

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

MELINDA MEHIGAN, et al. : **CIVIL ACTION**
:
:
vs. :
: **NO. 15-724**
ASCENA RETAIL GROUP, INC., et al. :

ORDER

AND NOW, this 16th day of February 2016, following a Telephone Conference with counsel and upon consideration of the parties' Joint Motion for Approval of the attached Amendment to the Class Action Settlement Agreement (ECF Doc. No. 93), and finding supplemental mail notice is appropriate particularly when the cost of such notice will not affect the net settlement fund available to pay claims and the Court reserves all right to review attorneys' fees, it is **ORDERED** the Joint Motion (ECF Doc. No. 93) is **GRANTED** with the attached approved Amendment and Plaintiffs shall serve this Order, with attached approved Amendment, by overnight mail upon all parties who have objected to date to the proposed settlement and file a Certificate of Service of this Order with attachment no later than **February 23, 2016**.



KEARNEY, J.

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|------------------------------------|-------------|----------------------------|
| Melinda Mehigan, et al., | : | |
| | Plaintiffs, | : |
| v. | : | |
| | : | CIV. NO. 2:15-cv-00724-MAK |
| Ascena Retail Group, Inc., et al., | : | |
| | : | |
| | Defendants. | : |

**AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT REGARDING
SUPPLEMENTAL NOTICE PROGRAM**

WHEREAS, on September 23, 2015, the Parties entered into a Class Action Settlement Agreement;

WHEREAS, on October 27, 2015, the Court preliminarily approved the Class Action Settlement Agreement;

WHEREAS, the Notice Program set forth in the Class Action Settlement Agreement, including direct notice by email or postcard and publication notice, was timely completed, pursuant to the Court's Order of November 20, 2015;

WHEREAS, McGladrey, LLP, the Court appointed Claims Administrator, has recommended a Supplemental Notice Program be provided to certain class members who were provided direct notice by email pursuant to the Class Action Settlement Agreement;

WHEREAS, Class Counsel and Justice have agreed to share the costs of the Supplemental Notice Program as set forth herein;

WHEREAS, the Claims Administrator has determined that approximately Six Million Two Hundred Seventy Nine Thousand Four Hundred and Sixty Four (6,279,464) class members would receive this recommended Supplemental Notice;

WHEREAS the Claims Administrator has estimated the cost of the Supplemental Notice to be approximately One Million Eight Hundred Fifty Seven Thousand Three Hundred Twenty Four Dollars and Two Cents (\$1,857,324.02).

WHEREAS, terms contained herein will be read in accordance with the Definitions contained in the Class Action Settlement Agreement;

NOW, THEREFORE, on February 15, 2016, the Settling Parties hereby agree to the following:

1) Paragraph 22. A. of the Class Action Settlement Agreement (Direct Notice), will be modified by adding the following SUPPLEMENTAL notice:

A Supplemental Postcard Notice, substantially similar to the postcard notice previously used, will be mailed to those Settlement Class Members: 1) who were provided direct notice by email pursuant to paragraph 22.A. of the Class Action Settlement Agreement; 2) whose email did not get returned; 3) who have not yet filed a claim; and 4) for whom Justice provided postal addresses pursuant to the Class Action Settlement Agreement (hereafter "Supplemental Notice Program").

2) The settling parties, agree that the cost of the Supplemental Notice Program will not exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00).

3) Class Counsel agree to reduce the amount of their maximum "not to exceed" Fee Award, currently Fifteen Million Dollars (\$15,000,000.00) (as set forth in Paragraph 42 of the Class Action Settlement Agreement), by 50% of the total cost of this Supplemental Notice Program (but the maximum "not to exceed" Fee Award shall never be reduced by more than One Million Dollars (\$1,000,000.00)). In other words, the maximum "not to exceed" Fee Award shall never be reduced lower than Fourteen Million Dollars (\$14,000,000.00). By way of example, should the cost of the Supplemental Notice Program be One Million Eight Hundred

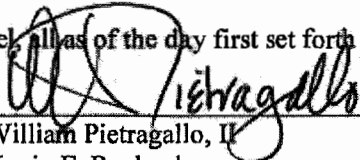
Fifty Seven Thousand Three Hundred Twenty Four Dollars and Two Cents (\$1,857,324.02), then Class Counsel will reduce their Fee Award “not to exceed” amount by 50% of the cost of the Supplemental Notice Program which would be Nine Hundred Twenty Eight Thousand Six Hundred Sixty Two Dollars (\$928,662.00). Under this example, therefore, Class Counsel would apply for a Fee Award not to exceed Fourteen Million Seventy One Thousand Three Hundred Thirty Eight Thousand Dollars (\$14,071,338.00).

4) This Agreement may be executed by facsimile or e-mail signatures in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same valid binding agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the Settling Parties has caused this Agreement to be executed on its behalf by its duly authorized counsel, all as of the day first set forth above.

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Counsel for Ascena Retail Group, Inc., and Tween Brands, Inc.
3103171v1

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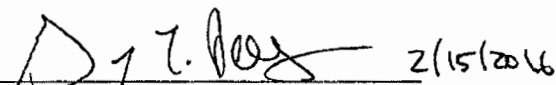
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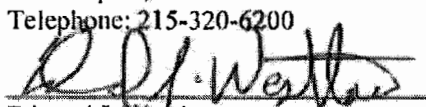
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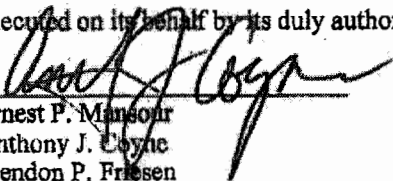
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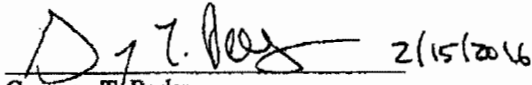


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