counsel, the Settlement Administrator shall make available for inspection and copying any opt out requests received by it.

7.4 Tween Brands shall have the right to withdraw from this Agreement if the number of Class Members who timely elect to be excluded from the Settlement Class exceeds 500. Tween Brands must exercise such right to withdraw, in writing to Plaintiff's Counsel, within ten (10) days after receipt of the report of opt outs from the Settlement Administrator, pursuant to section 7.3. If Tween Brands timely chooses to exercise the right to withdraw described herein, this Agreement shall be null and void for all purposes and the parties shall be restored without prejudice to their respective pre-settlement litigation positions in the Action.

7.5 Any Class Member who does not request exclusion from the Settlement Class may object to the Settlement by filing with the Court a written notice of intent to object, with a copy served on Plaintiff's Counsel and Defendant's Counsel. A notice of intent to object must be filed with the Court no less than 30 days before the Settlement Approval Hearing, and must contain 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 detailed statement of the factual and legal basis for such objections; and
- (c) identify all witnesses, by name, address, and a summary of proposed testimony, who the objecting Class Member may call to testify at the Settlement Approval Hearing, and describe and produce copies of all evidence such objecting Class Member may offer at the Settlement Approval Hearing.

7.6 Any Class Member who does not file a timely and properly supported notice of intent to object in accordance with this Agreement shall waive the right to object or to be heard at the Settlement Approval Hearing and shall be forever barred from making any objection to the Settlement.

8. Claims Process and Determination of Eligibility for Compensation

8.1 As described in the Mailed and Publication Notices and Claim Form, any Class Member who desires to participate in the Settlement must return a completed and signed Claim Form (notarized if not supported by receipts) to the Settlement Administrator, postmarked or received on or before the Claims Deadline, to the address stated in the Mailed and Publication Notices and Claim Form. Any Class Member who fails to timely return a completed and signed Claim Form by the deadline specified shall not be eligible to participate in the disbursement of compensation to Class Members.

8.2 The eligibility of a Class Member who timely returns a completed Claim Form to receive a disbursement of compensation under the Settlement will be determined by whether Tween Brand's records and data show that the claimant purchased a product from a Tween Brands retail store located within the State of Ohio within the Class Period, by whether the

claimant submitted Supporting Documentation with the timely Claim Form, and/or whether the claimant's timely claim form is properly completed. Those Class Members who timely deliver signed and completed Claims Forms and who are identified in Tween Brand's records as having purchased a product from a Tween Brands retail store located within the State of Ohio during the Class Period are eligible for compensation under this Settlement. Class Members for whom Tween Brand's records do not show such a purchase, but who timely submit a signed and completed Claim Form are also eligible for compensation. Class Members who do not timely file a Claim Form, or who excluded themselves from the Settlement Class, are not eligible for compensation under the Settlement.

8.3 The Settlement Administrator will review returned Claims Forms to determine if they were timely delivered or postmarked and to determine Class Members' eligibility for compensation under this Agreement by examination of the Claim Form and any supporting documentation submitted by the Class Member. As necessary, the Settlement Administrator may contact Tween Brands to request information regarding a claim, and may contact Class Members who submit Claim Forms to gather additional or omitted information in order to determine their eligibility for or amount of compensation. The amount of compensation due any Class Member will be determined solely by reference to this Agreement, as described in Section 8.6.

8.4 Within 60 days after the Claims Deadline, the Settlement Administrator shall notify Plaintiff's Counsel and Defendant's Counsel in writing of those persons who have submitted claims that the Settlement Administrator has determined: (a) are untimely or were not signed or notarized; or (b) for whom supporting documentation submitted by the Class Member demonstrates the claimant is ineligible for compensation (for example, the relevant purchase falls outside the Class Period, or the purchase was made outside the State of Ohio). Within 30 days

after such notice from the Settlement Administrator, Plaintiff's Counsel and Defendant's Counsel shall send written notice to the other, objecting to any individual claims determinations of the Settlement Administrator. Objections not submitted within that time period will be deemed waived. Upon receipt of timely objections by either Party to claims determinations by the Settlement Administrator, the Parties will attempt to resolve such objections. Any objections to claims determinations not resolved within 30 days after notice of objections is provided shall be submitted in writing to the Court for final, binding, and non-appealable determination. Provided, however, that any determination of the Court upholding eligibility of a claim shall not require payment contrary to the terms of Section 8.6. Subject to the foregoing, the determination by the Settlement Administrator of any Class Member's eligibility for and amount of compensation under this Agreement shall be final and shall not be subject to any further review or appeal.

8.5 All persons who submit Claim Forms who are not within the Class, will be notified in writing by the Settlement Administrator that they are not eligible to participate in the Settlement along with a brief statement of why they are ineligible.

8.6 Those Class Members who timely deliver completed Claims Forms, but who do not submit Supporting Documentation, shall receive, at the Class Member's option, either a) \$12.00, or b) a coupon for 40% off a single purchase (total purchase, regardless of the number of items purchased), not combinable with any other offers. Those Class Members who submit Supporting Documentation with their claim will be paid 20% of the Class Member's eligible purchases made during the Class Period at Tween Brands retail stores within the State of Ohio, net of the cost of any returned items and sales tax for returned items.

8.7 Payments to eligible Class Members submitting claims and who had more than

one purchase during the Class Period may be combined, provided the Class Member submits Supporting Documentation evidencing each purchase.

8.8 The Settlement Administrator shall maintain records of all Claims Forms and all determinations of the eligibility for and amount of compensation payments to Class Members, and shall make those records available for review upon the reasonable request of Plaintiff's Counsel or Defendant's Counsel. The Settlement Administrator shall retain all records of Claim Forms filed, correspondence with Class Members, and checks issued pursuant to this Agreement for a minimum period of one year after disbursements under this Agreement have been completed.

9. Disbursements to or for the Benefit of Class Members

9.1 Within 30 days after the Effective Date, as defined in Section 2.10, the Settlement Administrator will commence distribution of compensation payments or coupons to eligible Class Members, as they have elected, from the Settlement Fund, as described in Section 8. The Settlement Administrator will use its best efforts to complete distribution of compensation payments and coupons within 90 days after the Effective Date.

9.2 Tween Brands will provide funds as necessary to the Settlement Administrator, so that the Settlement Administrator can distribute compensation to Class Members as provided in Sections 8 and 9.

9.3 Disbursements to Class Members who select cash compensation shall be made by checks issued by the Settlement Administrator in the names of the eligible Class Member(s) who sign Claim Forms, and the terms of such checks shall require negotiation within 60 days of the instruments' date, in the amount described in Section 8.6, and shall contain a conspicuous notice of that limitation upon the check, e.g. "Void and Not Reissuable if not cashed in 60 days."

Negotiation within 60 days of the instruments' date is a condition precedent to the Class Member's entitlement to the funds represented by the check. The date checks are issued by the Settlement Administrator to Class Members shall be the settlement date for purposes of Ohio Rev. Code Section 1343.03, and no interest shall accrue or be due on payments to Class Members. Disbursements to Class Members who select coupon compensation shall be made by issuance by the Settlement Administrator of a single coupon in the form attached as Exhibit G. Reproductions of coupons shall not be honored.

9.4 Checks and coupons shall be mailed by the Settlement Administrator to Class Members at their last known addresses as shown on their submitted Claim Forms.

9.5 Within 90 days after mailing of all checks to Class Members, the Settlement Administrator shall report in writing to Plaintiff's Counsel and Defendant's Counsel the total number of checks and total amount of such checks that are: (a) issued to Class Members; (b) returned as undeliverable or are not forwarded by the U.S. Postal Service; and (c) not negotiated within 60 days of the instrument's date. The total value of checks reported by the Settlement Administrator under this Subsection 9.5 that were issued to Class Members and cashed by them and not voided as unclaimed or stale shall be referred to hereunder as the "Distributed Amount."

9.6 Within 100 days after the Effective Date, if the total value of timely, valid claims is less than \$3,000,000.00, Tween Brands shall pay the difference between the total value of timely, valid claims and \$3,000,000.00 to Nationwide Children's Hospital and The Boys and Girls Club of Cleveland and University Hospitals Pediatric Plastic Surgery Department, divided between the recipients in the percentages provided above. If any entity identified in this Subsection 9.6 ceases to operate or is otherwise unable to accept the contribution described in Subsection 9.6, then the payment to such entity shall be distributed to one or more Ohio based

charities, primary purpose is to benefit Ohio children, as may be selected by Tween Brands and approved by the Court.

9.7 Within 10 days after completing all disbursements of the Settlement Fund as provided in this Section 9, the Settlement Administrator shall so report to Plaintiff's Counsel and Defendant's Counsel, and the Parties shall submit an agreed order to the Court in the form of Exhibit F, dismissing the Action with prejudice without costs or attorneys' fees (except such costs and fees as are awarded pursuant to this Agreement) as to all claims that were asserted or could have been asserted by Plaintiff and/or Class Members.

10. Attorneys' Fees, Costs, and Incentive Compensation

10.1 Plaintiff's Counsel shall apply to the Court for, and Tween Brands will not object to, an award of attorneys' fees and reimbursement of expenses and costs in connection with the representation of the Settlement Class in this Action in an amount not to exceed \$3,000,000.00.

10.2 Plaintiff's Counsel shall apply to the Court for, and Tween Brands will not object to, a service award to the Plaintiff, in the amount of \$5,000.00 in recognition of the amount of time and effort spent by Plaintiff as the class representative.

10.3 Tween Brands shall transfer funds to the Settlement Administrator in an amount sufficient to pay the Court's award of attorneys' fees and expenses to Plaintiff's Counsel, as set forth in the Settlement Order and Final Judgment, or may pay such award of attorneys' fees and expenses directly to Plaintiff's Counsel. The Settlement Administrator or Tween Brands shall pay such award of attorneys' fees and expenses to Plaintiff's Counsel within five (5) business days after the Effective Date, which may be by either wire transfer or by check payable to Plaintiff's Counsel. Any payment of attorneys' fees and reimbursement of expenses and costs shall not exceed the maximum amount set forth in Section 10.1.

10.4 Tween Brands shall transfer funds to the Settlement Administrator in an amount sufficient to pay the Court's award of a service award to Plaintiff, as set forth in the Settlement Order and Final Judgment, or may pay such service award directly to Plaintiff. The Settlement Administrator or Tween Brands shall pay such service award within five (5) business days after the Effective Date, by check payable to Plaintiff. Any payment of a service award shall not exceed the maximum amount set forth in Section 10.2.

10.5 None of the Released Parties shall have any responsibility for and shall have no liability whatsoever with respect to the allocation among Class Counsel and/or any other person who may assert a claim thereto, of any attorneys' fees or expenses that the Court may award, or that are paid by Tween Brands pursuant to this Agreement.

11. Settlement Administration Costs

11.1 Tween Brands shall be responsible for all costs of the Settlement Administrator as described in this Agreement, including printing and mailing of Mailed Notice and publication of Published Notice, as described in Section 6, evaluating Claim Forms, and the issuing and mailing of checks for the disbursements described in Section 9.

11.2 Upon request, the Settlement Administrator shall timely report to Plaintiff's Counsel and Defendant's Counsel of the actions it has taken in connection with administration of this Settlement. The Parties, Plaintiff's Counsel, and Defendant's Counsel shall in good faith cooperate in the implementation of the Settlement and this Agreement.

12. Release and Covenant Not to Sue

12.1 Upon entry by the Court of the Settlement Order and Final Judgment in this Action, Plaintiff and all Class Members who have not timely and properly excluded themselves, regardless of whether such Class Members have claimed or obtained benefits hereunder, on

behalf of each of their successors and assigns, shall release and forever discharge the Released Parties from any and all claims, lawsuits, rights, counts, causes of action, damages, judgments, executions, attachments, debts, demands, liabilities, and obligations of every kind and nature, known and unknown, that they ever had, now have, or hereafter assert, in law or equity, class or individual, suspected or unsuspected, concealed or unconcealed, tangible or intangible, whether sounding in contract, tort, fraud, constructive fraud, fiduciary duty, unjust enrichment or any other theory, that were asserted or could have been asserted by Plaintiff in this Action against Released Parties, for any injury or damages relating to or arising out of the facts alleged in the Action, including but not limited to: (a) advertised or represented “sale,” “regular,” “actual,” “discount” or other price or cost representation for any products sold at Tween Brands retail store locations within the State of Ohio during the Class Period. (b) any and all claims to attorneys’ fees and/or expenses in connection with the prosecution of this Action or the claims described in subsection 12.1(a), except for the amount set forth in and awarded pursuant to Section 10.1.

12.2 Effective upon the entry by the Court of the Settlement Order and Final Judgment in this Action, all Class Members who have not timely and properly excluded themselves hereby covenant not to sue the Released Parties in respect to any or all of the Released Claims identified in Section 12.1, and agree not to file, institute, maintain, collect, proceed against, or seek to establish liability against Tween Brands in any federal, state, or local court or forum, in or before any administrative agency, or in any other proceeding, based upon, arising out of, or related to, in whole or in part, the Released Claims.

12.3 Plaintiff, for themselves and the Settlement Class, accept and assume the risk that if any fact or circumstances found, suspected, or claimed hereafter to be other than or different

from the facts or circumstances now believed to exist, the release and covenant not to sue set forth in Sections 12.1 and 12.2 shall remain effective notwithstanding any such difference in any such facts or circumstances.

12.4 Effective upon entry by the Court of the Settlement Order and Final Judgment, all claims of Plaintiff and of all Class Members, except for those who have timely and properly excluded themselves, shall be dismissed with prejudice and without costs. Provided, however, that the Court shall retain jurisdiction over the interpretation, enforcement, and implementation of this Agreement and the Settlement.

12.5 Plaintiff agree that Tween Brands has offered consideration for the Released Claims by Class Members who do not opt out, regardless of whether Class Members file Claim Forms, are eligible for compensation payments, or receive or negotiate the checks described in Section 9.

12.6 This Settlement reflects, among other things, the compromise and settlement of disputed claims, and neither the Settlement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or of the validity of any claim, or of any point of fact or law (including but not limited to the propriety of class certification) on the part of any Party. Tween Brands denies the allegations of the Complaint filed in this Action.

13. Miscellaneous Provisions

13.1 The Parties and the Parties' counsel shall use their best efforts to secure Preliminary Approval of this Settlement as promptly as possible, to take all steps necessary to effectuate this Settlement, and to obtain Final Approval.

13.2 This Agreement was entered into only for purposes of compromise and settlement and is not an admission of liability by Tween Brands or an admission that a class should be certified. In the event that Final Approval, without modification, does not occur for any reason, then no term or condition of this Settlement shall have any effect, nor shall any such matter be admissible in evidence for any purpose in this action or in any other proceeding.

13.3 This Agreement is intended to and shall be governed by the laws of the State of Ohio.

13.4 The terms and conditions set forth in this Agreement, including all attached exhibits, constitute the complete and exclusive agreement between the Parties relating to the subject matter of this Settlement, superseding all previous negotiations, representations, and understandings, and may not be contradicted or supplemented by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement and all attached exhibits constitute the complete and exclusive statement of its terms as between the Parties and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Settlement. Prior or contemporaneous representations not contained in this Agreement shall be of no force or effect. Any modification of this Agreement must be in writing signed by or on behalf of Plaintiff's Counsel, Plaintiff, and Tween Brands.

13.5 The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. No terms or provisions of this Agreement shall be construed against either Party on the basis that such Party or its or their counsel drafted this Agreement.

13.6 This Agreement shall be binding upon and inure to the benefit of the representative heirs, successors and assigns of the Parties.

13.7 The waiver by one Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement. Time is of the essence in the performance of this Agreement.

13.8 Neither Party, nor their counsel, shall issue any press release, statement, or other communication, whether verbal, in print, or online, regarding this Settlement Agreement or the case. In the event either party is contacted regarding this Settlement Agreement or this case, the party shall refer the person[s] to the public record on file with the Court, to the Notice, or to the website maintained by the Settlement Administrator. Nothing, however, shall preclude either party from communicating with their attorneys, accountants, or financial advisers regarding the terms of this Settlement Agreement. Any such communications shall be for the purpose of complying with the Party's legal or ethical obligations, and shall not negatively portray either Party or their actions.

13.9 This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

13.10 As used herein, the plural of any defined term includes the singular thereof, and

the singular of any defined term includes the plural thereof as the context may require.

13.12 In the event any date or deadline for actions set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it has been executed on behalf of both Plaintiff and Defendant.

Dated: _____, 2014

Dated: January 20, 2015

ATTORNEYS FOR DEFENDANT:

ATTORNEYS FOR PLAINTIFF:

Rodger L. Eckelberry (0071207)
BAKER & HOSTETLER LLP
65 East State Street, Suite 2100
Columbus, Ohio 43215
Tele: 614.228.1541
Fax: 614.462.2616

Nicole T. Fiorelli
Patrick J. Perotti (0005481)
Nicole Fiorelli (0079304)
DWORKEN & BERNSTEIN CO., L.P.A.
60 South Park Place
Painesville, Ohio 44077
pperotti@dworkenlaw.com
Tele: 440.946.7656
Fax: 440.352.3469

FOR DEFENDANT:

FOR PLAINTIFF:

By _____

Marian K. Perez
Marian Perez individually and as class
representatives

Name/Title

Exhibit A

IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

MARIAN PEREZ,

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 _____, 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]** 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 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 _____, 2011, at __.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 **[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's 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

detailed statement of the factual and legal basis for such objections; and

- (c) identify all witnesses, by name, address, and a summary of proposed testimony, who the objecting Class Member may call to testify at the Settlement Approval Hearing, and describe and produce copies of all evidence such objecting Class Member may offer at the Settlement Approval Hearing; and indication whether the objector will attend the Hearing.

Any Class Member who does not file and serve a timely notice of intent to object in accordance with this Order shall waive the right object to the Settlement or to be heard at the Settlement Approval Hearing, and shall be forever barred from making any objection to the Settlement.

12. Defendant's Counsel and Plaintiff's Counsel shall promptly furnish to each other copies of any notice of intent to object that comes into such counsel's possession.

13. If the Settlement is finally approved, the Court will enter a Settlement Order and Final Judgment approving the Agreement substantially in the form and content attached to the Agreement as Exhibit F, and incorporating it as the judgment of the Court, which judgment shall be binding upon all members of the Settlement Class who have not timely and properly requested exclusion in accordance with this Order and the terms of the Agreement.

14. In the event that Final Approval of the proposed Settlement reflected by the Agreement is not granted by the Court, or a Settlement is approved with terms different than as reflected by the Agreement and that are not agreed to by Plaintiff and Defendant in writing, or the Settlement Order and Final Judgment is reversed or modified on appeal, or entry of a Settlement Order and Final Judgment as provided in the Agreement does not occur for any reason, then the Settlement, the Agreement, all drafts, negotiations, discussions, and documentation relating thereto, and all orders entered by the Court in connection therewith, shall become null and void, and shall not be used or referred to for any purpose in this Action or in any other proceeding. In such event, the Agreement and all negotiations and proceedings

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: _____, 2015

Richard Collins, JUDGE

Consented to by:

Patrick J. Perotti (0005481)
Nicole Fiorelli
DWORKEN & BERNSTEIN CO., L.P.A.
60 South Park Place
Painesville, Ohio 44077
pperotti@dworkenlaw.com
Tele: 440.946.7656
Fax: 440.352.3469
Counsel for Plaintiff and Settlement Class

Rodger L. Eckelberry (0071207)
Email: reckelberry@bakerlaw.com
Jacqueline K. Matthews (0086259)
Email: jmatthews@bakerlaw.com
BAKER & HOSTETLER LLP
Capitol Square, Suite 2100
65 East State Street
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Telephone: 614.228.1541
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Counsel for Defendant

Michael K. Farrell (0040941)
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BAKER & HOSTETLER LLP
PNC Center
1900 East 9th Street, Suite 3200
Cleveland, OH 44114-3482
Telephone: 216.621.0200
Facsimile: 216.696.0740

Attorneys for Defendant
TWEEN BRANDS INC.

Exhibit B

IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

MARIAN PEREZ,

Plaintiff,

vs.

TWEEN BRANDS INC.,

Defendant.

CASE NO. 14CV001119

JUDGE RICHARD L. COLLINS JR.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

A COURT ORDERED THIS NOTICE TO BE MAILED. YOU MAY BE ELIGIBLE FOR BENEFITS FROM THE PROPOSED SETTLEMENT OF A CLASS ACTION FILED ON YOUR BEHALF. YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT.

YOU MUST RESPOND TO THIS NOTICE BY FILING A CLAIM FORM IN ORDER TO RECEIVE COMPENSATION. IF YOU DO NOT WANT TO BE PART OF THE SETTLEMENT, YOU MUST TAKE THE STEPS DESCRIBED IN THIS NOTICE BY _____, 2015. OTHERWISE, YOU MAY BE BOUND BY ALL OF THE TERMS OF THE PROPOSED SETTLEMENT.

This is a proposed settlement of a class action lawsuit brought in the Common Pleas Court of Lake County, Ohio (the "Court"), against Tween Brands, Inc. The Tween Brands stores are known as "Justice" stores. A class action is a lawsuit in which one or more persons sue on behalf of others who have similar claims. The members of this group are called the Class. The lawsuit is about Plaintiffs' claims alleging that Tween Brands violated Ohio law by advertising merchandise as "on sale" that had not been sold at the stated regular price, continuously, for 28 of the preceding 90 days. Tween Brands believes that it has complied with all applicable laws at all times.

What this case is about.

Plaintiffs and Tween Brands have concluded that settlement is in their best interests because of the uncertainty, expenses, risks, and delays of litigation. The parties have reached a proposed settlement that will refund a percentage of certain premiums to eligible Class members, if the Court approves the settlement, but only if a claim form is timely filed. The Court has preliminarily approved the settlement as within the range of a fair, reasonable and adequate settlement. On _____, 2015, at ____m., at the Lake County Courthouse, 47 North Park Place, Painesville, Ohio, 44077, the Court will hold a Settlement Approval Hearing to decide whether to issue final approval of the settlement.

The Court has certified a class for settlement purposes. Members of the class include:

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.

Tween Brand's records indicate you may be a Class member if you received this notice in the mail.

THE PROPOSED SETTLEMENT

If you are a Class member and the settlement is approved and you timely send in a Claim Form, you may be entitled to a payment. The settlement allows eligible Class members who timely file claims to elect their recovery. Customers who have receipts substantiating purchases within the class period can elect to submit those receipts and receive 20% of their total purchases, between July 1, 2012 and August 31, 2014, minus any returns, **if** they submit receipts substantiating the purchases claimed. If the claimant does not have receipts, claimant has a choice to receive a cash payment of \$12 or a coupon for 40% off any total purchase at any Ohio Tween Brands retail location. More information is available at www.ohiosalepricesettlement.com. You may also view the settlement agreement and other documents in this case on file with the Clerk of Court, Lake County Court of Common Pleas, 47 North Park Place, Painesville, Ohio, 44077.

Plaintiffs will apply to the Court for an award of attorneys' fees and expenses not to exceed a total of \$3,000,000 on behalf of the counsel who have represented plaintiffs and the class in this class action. For more information about the settlement and your options, you can request a copy of a more detailed notice by viewing the detailed notice online at www.ohiosalepricesettlement.com.

RIGHT TO REMAIN IN THE CLASS OR TO OPT OUT

Class members may ask for a payment, exclude themselves from the settlement, object to it, ask to speak at the Fairness Hearing, or do nothing.

1. To make a claim for payment:

To remain in the settlement and receive a payment, you must sign the enclosed claim form and mail it to the address listed in the claim form, postmarked no later than _____, 2015. **If your claim form is not postmarked timely, you will not receive a payment.** If you remain in the Class, your interests will be represented by class counsel without additional cost, and you will be bound by all orders and judgments entered by the Court, whether favorable or unfavorable to the Class. If the Court approves the proposed settlement and you do not timely request to be excluded from the Class, you will release (give up) all claims against Tween Brands relating to this lawsuit, except your right to receive a settlement payment, if eligible.

2. To opt-out:

If you do not want to be in the Class you must mail written notice of your intent to exclude yourself from the class to the address set forth below so that it is postmarked by _____, 2015. If you timely exclude yourself, you will not receive any benefit available under the proposed settlement and you will not be bound by any orders or judgments entered in this case. To be excluded, your written notice must state "I request to be excluded from the Perez v. Tween Brands, Inc. settlement class." Your written notice also must contain your name and address, and must be signed and dated by you. Your written notice to be excluded from the Class must be signed by the Class Member, and not by anyone else as a representative of a Class member (unless the class member is deceased or incapacitated). Failure to comply with any of these requirements may result in your written notice to be excluded from the Class being invalid. If you wish to exclude yourself from the class, mail written notice of your request for exclusion to the following address:

Ohio Sale Price Settlement Administrator
c/o GCG
P.O. Box 10144
Dublin, Ohio 43017-3144

Your written notice must be postmarked no later than _____, 2015.

CLAIM FORMS AND REQUESTS TO BE EXCLUDED FROM THE CLASS MUST BE MAILED AND POSTMARKED BY _____, 2015 TO BE EFFECTIVE.

CLASS COUNSEL

The Court has designated the following attorneys to represent the Class in this lawsuit:

Patrick J. Perotti, Esq.
Nicole Fiorelli, Esq.
DWORKEN& BERNSTEIN CO., L.P.A.
60 SOUTH PARK PLACE
PAINESVILLE, OHIO 44077

You will not be separately charged for the services of counsel representing the Class in this lawsuit. You have the right (but do not need) to retain your own attorney in this matter, but if you do, you will be responsible for paying your own attorneys' fees and expenses.

YOUR RIGHT TO APPEAR AND OBJECT TO THE SETTLEMENT

Unless you request to be excluded from the Class, you may file a Notice of Intent to Object to any aspect of the proposed settlement or the application by Plaintiffs' counsel for attorneys' fees, but you will be bound by the orders and judgments entered in this case, even if the Court does not agree with your objections. In order to object, you must timely send a written Notice of Intent to Object that includes (i) the specific reasons for your objection(s), as well as a detailed statement of the factual and legal reasons you have for each objection; (ii) any evidence you may present at the Settlement Approval Hearing in support of your objection(s), including the names and addresses of witnesses and a summary of their proposed testimony, and copies of any written evidence; (iii) your name, address and telephone number; and (iv) whether you intend to appear at the Hearing.

In order to be effective, Notice of Intent to object must be filed with the Court by _____, 2015, and copies sent to the following addresses, postmarked by _____, 2015:

Clerk of Courts
Lake County Court of
Common Pleas
47 North Park Place,
Painesville, Ohio,
44077

**DWORKEN& BERNSTEIN
CO., L.P.A.**
Attn.: Nicole Fiorelli
60 South Park Place
Painesville, OH 44077

Plaintiff's Counsel

BAKER& HOSTETLER LLP
Attn.: Rodger Eckelberry
65 East State St.
Suite 2100
Columbus, Ohio 43215

Defendant's Counsel

The court will not entertain objections, nor allow appearances at the Settlement Approval Hearing, unless you comply with the requirements and deadlines for a Notice of Intent to Object set forth above. The Court will not consider any objections filed after _____, 2015. Late objections will be deemed to have been waived. Any judgment entered in this lawsuit will include and be binding on all Class members who have not timely requested exclusion from the Class, even if they object to the proposed settlement. If you object to the proposed settlement, you may still receive benefits if the Court approves the proposed settlement and you are otherwise eligible for a distribution.

ADDITIONAL INFORMATION

This Notice is only a summary of the litigation and the proposed settlement, which is set forth in detail in a Settlement Agreement, which you may view online at www.ohiosalepricesettlement.com. For more details about the litigation and the proposed settlement, you may review the pleadings, settlement agreement, and other documents on file in this case during business hours at the Clerk of Courts Lake County Court of Common Pleas 47 North Park Place, Painesville, Ohio, 44077.

If you have any questions, visit www.ohiosalepricesettlement.com, or contact Plaintiffs' counsel listed above.
PLEASE DO NOT CALL THE COURT, CLERK OF COURT, TWEEN BRANDS, OR COUNSEL FOR TWEEN BRANDS REGARDING THIS MATTER.

DATED: _____, 2015

The Honorable Richard Collins, Jr.
Judge, Lake County Common Pleas

Exhibit C

IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

MARIAN PEREZ,

Plaintiff,

vs.

TWEEN BRANDS INC.,

Defendant.

CASE NO. 14CV001119

JUDGE RICHARD L. COLLINS JR.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. A COURT ORDERED THIS NOTICE TO BE PUBLISHED. YOU MAY BE ELIGIBLE FOR BENEFITS FROM THE PROPOSED SETTLEMENT OF A CLASS ACTION FILED ON YOUR BEHALF. YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT.

A settlement has been reached with Tween Brands, Inc. in a class action lawsuit. Tween Brands stores are known as "Justice" stores. The settlement provides for payments to certain people who submit valid claim forms.

What This Case Is About:

Plaintiff contends that Defendant has advertised merchandise as "on sale" that was actually sold at the regular price for the merchandise. Plaintiff contends that Defendant violated the Ohio Consumer Sales Practices Act by selling merchandise at a "sale" price when the same items had not been sold at the advertised sale price, continuously, for at least 28 of the preceding 90 days. Defendant contends that it has always complied with all applicable laws in its advertising and sale of merchandise.

The Common Pleas Court of Lake County, Ohio, has preliminarily approved the settlement as within the range of fair, reasonable, and adequate, and will hold a hearing on _____, 2015 at __.m. to decidewhether to give final approval to the settlement so that payments can be made. Class members may ask for a payment, exclude themselves from the settlement, object to it, or ask to speak at the hearing. To view a detailed notice about the lawsuit and settlement, visit the website at www.ohiosalepricesettlement.com. **DO NOT CALL THE COURT, DEFENDANT, OR COUNSEL FOR DEFENDANT. THEY MAY NOT ANSWER YOUR QUESTIONS.**

Who's Included

Members of the settlement class include all customers of Tween Brands, Inc. 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.

What Does the Settlement Provide?

If you are a Class member and the settlement is approved and you timely send in a Claim Form, you may be entitled to a payment. The settlement allows eligible Class members who timely file claims to elect their recovery. Customers who have receipts substantiating purchases within the class period can elect to submit those receipts and receive 20% of their total purchases, between July 1, 2012 and August 31, 2014, minus any returns, if they submit

receipts substantiating the purchases claimed. If the claimant does not have receipts, claimant has a choice to receive a cash payment of \$12 or a coupon for 40% off any total purchase at any Ohio Tween Brands retail location. More information is available at www.ohiosalepricesettlement.com. You may also view the settlement agreement and other documents in this case on file with the Clerk of Court, Lake County Court of Common Pleas, 47 North Park Place, Painesville, Ohio, 44077.

Plaintiffs will apply to the Court for an award of attorneys' fees and expenses not to exceed a total of \$3,000,000 on behalf of the counsel who have represented plaintiffs and the class in this class action. For more information about the settlement and your options, you can request a copy of a more detailed notice by viewing the detailed notice online at www.ohiosalepricesettlement.com.

How Do You Ask for a Payment?

In order to receive a payment, you must complete a claim form and mail it, postmarked no later than _____, 2015. To download a claim form go to www.ohiosalepricesettlement.com.

What Are Your Other Options?

If you do not want a payment from the settlement and you don't want to be legally bound by it, you must exclude yourself from the Class by _____, 2015 or you will not be able to sue Tween Brands about the claims in this case ever again. If you timely exclude yourself, you can't get a payment from this settlement. You may also object to the settlement by filing a notice of intent to object with the Clerk of Courts by _____, 2015. The detailed notice explains how to exclude yourself or to object.

The Court will hold a hearing on _____, 2015, at ____m., at the Lake County Court of Common Pleas, Courtroom _____, 47 North Park Place, Painesville, Ohio, 44077, to consider whether to approve the settlement and a request by the lawyers for the Class for an award of attorneys' fees, costs, and expenses to be paid by Tween Brands. You or your own attorney may ask to appear and speak at the hearing, at your own cost, but that is not required. If the Settlement is approved, Class members will release Tween Brands from liability from the claims in this case.

To learn more, visit the website at www.ohiosalepricesettlement.com.

PLEASE DO NOT CALL THE COURT, CLERK OF COURT, TWEEN BRANDS OR ITS COUNSEL REGARDING THIS MATTER.

DATED: _____, 2015

THE HONORABLE JUDGE RICHARD COLLINS, JR.
Judge, Lake County Common Pleas

Exhibit D

PEREZ V. TWEEN BRANDS, INC. CLASS ACTION SETTLEMENT CLAIM FORM

***** THIS CLAIM FORM MUST BE SIGNED AND RETURNED, POST-MARKED NO LATER THAN _____ IN ORDER TO BE CONSIDERED FOR PAYMENT UNDER THIS SETTLEMENT *****

In this claim form, the "Class Period" means the time period between July 1, 2012 through August 31, 2014, inclusive of those dates. An 'eligible purchase' is any purchase made in that time period.

PLEASE PRINT

1. PROVIDE YOUR CLASS MEMBER INFORMATION

Name of Tween Brands customer submitting this claim:

_____ (print clearly)

Current Mailing Address: _____

(City) (State) (Zip)

Daytime telephone no.: _____

Evening telephone no.: _____

Email address: _____

A representative of the Settlement Administrator may contact you if there are any questions about the information you have provided. If the space for any answer is not sufficient, please attach an additional sheet with your response.

2. CHOOSE YOUR RELIEF

A. If you **DO NOT** have receipts documenting your eligible purchase from a Tween Brands store located in Ohio during the Class Period, you may select **either**: a \$12 cash payment, **or** a coupon for 40% off 1 total purchase (regardless of the number of items). The coupon may not be combined with any other offer, discount or promotion.

I SELECT: (Please select only 1.)

_____ \$12 payment

_____ 40% Coupon

B. If you **DO** have a Tween Brands receipt, or credit card or bank statement, reflecting eligible purchases during the Class Period, you may select a cash refund of 20% of the total eligible purchase, minus any amounts for returned items.

_____ 20% cash refund of eligible purchases, **minus** any amounts for returned items (if you do not attach a receipt, or credit card or bank statement reflecting eligible purchases, you may **not** choose this option).

3. PROVIDE YOUR DOCUMENTATION

If you are claiming payment for 20% of eligible purchases, you **must** attach legible copies of your receipt or credit card or bank statement reflecting a purchase from a Tween Brands store located in Ohio between July 1, 2012 through August 31, 2014. You must not claim any amounts for items you later returned and for which you received a refund or store credit.

Enter the total amount of your purchases during the Class Period for which you are attaching receipts, **minus** the amount of all returned items:

\$ _____

4. SIGN AND DATE YOUR CLAIM FORM.

I certify under penalty of perjury that I have read this Claim Form; I believe I am eligible for Class membership; and all of the information on this Claim Form is true and correct to the best of my knowledge.

Signature

Print Name

____/____/____
Month/Day/Year

Notary

My commission expires: _____

REMINDER: THIS CLAIM FORM MUST BE SIGNED, NOTARIZED, AND MAILED TO THE FOLLOWING ADDRESS. IT MUST BE POSTMARKED ON OR BEFORE _____, 2015 IN ORDER FOR YOU TO BE ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT.

5. MAIL YOUR CLAIM FORM

In order to be considered for participation in the settlement, Claim Forms must be postmarked by _____, **2015** and mailed to:

Ohio Sale Price Settlement
c/o GCG
P.O. Box 10144
Dublin, Ohio 43017-3144

Exhibit E

IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

MARIAN PEREZ,

Plaintiff,

vs.

TWEEN BRANDS INC.,

Defendant.

CASE NO. 14CV001119

JUDGE RICHARD L. COLLINS JR.

SETTLEMENT ORDER AND FINAL JUDGMENT

This matter was heard on _____, 2015, before the Court, pursuant to the Agreed Entry and Order Preliminarily Approving Settlement, Approving Notice to Class Members, and Scheduling a Settlement Approval Hearing (the "Preliminary Approval Order") entered on _____, 2015 for the purpose of determining: (i) whether the settlement of the action, on the terms and conditions set forth in the Stipulation and Settlement Agreement between Plaintiffs and Defendant Tween Brands, Inc., should be approved as fair, reasonable and adequate; (ii) the amount of attorneys' fees and expenses to award counsel for Plaintiffs; and (iii) whether a Settlement Order and Final Judgment should be entered. Words in this Order shall have the same meaning as defined terms in the Agreement.

Having considered the record in this action, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Court hereby certifies this Action, for settlement purposes only, as a class action. In so doing, the Court finds, for settlement purposes only, that the Action meets all the requirements of Rule 23 of the Ohio Rules of Civil Procedure and due process and can therefore be certified as a class action, because: (1) the Settlement Class defined below is identifiable and is

not ambiguous; (2) Plaintiff is a member of the Settlement Class; (3) the Settlement Class is so numerous that joinder of all members is impracticable; (4) there are questions of law or fact that are common to the Settlement Class and predominate over any individual questions; (5) the claims of Plaintiff are typical of the claims of the Settlement Class; (6) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (7) the requirements of Rule 23(B)(3) are met.

2. Pursuant to Rule 23(E) of the Ohio Rules of Civil Procedure, this class action cannot be compromised without the approval of this Court, finding that class members have been afforded reasonable notice of the proposed settlement and an opportunity to be heard, and that the settlement is fair, adequate, and reasonable. *In re Kroger Co. Shareholders Litigation* (1990), 70 Ohio App. 3d 52. Having conducted the required analysis, and after consideration of all facts and circumstances, including those adduced at the hearing, the Court finds and concludes for purposes of settlement only that the requirements of Rule 23 have been satisfied, that the settlement is fair, adequate and reasonable, and that class members received reasonable notice of such settlement, of their right to exclude themselves from the Settlement Class, and an opportunity to be heard.

3. Pursuant to Rule 23(B)(3) of the Ohio Rules of Civil Procedure, the definition of the class set forth in the Court's Order of _____, 2015, preliminary certifying the class action, is hereby confirmed. For settlement purposes only, the class (the "Settlement Class") is 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.

4. The Court has personal jurisdiction over Plaintiff, all members of the Settlement Class, Tween Brands, Inc., and the Released Persons (as defined in the Agreement), and the Court has subject matter jurisdiction to approve the Agreement.

5. Plaintiff and Tween Brands have entered into the Agreement, which has been filed with the Court and is incorporated herein by reference. The Agreement provides for the settlement of this Action with Tween Brands by the Plaintiffs as a representative of and on behalf of the members of the Settlement Class, subject to final approval by the Court. The Agreement provides that, in exchange for the releases described in the Agreement and this Settlement Order and Final Judgment, Tween Brands will provide a total settlement consideration consisting, at the Class Member's option, of either a cash payment or a coupon for 40% off any total purchase at an Ohio Tween Brands retail location. Those who elect a cash payment may receive 20% of their total purchases, minus any returns, between July 1, 2012 and August 31, 2014, **if** they submit receipts substantiating the purchases claimed. If the Class Member does not have receipts, the Class Member may receive a payment of \$12. In addition, if the total amount claimed by Class Members is below \$3,000,000.00, Tween Brands will make a charitable donation equal to the difference between the total amount claimed by Class Members and \$3,000,000.00, divided divided 40% each to 1) Nationwide Children's Hospital and 2) The Boys and Girls Club of Cleveland, and 20% to University Hospitals Pediatric Plastic Surgery department for its "Save a Smile, Save a Child" activities

6. Based on the evidence presented at the hearing, the Court finds that notice has been given to Class Members pursuant to and in compliance with the Preliminary Approval Order and Agreement, and that the mailed notice and the notice methodology adopted pursuant to the Preliminary Approval Order and the Agreement was reasonable and the best notice

practicable; satisfied due process requirements; and provided Class Members with fair and adequate notice of the certification of the Settlement Class and of the Settlement Approval Hearing; provided adequate information concerning the hearing, the right to be excluded from the Settlement Class, the Settlement, and the right of counsel for Plaintiffs to apply for an award of attorneys' fees and expenses. Accordingly, the Mailed Notice, Published Notice, and Claim Form are finally approved as fair, reasonable and adequate. The Court finds and concludes that due and adequate notice of the pendency of this Action and of the Agreement has been provided to members of the Settlement Class, and the Court further finds and concludes that notice of the Settlement as described in the Preliminary Approval Order and completed by the Parties complied fully with the requirements of Ohio Rule of Civil Procedure 23 and the requirements of due process under the Ohio and United States Constitutions

7. The Court finds that the Agreement was entered into in good faith between Plaintiff and Tween Brands, and is the result of good faith arm's length negotiations by the Parties thereto. In addition, the Court finds that Final Approval of the Agreement will result in substantial savings in time and resources of the Court and the Parties and will further the interests of justice, and is in the best interest of the Settlement Class, especially in light of the benefits to the Settlement Class and the costs and risks associated with the complex proceedings necessary to achieve a favorable result in this Action. Further, the Court finds that the Agreement is fair, reasonable and adequate to members of the Settlement Class based on proceedings in this Action, discovery, due diligence, and the absence of material objections sufficient to deny approval.

8. Therefore, the terms of the Settlement, as set forth in the Agreement, are hereby determined to be fair, reasonable and adequate. Accordingly, the Agreement, including each of

its respective terms and conditions, is hereby finally approved by and incorporated as part of this Settlement Order and Final Judgment.

9. The Court hereby enters final judgment approving the Settlement, as set forth in the Agreement. In accordance with the Agreement and this Settlement Order and Final Judgment, the Court hereby enters judgment fully and finally terminating all claims of Plaintiff and the Settlement Class against Tween Brands, on the merits, with prejudice, and without leave to amend.

10. The Court further finds that all Class Members who have not timely and properly excluded themselves, regardless of whether such Class Members have claimed or obtained benefits under the Agreement, shall, by operation of this Settlement Order and Final Judgment, release, dismiss with prejudice, and forever discharge Defendant Tween Brands, Inc., and its parents, subsidiaries, divisions, joint ventures, and related and affiliated entities, and all of their respective predecessors, successors, assigns, attorneys, accountants, representatives, and past and present officers, directors, employees, agents, and independent contractors (collectively, "Released Parties"), from any and all claims, lawsuits, rights, counts, causes of action, damages, judgments, executions, attachments, debts, demands, liabilities, and obligations of every kind and nature, known and unknown, that they ever had, now have, or hereafter assert, in law or equity, class or individual, suspected or unsuspected, concealed or unconcealed, tangible or intangible, whether sounding in contract, tort, fraud, constructive fraud, fiduciary duty, unjust enrichment or any other theory, that were asserted or could have been asserted by Plaintiffs in this Action against Released Parties, for any injury or damages relating to or arising out of the facts and circumstances alleged in the Action, including but not limited to: (a) advertised or represented "sale," "regular," "actual," "discount" or other price or cost representation for any

products sold at Tween Brands retail store locations within the State of Ohio during the Class Period. (b) any and all claims to attorneys' fees and/or expenses in connection with the prosecution of this Action, except as provided for in this Order.

11. Those Class Members who timely and properly requested exclusion from the Settlement Class are identified in Exhibit ___ to the Affidavit of the Settlement Administrator, filed with the Court. The Court approves this list of Class Members who have excluded themselves from the Settlement Class, and those individuals are excluded from the Settlement Class. All other members of the Settlement Class are, together with their heirs, estates, trustees, executors, administrators, principals, agents, beneficiaries, assigns, successors, and legal representatives bound by this Settlement Order and Final Judgment and all proceedings embodied by the Settlement, including the releases provided for in this Settlement Order and Final Judgment.

12. All Class Members who have not timely and properly excluded themselves from the Settlement Class are permanently enjoined, in either an individual or representative capacity, from: (a) 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), based on, related to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims; (b) organizing members of the Settlement Class who have not been excluded from the Settlement Class into a separate class for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations), based on, related to, or

arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims; (c) attempting to effect an opt-out class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or Released Claims; and (d) receiving any benefits or other relief from, any other lawsuit, arbitration or administrative, regulatory or other proceeding or order in any jurisdiction, based on, relating to, or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in the Action and/or the Released Claims.

13. The Court finds that Plaintiff and counsel for Plaintiff and the Settlement Class, Patrick J. Perotti and Nicole Fiorelli of Dworken & Bernstein Co., LPA, have fairly and adequately represented the interests of the Settlement Class.

14. The sum of \$3,000,000.00 is hereby awarded as the entire attorneys' fees and reimbursement to Class Counsel for costs and expenditures in this Action, including all fees for legal services, all costs, all disbursements, all out-of-pocket expenses and all other expenditures. This sum shall be paid by Tween Brands to Class Counsel representing Plaintiff and the Settlement Class pursuant to the terms and conditions and at the time set forth in the Agreement. Tween Brands shall not be responsible for and shall have no liability whatsoever with respect to the allocation among Class Counsel and/or any other person who may assert a claim thereto, of attorneys' fees and expenses awarded by the Court.

15. The sum of \$5,000.00 is hereby awarded as a service award to the named Plaintiff, in recognition of her time and effort spent as the class representative.

15. The Parties are directed to consummate the Agreement in accordance with its terms. Tween Brands shall pay the costs of administration of the Settlement, in accordance with

the terms and conditions set forth in the Agreement.

16. Disbursements to eligible Class Members who timely file proper Claim Forms, and if applicable to the following charities identified by Plaintiffs and approved by the Court, shall be made by the Settlement Administrator or Tween Brands in the manner, within the time periods, and under the terms and conditions provided in the Agreement. Tween Brands shall provide funds as necessary to the Settlement Administrator to make disbursements to eligible Class Members and charities, as provided in the Agreement.

17. The Settlement Administrator shall discharge all aspects of notice, payment, and other settlement administration in accordance with the Agreement.

18. Neither this Settlement Order and Final Judgment, the Agreement, the fact of settlement, the settlement proceedings, settlement negotiations, nor any related document, shall be used as an admission of any act or omission by Tween Brands or any other Released Party, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Tween Brands or any other Released Party, in any action or proceeding in any court, administrative panel or proceeding, or other tribunal, other than such proceedings as may be necessary to consummate or enforce the Agreement.

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

20. Without affecting the finality of this Order, the Court retains jurisdiction over this Settlement to the extent necessary to implement, enforce, and administer the Agreement and this Settlement Order and Final Judgment. Upon written report of the Settlement Administrator that

all distributions have been made from the Settlement Fund pursuant to the Agreement, the Court will dismiss this Action with prejudice and without costs or attorneys' fees (except such costs and fees as are awarded herein) as to all claims that were asserted or could have been asserted by Plaintiff and/or the Settlement Class. Notwithstanding the foregoing, this Order constitutes a final and complete adjudication of the claims of the Settlement Class and other matters presented herein, and the Court expressly determines that there is no just reason for delay, pursuant to Rule 54(B).

Dated: _____, 2015

Richard Collins, JUDGE

Exhibit F

IN THE COURT OF COMMON PLEAS
LAKE COUNTY, OHIO

MARIAN PEREZ,

Plaintiff,

vs.

TWEEN BRANDS INC.,

Defendant.

CASE NO. 14CV001119

JUDGE RICHARD L. COLLINS JR.

JUDGMENT OF DISMISSAL

Defendant Tween Brands, Inc. having settled with the Class and the Court having entered its Order Granting Final Approval to Class Action Settlement and Directing Entry of Judgment of Dismissal,

IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED that:

1. All claims of Plaintiff and all Class Members against Defendant are dismissed with prejudice.
2. Notwithstanding the dismissal of claims in the preceding paragraph, the Court shall retain jurisdiction over the construction, interpretation, implementation, and enforcement of the Agreement and supervise and adjudicate any disputes arising from or in connection with distribution of the settlement payments.
3. Plaintiff and all Class Members are bound by the release of claims set forth in the Agreement and are hereby permanently enjoined and restrained from filing or prosecuting any Released Claims against Defendant.

Dated: _____, 2015

Richard Collins, JUDGE

Exhibit G

enjoy 40% off
a purchase at Justice
valid XX XX, XXXX thru XX XX, XXXX

Voucher redeemable [date] through [date] for 40% off your purchase only at Justice and Brothers store locations in Ohio. This one-time use Voucher is issued by Tween Brands, is transferrable, and is required for discount. Voucher cannot be combined with J-Bucks, Fun Cards, entire store events, Super Saver Cards, associate discount, or any other offer. Redeemable for merchandise only. Not valid on gift cards, gift wrap, or on previously purchased merchandise. Not redeemable for cash or cash equivalent. Original voucher must be surrendered at time of purchase. Discounts given at the time of purchase will be deducted from returned merchandise. In the event of a return or exchange, discount will be forfeited and may not be re-used. Not valid on products that Tween Brands is prohibited from discounting by contract or law. Vouchers will not be replaced if lost, stolen, expired or damaged.

Justice



enjoy 40% off
a purchase at Justice
valid XX XX, XXXX thru XX XX, XXXX

Voucher redeemable [date] through [date] for 40% off your purchase only at Justice and Brothers store locations in Ohio. This one-time use Voucher is issued by Tween Brands, is transferrable, and is required for discount. Voucher cannot be combined with J-Bucks, Fun Cards, entire store events, Super Saver Cards, associate discount, or any other offer. Redeemable for merchandise only. Not valid on gift cards, gift wrap, or on previously purchased merchandise. Not redeemable for cash or cash equivalent. Original voucher must be surrendered at time of purchase. Discounts given at the time of purchase will be deducted from returned merchandise. In the event of a return or exchange, discount will be forfeited and may not be re-used. Not valid on products that Tween Brands is prohibited from discounting by contract or law. Vouchers will not be replaced if lost, stolen, expired or damaged.

Justice



enjoy 40% off
a purchase at Justice
valid XX XX, XXXX thru XX XX, XXXX

Voucher redeemable [date] through [date] for 40% off your purchase only at Justice and Brothers store locations in Ohio. This one-time use Voucher is issued by Tween Brands, is transferrable, and is required for discount. Voucher cannot be combined with J-Bucks, Fun Cards, entire store events, Super Saver Cards, associate discount, or any other offer. Redeemable for merchandise only. Not valid on gift cards, gift wrap, or on previously purchased merchandise. Not redeemable for cash or cash equivalent. Original voucher must be surrendered at time of purchase. Discounts given at the time of purchase will be deducted from returned merchandise. In the event of a return or exchange, discount will be forfeited and may not be re-used. Not valid on products that Tween Brands is prohibited from discounting by contract or law. Vouchers will not be replaced if lost, stolen, expired or damaged.

Justice



the singular of any defined term includes the plural thereof as the context may require.

13.12 In the event any date or deadline for actions set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

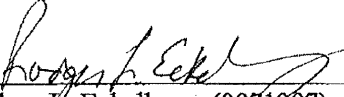
IN WITNESS HEREOF, the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the date it has been executed on behalf of both Plaintiff and Defendant.

Dated: 1-21-15, 2014

Dated: _____, 2014

ATTORNEYS FOR DEFENDANT:

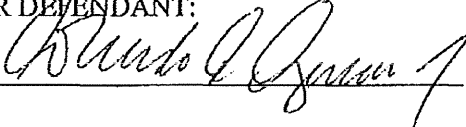
ATTORNEYS FOR PLAINTIFF:


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FOR DEFENDANT:

FOR PLAINTIFF:

By 
Rolando de Aguiar, CFO and
Name/Title EVP of Finance

Marian Perez individually and as class
representatives