

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

**MONICA RAEL and ALYSSA HEDRICK, on behalf
of themselves and all others similarly situated,**

v.

**RTW RETAILWINDS, INC. f/k/a NEW YORK &
COMPANY, INC. and NEW YORK & COMPANY
STORES, INC.**

Case No. 37-2019-3850-CU-MC-CTL

IF YOU SHOPPED AT ANY CALIFORNIA NEW YORK & COMPANY RETAIL STORE BETWEEN
FEBRUARY 11, 2012 AND MAY 23, 2019, OR ANY CALIFORNIA NEW YORK & COMPANY OUTLET STORE
BETWEEN JUNE 9, 2013 AND MAY 23, 2019, YOU MAY BE ELIGIBLE TO RECEIVE ONE OR MORE
\$7.50 VOUCHERS USABLE AT NEW YORK & COMPANY STORES IN CALIFORNIA.

A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A settlement (“Settlement”) has been proposed in the class action lawsuit referenced above, pending in the Superior Court of California, County of San Diego (“Action”). If the Court gives final approval to the Settlement, New York & Company will provide, for each Class Member who either (i) receives direct notice via email or regular mail or (ii) properly and timely completes and submits a Claim Form, one (1) Voucher good for a purchase either in a New York & Company retail store or outlet store in California, for either (i) \$7.50 off a purchase (no minimum purchase) or (ii) 25% off a purchase up to \$100 (\$25 maximum discount), subject to the additional conditions explained later in this Notice.

Your legal rights are affected whether you act or don’t act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	Unless you received direct notice of this Settlement via email or regular mail, you must submit a Claim Form to receive a Voucher. Visit the Settlement website located at www.RaelSettlement.com to obtain a Claim Form.	Deadline: September 9, 2019
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Voucher under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against New York & Company regarding the allegations in the Action ever again.	Deadline: September 9, 2019
OBJECT	You may write to the Court about why you object to the Settlement and think it shouldn’t be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: September 9, 2019
GO TO THE “FAIRNESS HEARING”	The Court will hold a “Fairness Hearing” to consider the Settlement, the request for attorneys’ fees and costs of the lawyers who brought the Action, and the Representative Plaintiffs’ request for service awards for bringing the Action. You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a “Notice of Intention to Appear” indicating your intent to do so.	Hearing Date and Time: September 27, 2019, 9:00 a.m. (Pacific)
DO NOTHING	If you received direct notice of this Settlement via email or regular mail, and you do not object to or request to exclude yourself from the Settlement, you will automatically receive a Voucher via email or U.S. mail no later than sixty (60) days after the Final Settlement Date.	N/A

- These rights and options—and the deadlines to exercise them—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement.
Please be patient.

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I. BACKGROUND INFORMATION

1. *Why did I get a notice?*

If you received a Notice, it is because a Settlement has been reached in this Action. According to New York & Company's available records you may be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 20 below.

2. *What is this lawsuit about?*

Plaintiffs Monica Rael and Alyssa Hedrick (the "Representative Plaintiffs") filed a lawsuit against New York & Company on behalf of themselves and all others similarly situated. The lawsuit alleges that New York & Company deceived consumers through its advertising of pricing discounts in its retail and outlet stores.

New York & Company denies each and every one of the allegations of deceptive or unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. New York & Company further denies that any Class Member is entitled to any relief and, other than for settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Representative Plaintiffs' claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 20 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called "Representative Plaintiff(s)" (in this Action, Monica Rael and Alyssa Hedrick) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The companies sued in this case, RTW Retailwinds, Inc. f/k/a New York & Company, Inc. and New York & Company Stores, Inc., are called the Defendants.

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against New York & Company. New York & Company denies that it has done anything wrong or unlawful and admits no liability. The Court has **not** decided which side is right. Both sides agreed to settle the case to avoid the time and expense of litigation.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits this description is a Class Member for purposes of the proposed Settlement: All New York & Company customers who from February 11, 2012 to May 23, 2019 purchased at any New York & Company retail store located in the State of California, or from June 9, 2013 to May 23, 2019 purchased at any New York & Company outlet store located in the State of California, one or more New York & Company-branded items at a purported discount from an "Our Price" or any other reference price. Excluded from the Class are New York & Company's Counsel, New York & Company's officers, directors and employees, and the judge presiding over the Action.

6. *I'm still not sure if I am included.*

If you are still not sure whether you are included, you can write the Claims Administrator for free help. The email address of the Claims Administrator is info@raelsettlement.com and the U.S. postal (mailing) address is *Rael v. New York & Company Settlement*, c/o KCC Class Action Services, P.O. Box 404145, Louisville, KY 40233-4145.

II. THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

New York & Company has agreed to provide (i) Class Members who received direct notice of this Settlement via email or regular mail and who do not timely request exclusion from or object to the Settlement and (ii) Class Members who timely and validly complete a Claim Form, a Voucher good for purchase either in a New York & Company retail or outlet store in California. The Voucher can either be redeemed for either (i) \$7.50 off a purchase (no minimum purchase) or (ii) 25% off a purchase up to \$100 (\$25 maximum discount). Class Members may elect which benefit they wish to receive at the time of purchase.

Vouchers will not be stackable with each other and may not be combined with any other coupon or offer. Each Voucher must be used in a single purchase, and any portion of the Voucher not used in that purchase will be forfeited. The Vouchers may be used on items that are on sale. The Vouchers shall not be redeemable for cash, and will not be replaced if lost, stolen or damaged. The Vouchers will be transferable and will expire in six months.

III. HOW TO REQUEST A VOUCHER – SUBMITTING A CLAIM FORM

8. *How can I get a Voucher or Vouchers?*

If you received direct notice of the Settlement by email or regular mail, and you do not exclude yourself from the settlement, you may use the Voucher code on the Notice, good for purchase either in a New York & Company retail or outlet store for either (i) \$7.50 off a purchase (no minimum purchase) or (ii) 25% off a purchase up to \$100 (\$25 maximum discount).

To qualify for a Voucher if you did not receive direct notice by email or regular mail, you must send in a Claim Form, and, if you are seeking to claim up to two (2) Vouchers, provide proof of Qualifying Purchase demonstrating purchases totaling \$50.00 or more. Acceptable proof of Qualifying Purchases include [i] receipt(s) clearly showing the date of purchase(s) and the total of the purchase(s), or [ii] transaction date from a credit or debit card statement clearly showing the date of purchase(s) and the total of the purchase(s). Copies of such documents must be attached to the Claim Form whether submitted electronically or by postal mail.

A Claim Form is available on the Internet at the website www.RaelSettlement.com. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by September 9, 2019 or submit it online on or before 11:59 p.m. (Pacific) on September 9, 2019.

9. *When will I get my Voucher or Vouchers?*

As described in Sections 17 and 18, the Court will hold a hearing on September 27, 2019 at 9:00 a.m. (Pacific), to decide whether to approve the Settlement.

If you receive a notice of the settlement to your email or mailing address, that notice is also a Voucher, which you may use any time assuming you do not exclude yourself from the settlement. If you did not receive such a notice, and you submit a claim for a Voucher, or if you submit proof of \$50 in qualifying purchases to receive a second Voucher, those Vouchers will be delivered after the settlement received final approval from the Court.

If the Court approves the Settlement, after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. You can check on the progress of the case on the website dedicated to the Settlement at www.RaelSettlement.com. *Please be patient.*

IV. THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

10. *Do I have a lawyer in this case?*

The Court has ordered that the law firm of Carlson Lynch Sweet Kilpela & Carpenter, LLP (“Class Counsel”) will represent the interests of all Class Members. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. *How will the lawyers be paid?*

New York & Company has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$600,000, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs. Please see paragraphs 2.4 and 2.5 of the Settlement Agreement, available at www.RaelSettlement.com, for additional details.

12. *Will the Representative Plaintiffs receive any compensation for their efforts in bringing this Action?*

The Representative Plaintiffs will request a service award of up to \$4,000 each for their service as Class Representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Class Representatives.

V. DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

13. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, unless you exclude yourself from the Settlement, you will be releasing your claims against New York & Company. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against New York & Company regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website www.RaelSettlement.com contains the full terms of the release.

VI. HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

You may exclude yourself from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard stating: (a) the name and case number of the Action; (b) your full name, address, and telephone number; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than September 9, 2019 to the Claims Administrator at:

Rael v. New York & Company Settlement
c/o KCC Class Action Services
P.O. Box 404145
Louisville, KY 40233-4145

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Voucher under the Settlement, you will not be bound by the judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against New York & Company based on the conduct complained of in the Action.

VII. HOW TO OBJECT TO THE SETTLEMENT

15. How do I tell the Court that I disagree with the Settlement?

At the date, time, and location stated in Section 18 below, the Court will hold a Fairness Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and costs, and service awards to the Representative Plaintiffs.

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, you must file with the Court a written objection and submit copies to the Claims Administrator, Class Counsel, and New York & Company's Counsel at the addresses set forth below no later than (*i.e.*, postmarked by) September 9, 2019.

Rael v. New York & Company Settlement
c/o KCC Class Action Services
P.O. Box 404145
Louisville, KY 40233-4145

Class Counsel:

Todd D. Carpenter, Esq.
CARLSON LYNCH SWEET KILPELA
& CARPENTER, LLP
1350 Columbia Street
Suite 603
San Diego, California 92101

New York & Company's Counsel:

Stephanie Sheridan, Esq.
STEPTOE & JOHNSON LLP
Steuart Tower
1 Market St. #1800
San Francisco, CA 94105

Any written objections must contain: (1) the name and case number of the Action; (2) the Class Member's full name, address, and telephone number; (3) the words "Notice of Objection" or "Formal Objection"; (4) in clear and concise terms, the legal and factual arguments supporting the objection; (5) facts supporting the person's status as a Class Member (e.g., the date and location of his/her relevant purchases and description of the item(s) purchased); (6) the Class Member's signature and the date; and (7) the following language immediately above the Class Member's signature and date: "I declare under penalty of perjury under the laws of the State of California that the foregoing statements regarding class membership are true and correct to the best of my knowledge." You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorney's fees and costs.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.

If you submit a written objection, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement, or to the award of attorneys' fees. You are not required, however, to appear. If you, or your attorney, intend to make an appearance at the Fairness Hearing, you must include on your timely and valid objection a statement substantially similar to "Notice of Intention to Appear."

If you intend to appear at the Fairness Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Fairness Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court allow you to call witnesses at the Fairness Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

16. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

VIII. FAIRNESS HEARING

17. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to the Representative Plaintiffs. You may attend, but you do not have to.

18. When and where is the Fairness Hearing?

On September 27, 2019 at 9:00 a.m. (Pacific), a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable Joel R. Wohlfeil of the Superior Court for the State of California, County of San Diego, located at the Hall of Justice, 330 West Broadway, San Diego, CA 92101. The hearing may be postponed to a different date or time or location without notice. Please check www.RaelSettlement.com for any updates about the Settlement generally or the Fairness Hearing specifically. If the date or time of the Fairness Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

19. May I speak at the hearing?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. As described above in Section 15, you may speak at the Fairness Hearing only if (a) you have timely submitted an objection, and (b) you have timely and validly provided a Notice of Intent to Appear.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

IX. ADDITIONAL INFORMATION

20. How do I get more information?

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: www.RaelSettlement.com. Alternatively, you may contact the Claims Administrator at the toll free number 1-866-537-7251, email address info@raelsettlement.com or the U.S. postal (mailing) address: *Rael v. New York & Company Settlement*, c/o KCC Class Action Services, P.O. Box 404145, Louisville, KY 40233-4145.

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you should visit <https://roa.sdccourt.ca.gov/roa/> or the Clerk's office at 330 West Broadway, San Diego, CA 92101. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

21. What if my address or other information has changed or changes after I submit a Claim Form?

It is your responsibility to inform the Claims Administrator of your updated information. You may do so by either emailing info@raelsettlement.com or mailing a letter to the address below:

Rael v. New York & Company Settlement
c/o KCC Class Action Services
P.O. Box 404145
Louisville, KY 40233-4145

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE.

Dated: June 24, 2019

By: Order of Superior Court of California

HONORABLE JOEL R. WOHLFEIL
SUPERIOR COURT JUDGE