

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

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

Case No. 16CV0370-GPC-JMA

v.

THE CHILDREN’S PLACE, INC.

IF YOU SHOPPED AT ANY U.S. THE CHILDREN’S PLACE STORE OR ONLINE AT CHILDRENSPLACE.COM BETWEEN FEBRUARY 11, 2012 AND JANUARY 28, 2020, YOU MAY BE ELIGIBLE TO RECEIVE VOUCHERS OF VARIOUS VALUES, E.G., \$6, \$12, OR \$18, USABLE AT THE CHILDREN’S PLACE ON FUTURE PURCHASES.

A federal 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 United States District Court for the Southern District of California (“Action”). If the Court gives final approval to the Settlement, The Children’s Place, Inc. (“TCP”) will provide, for each Class Member who properly and timely completes and submits a Claim Form, one or more Vouchers good for a purchase either in a The Children’s Place store in the United States or online at www.childrensplace.com, for (i) \$6 off a purchase (no minimum purchase) or (ii) 25% off a purchase (of the first \$100), 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	This is the only way to get a Voucher under the Settlement. Visit the Settlement website located at www.raeltcppricingsettlement.com to obtain a Claim Form.	Deadline: May 30, 2020
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 TCP regarding the allegations in the Action ever again.	Deadline: May 30, 2020
OBJECT	You may write to the Court about why you object to (i.e., don’t like) the Settlement and think it shouldn’t be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: May 30, 2020
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: July 31, 2020 at 1:30 p.m.
DO NOTHING	You will not receive a Voucher under the Settlement. You will also give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the legal claims in this case.	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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BACKGROUND INFORMATION

1. What is the purpose of this Notice?

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 TCP on behalf of themselves and all others similarly situated. The lawsuit alleges that TCP engaged in deceptive advertising by advertising purportedly improper discounts on merchandise.

TCP denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. TCP 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 company sued in this case, TCP, is called the “Defendant.”

4. *Why is there a Settlement?*

The Representative Plaintiffs have made claims against TCP. TCP denies that it has done anything wrong or illegal and admits no liability. The Court has not decided that the Representative Plaintiffs or TCP should win this Action. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

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 individuals in the United States who, within the Class Period, made a Qualifying Purchase. The term “Qualifying Purchase” means a purchase of any product bearing a discount from TCP. The term “Class Period” means February 11, 2012 through January 28, 2020. Excluded from the Class are Defendant’s Counsel, Defendant’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@raeltcppricingsettlement.com and the U.S. postal (mailing) address is Rael TCP Pricing Claims Administrator, P.O. Box 43212, Providence, RI 02940-3212.

THE PROPOSED SETTLEMENT

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

TCP has agreed to provide to Class Members who complete a Claim Form a Voucher or Vouchers good for a purchase either in a The Children’s Place store in the United States or online at www.childrensplace.com for (i) \$6 off a purchase (no minimum purchase) or (ii) 25% off a purchase (of the first \$100), subject to the following qualifications. Class Members may elect the form of Voucher they wish to receive on the Claim Form.

TCP will issue 800,000 Vouchers. Vouchers will be valid for 6 months. The \$6 Vouchers will be stackable with each other but may not be combined with any other coupon or offer. The 25% off Vouchers will not be stackable, and may not be combined with any other coupon or offer. 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.

For each Class Member who submits a timely, complete, valid and sufficient Claim Form (an “Authorized Claimant”) through the process described below, TCP shall issue:

- Tier 1 Authorized Claimants: one (1) Voucher. A Tier 1 Authorized Claimant is one who does not submit proof of Qualifying Purchase(s) or if the Qualifying Purchase(s) during the Class Period are less than \$50.
- Tier 2 Authorized Claimants: two (2) Vouchers. A Tier 2 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling \$50.01–\$150 and submits either proof of such purchase(s) or provides a Class Member Number, which is included in the email notice that you may have received.
- Tier 3 Authorized Claimants: three (3) Vouchers. A Tier 3 Authorized Claimant is one who has Qualifying Purchase(s) during the Class Period totaling more than \$150 and submits proof of such purchase(s).

If the Voucher Fund would not be exhausted in a single round of distribution, then additional subsequent rounds of Voucher distribution will occur:

- In each subsequent round of distribution, the number of Vouchers each Authorized Claimant receives shall be determined by his or her Tier as described above.
- If the number of Vouchers remaining in the Voucher Fund after a prior round of distribution is greater than the total number of Vouchers timely and validly claimed, then for the next round of distribution, Authorized Claimants will receive additional Vouchers in the type and number they elected on their Claim Form.
- However, if the number of Vouchers remaining in the Voucher Fund after a prior round of distribution is less than the total number of Vouchers timely and validly claimed, then for the next and final round of distribution, no 25% off Vouchers will be distributed. Instead, all Authorized Claimants will receive a pro rata portion of the remaining Voucher value. For instance, if there are 10 Vouchers remaining after the last round of distribution and a total of 8 Tier 2 Authorized Claimants (4 that selected the 25% off Voucher and 4 that selected the \$6 Voucher), then for the final round of distribution the 8 Authorized Claimants will each receive two additional \$3.75 Vouchers.
- The periods of expiry for each “round” of Voucher distribution shall be successive (i.e., if the Vouchers to be distributed in the first “round” are valid between January 1, 2018 and June 30, 2018, those that are part of the second “round” would be valid from July 1, 2018 until December 31, 2018).

In the event the Voucher Fund would be exhausted by the first round of distribution, then:

- All Vouchers distributed will only be redeemable for a dollar amount off a purchase; no 25% Vouchers will be distributed.
- The value of the Vouchers will be calculated on a pro rata basis. For instance, for exemplar purposes only, if there are 850,000 Tier 1 Authorized Claimants, the Voucher value will be \$5.65 and the 850,000 Authorized Claimants would each receive one \$5.65 Voucher.
- The number of Vouchers each Authorized Claimant receives shall be determined by his or her Tier.

HOW TO REQUEST A VOUCHER – SUBMITTING A CLAIM FORM

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

To qualify for a Voucher, you must send in a Claim Form, and, depending upon the Tier sought, potentially proof of Qualifying Purchase(s) as explained in Section 7 above. A Claim Form is available by clicking [HERE](#) or on the Internet at the website www.raeltcpricingsettlement.com or by calling toll-free 1-844-799-1633. The Claim Form may be submitted electronically or by postal mail. Read the instructions carefully, fill out the form, and postmark it by May 30, 2020, or submit it online on or before 11:59 p.m. (Pacific) on May 30, 2020.

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

As described in Sections 17 and 18, the Court will hold a hearing on July 31, 2020 at 1:30 p.m. to decide whether to approve the Settlement. 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.raeltcpricingsettlement.com. *Please be patient.*

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 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?*

TCP has agreed to pay Class Counsel’s attorneys’ fees and costs up to \$1,080,000, subject to approval by the Court. You will not be required to pay any attorneys’ fees or costs. Please see paragraphs 2.7 and 2.8 of the Settlement Agreement, available [HERE](#), 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 \$2,500 each for their services 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.

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 TCP. 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 TCP regarding the claims in the Action. The Settlement Agreement, available on the Internet at the website www.raeltcpricingsettlement.com contains the full terms of the release.

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 May 30, 2020, to the Claims Administrator at:

Rael TCP Pricing Claims Administrator
P.O. Box 43212
Providence, RI 02940-3212

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Voucher or Vouchers 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 TCP based on the conduct complained of in the Action.

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 submit a written objection to the Claims Administrator at the address set forth below no later than (i.e., postmarked by) May 30, 2020.

Rael TCP Pricing Claims Administrator
P.O. Box 43212
Providence, RI 02940-3212

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., either any unique identifier included by the Claims Administrator in his/her Email Notice, or the date and location of his/her relevant purchases); (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 United States of America 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, e-mail address, and the state bar(s) to which counsel is admitted. Also, if you intend to request the Court to 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.

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 July 31, 2020, at 1:30 p.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 Gonzalo P. Curiel in Courtroom 2D (2nd Floor) of the U.S. District Court for the Southern District of California, located at 221 West Broadway, Suite 2190, San Diego, CA 92101. The hearing may be postponed to a different date, time or location without notice. Please check www.raeltcpricingsettlement.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.

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.raeltcpricingsettlement.com. Alternatively, you may contact the Claims Administrator at the email address info@raeltcpricingsettlement.com or the U.S. postal (mailing) address: *Rael TCP Pricing* Claims Administrator, P.O. Box 43212, Providence, RI 02940-3212 or by calling toll-free 1-844-799-1633.

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 www.pacer.gov or the Clerk's office at 333 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 at the address below:

Rael TCP Pricing Claims Administrator
P.O. Box 43212
Providence, RI 02940-3212

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

Dated: January 28, 2020

By: Order of the Southern District of California
HONORABLE GONZALO P. CURIEL
UNITED STATES DISTRICT COURT JUDGE