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*P. LEGLER*  
By: *J. BELDEN*, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

MARIKA DALESANDRO, Individually and  
on Behalf of All Others Similarly Situated,  
  
Plaintiff,  
  
vs.  
  
CHARLOTTE RUSSE HOLDING, INC., et  
al.,  
  
Defendants.

) Case No. 37-2009-00097524-CU-BT-CTL  
)  
) CLASS ACTION  
) ~~PROPOSED~~ ORDER PRELIMINARILY  
) APPROVING SETTLEMENT AND  
) PROVIDING FOR NOTICE

1           WHEREAS, a class action is pending before the Court captioned *Dalesandro v. Charlotte Russe*  
2  *Holding, Inc., et al.*, Case No. 37-2009-00097524-CU-BT-CTL;

3           WHEREAS, the parties having made application for an order approving the settlement of this  
4 Action, in accordance with a Stipulation of Settlement dated as of May 3, 2010 (the "Stipulation"),  
5 which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed  
6 settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions  
7 set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed  
8 thereto; and

9           WHEREAS, all defined terms contained herein shall have the same meanings as set forth in the  
10 Stipulation.

11           NOW, THEREFORE, IT IS HEREBY ORDERED:

12           1. Pursuant to §382 of the California Code of Civil Procedure, the Court certifies, for  
13 purposes of effectuating this settlement only, a Settlement Class of all Persons who owned Charlotte  
14 Russe Holding, Inc. ("Charlotte") common stock from August 24, 2009, through and including October  
15 14, 2009, the date of the closing of the Acquisition, including any and all of their respective successors-  
16 in-interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or  
17 transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming  
18 under, any of them, and each of them. Excluded from the Settlement Class are Defendants, members of  
19 the immediate family of any Individual Defendant, any entity in which a Defendant has or had a  
20 controlling interest, officers of Charlotte and the legal representatives, heirs, successors or assigns of  
21 any such excluded Person. Also excluded from the Settlement Class are those Persons who timely and  
22 validly request exclusion from the Settlement Class.

23           2. With respect to the Settlement Class, this Court finds and concludes, for purposes of this  
24 settlement only, that: (a) the Members of the Settlement Class are so numerous that joinder of all  
25 Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact  
26 common to the Settlement Class which predominate over any individual questions; (c) the claims of the  
27 Plaintiff are typical of the claims of the Settlement Class; (d) the Plaintiff and her counsel have fairly  
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1 and adequately represented and protected the interests of all of the Settlement Class Members; and (e) a  
2 class action is superior to other methods for the fair and efficient adjudication of the matter.

3 3. The Court does hereby preliminarily approve the Stipulation and the settlement set forth  
4 therein, subject to further consideration at the Settlement Hearing described below.

5 4. A hearing (the "Settlement Hearing") shall be held before this Court on November 12,  
6 2010, at 8:30 a.m., at the Superior Court of the State of California, County of San Diego, Hall of  
7 Justice, 330 West Broadway, San Diego, CA 92101, to determine whether the proposed settlement of  
8 the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate  
9 to the Settlement Class and should be approved by the Court; and whether a Judgment as provided in  
10 ¶1.8 of the Stipulation should be entered herein. The Court may continue or adjourn the Settlement  
11 Hearing without further notice to Members of the Settlement Class.

12 5. The Court approves, as to form and content, the Notice of Settlement of Class Action  
13 (the "Notice") annexed as Exhibit A-1 hereto, and finds that the mailing and distribution of the Notice  
14 substantially in the manner and form set forth in ¶¶7 and 9 of this Order meet the requirements of §382  
15 of the California Code of Civil Procedure, California Rules of Court, Rule 3.766, and due process, and  
16 is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all  
17 Persons entitled thereto.

18 6. Gilardi & Co. LLC is appointed to act as Notice Administrator to supervise and  
19 administer the notice procedure subject to such supervision and direction of Plaintiff's Counsel or the  
20 Court as may be necessary or the circumstances require as more fully set forth below. Charlotte or its  
21 successor shall pay all reasonable costs and expenses in providing notice to the Settlement Class.

22 7. Not later than August 20, 2010 (the "Notice Date"), the Notice Administrator shall cause  
23 a copy of the Notice, substantially in the form annexed hereto as Exhibit A-1, to be mailed by first class  
24 mail to all Settlement Class Members who can be identified with reasonable effort, and shall post the  
25 Stipulation and its exhibits on its website at [www.gilardi.com](http://www.gilardi.com).

26 8. At least seven (7) calendar days prior to the Settlement Hearing, Plaintiff's Counsel shall  
27 file with the Court proof, by affidavit or declaration, of such mailing.

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1           9.       Nominees who held Charlotte common stock at any time during the period from August  
2 24, 2009, through and including October 14, 2009, the date of the consummation of the Acquisition for  
3 the beneficial ownership of another shall mail the Notice to all such beneficial owners of such common  
4 stock within ten (10) days after receipt thereof or send a list of the names and addresses of such  
5 beneficial owners to the Notice Administrator with ten (10) days of receipt, in which event the Notice  
6 Administrator shall promptly mail the Notice to such beneficial owners.

7           10.       All Members of the Settlement Class shall be bound by all determinations and judgments  
8 in the Action concerning the settlement, whether favorable or unfavorable to the Settlement Class.

9           11.       Any potential Member of the Settlement Class may request to be excluded from the  
10 Settlement Class. Such request for exclusion must be postmarked on or before October 1, 2010, and  
11 otherwise comply with the requirements set forth in the Notice.

12          12.       Any Settlement Class Member may enter an appearance in the Action, at their own  
13 expense, individually or through counsel of their own choice. If they do not enter an appearance, they  
14 will be represented by Lead Counsel.

15          13.       Unless and until the settlement is canceled and/or terminated pursuant to ¶6.2 of the  
16 Stipulation, neither the Plaintiff nor any Settlement Class Member, either directly, representatively, or  
17 in any other capacity, shall commence or prosecute against any of the Released Persons, any action or  
18 proceeding in any court or tribunal asserting any of the Released Claims.

19          14.       Any Member of the Settlement Class may appear and show cause, if he, she or it has any  
20 reason why the proposed settlement of the Action should or should not be approved as fair, reasonable  
21 and adequate, or why the Judgment should or should not be entered thereon provided, however, that no  
22 Settlement Class Member shall be heard or entitled to contest the approval of the terms and conditions  
23 of the proposed settlement, or, if approved, the Judgment to be entered thereon approving the same  
24 unless that Person has delivered by hand or sent by first class mail written objections and copies of any  
25 papers and briefs, such that they are received on or before October 1, 2010, by Jeffrey D. Light,  
26 Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101;  
27 Anthony J. Albanese, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153; Stephen  
28 D. Hibbard, Shearman & Sterling LLP, 525 Market Street, San Francisco, CA 94105; and filed said

1 objections, papers and briefs with the San Diego County Superior Court, Hall of Justice, 330 West  
2 Broadway, San Diego, CA 92101, on or before October 1, 2010. Any Member of the Settlement Class  
3 who does not make his, her or its objection in the manner provided shall be deemed to have waived  
4 such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of  
5 the proposed settlement as incorporated in the Stipulation unless otherwise ordered by the Court.

6 15. All papers including memoranda or briefs in support of the settlement or attorneys' fees  
7 and expenses shall be filed and served seven (7) calendar days prior to the Settlement Hearing.

8 16. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or  
9 proceedings connected with it, shall be construed as an admission or concession by Defendants of the  
10 truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

11 The Court reserves the right to adjourn the date of the Settlement Hearing without further notice  
12 to the Members of the Settlement Class, and retains jurisdiction to consider all further applications  
13 arising out of or connected with the proposed settlement. The Court may approve the settlement, with  
14 such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to  
15 the Settlement Class.

16 IT IS SO ORDERED.

17  
18 DATED: 8-9-10

  
19 THE HONORABLE JOAN M. LEWIS  
SUPERIOR COURT JUDGE

20 Submitted by:

21 ROBBINS GELLER RUDMAN  
22 & DOWD LLP  
23 RANDALL J. BARON  
JEFFREY D. LIGHT  
24 DAVID T. WISSBROECKER

25   
JEFFREY D. LIGHT

26 655 West Broadway, Suite 1900  
27 San Diego, CA 92101  
28 Telephone: 619/231-1058  
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN DIEGO

12 MARIKA DALESANDRO, Individually and )  
13 on Behalf of All Others Similarly Situated, )  
14 Plaintiff, )  
15 vs. )  
16 CHARLOTTE RUSSE HOLDING, INC., et )  
17 al., )  
18 Defendants. )

Case No. 37-2009-00097524-CU-BT-CTL  
CLASS ACTION  
NOTICE OF SETTLEMENT OF CLASS  
ACTION  
EXHIBIT A-1

1 TO: ALL PERSONS WHO OWNED CHARLOTTE RUSSE HOLDING, INC. ("CHARLOTTE"  
2 OR THE "COMPANY") COMMON STOCK FROM AUGUST 24, 2009, THROUGH AND  
3 INCLUDING THE CONSUMMATION OF THE ACQUISITION OF CHARLOTTE BY  
4 ADVENT INTERNATIONAL CORP. ("ADVENT") ON OCTOBER 14, 2009

5 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR  
6 RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION.

7 This Notice has been sent to you pursuant to an Order of the San Diego County Superior Court  
8 (the "Court"). The purpose of this Notice is to inform you of the proposed settlement of this class  
9 action litigation and of the hearing to be held by the Court to consider the fairness, reasonableness, and  
10 adequacy of the settlement. This Notice describes the rights you may have in connection with the  
11 settlement and what steps you may take in relation to the settlement and this class action litigation. This  
12 Notice is only a summary of the terms of the settlement. The complete terms of the settlement are set  
13 forth in the Stipulation of Settlement dated as of May 3, 2010 ("Stipulation") which can be viewed at  
14 [www.gilardi.com](http://www.gilardi.com).

15 This Notice is not an expression of any opinion by the Court about the merits of any of the  
16 claims or defenses asserted by any party in this Action or the fairness or adequacy of the proposed  
17 settlement.

18 **I. THE LITIGATION**

19 On August 24, 2009, Charlotte announced that it had entered into an Agreement and Plan of  
20 Merger, dated as of August 24, 2009, with Advent ("Merger Agreement"), under which an affiliate of  
21 Advent would commence a tender offer to purchase for cash all of the outstanding shares of Charlotte  
22 common stock, and the associated preferred stock purchase rights, at a price of \$17.50 per share, for a  
23 total value of approximately \$390 million (the "Acquisition"). On August 31, 2009, Charlotte filed  
24 with the Securities and Exchange Commission ("SEC") a Solicitation and Recommendation Statement  
25 on Schedule 14D-9 (the "14D-9") disclosing the Charlotte Board's recommendation that Charlotte  
26 stockholders tender their shares to Advent.

27 On September 2, 2009, a complaint was filed in the above-entitled action in the Superior Court  
28 of the State of California for the County of San Diego on behalf of holders of Charlotte common stock,  
naming as defendants Charlotte, members of Charlotte's Board of Directors and Advent (the "Action").

1 The Action challenged the Acquisition, alleging, among other things, that there were deficiencies in the  
2 disclosures related to the Acquisition in the 14D-9.

3 Plaintiff and her counsel conducted an investigation and discovery regarding her claims for  
4 injunctive and declaratory relief. Plaintiff also engaged in substantial arm's-length negotiations with  
5 Defendants regarding a possible resolution of the Action. As a result of these negotiations, the parties  
6 entered into an agreement-in-principle to resolve the Action. Thereafter, the parties executed a  
7 Memorandum of Understanding ("MOU").

8 An agreement-in-principle was only reached after arm's-length negotiations between the parties  
9 who were all represented by counsel with extensive experience and expertise in shareholder class action  
10 litigation. During the negotiations, all parties had a clear view of the strengths and weaknesses of their  
11 respective claims and defenses. Plaintiff and her counsel have concluded that the additional disclosures  
12 provided Charlotte shareholders with information sufficient to cast an informed vote on the Acquisition.  
13 As a result, Plaintiff and her counsel believe that the settlement is in the best interest of the Settlement  
14 Class.<sup>1</sup>

## 15 **II. TERMS OF THE PROPOSED SETTLEMENT**

16 1. As a direct result of the prosecution of the Action and the extensive ongoing negotiations  
17 between the Settling Parties, a proposed settlement has been reached under the following terms:

18 (a) Charlotte has made additional disclosures concerning the Acquisition by filing a  
19 Schedule 14D-9 (Amendment No. 3) with the SEC on September 23, 2009. The following additional  
20 disclosures were made in the amended 14D-9.

21 (i) Additional information regarding Advent and its affiliate's ownership  
22 interest in Charlotte prior to the Acquisition.

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23  
24 <sup>1</sup> Subsequent to the filing of this Action, on September 4, 2009, a separate plaintiff filed in San  
25 Diego Superior Court a related shareholder class action, captioned *Superior Partners v. Michael J.*  
26 *Blitzer, et al.*, Case No. 37-2009-00097747-CU-SL-CTL, alleging claims substantially identical to those  
27 alleged in this Action and against the same Defendants. On September 24, 2009, counsel for the parties  
28 in the Superior Partners lawsuit agreed that the Superior Partners litigation would be dismissed on  
mootness grounds if the Court enters an order giving final approval of the proposed settlement in this  
Action. Further information about the settlement of the Superior Partners litigation is contained in the  
14D-9 (Amendment No. 4) publicly filed with the SEC on September 24, 2009.

1 (ii) Additional information regarding the amount of funding needed by  
2 Advent to fund the Acquisition and the source of its funding.

3 (iii) Additional information regarding the timing of the hiring of Charlotte's  
4 Chief Executive Officer and Chief Financial Officer in November 2008.

5 (iv) Additional information regarding other potential buyers for Charlotte.

6 (v) Additional information regarding Advent's interest in buying Charlotte.

7 (vi) Additional information regarding the decision of the Special Committee  
8 of Charlotte to allow management to continue discussions with potential bidders.

9 (vii) Additional information regarding the financial projections provided to  
10 prospective buyers of Charlotte.

11 (viii) Additional information regarding the Summary of Principal Financial  
12 Analyses prepared by Cowen & Company, LLC ("Cowen").

13 (ix) Additional information regarding Cowen's Discounted Cash Flow  
14 Analysis.

15 (x) Additional information regarding Cowen's Selected Precedent  
16 Transaction Analysis.

17 (xi) Additional information regarding the compensation paid to Cowen.

18 (xii) Additional information regarding the fairness opinion prepared by Peter J.  
19 Solomon Company L.P. ("PJSC").

20 (xiii) Additional information regarding PJSC's Selected Publicly Traded  
21 Comparable Companies Analysis.

22 (xiv) Additional information regarding PJSC's Selected Precedent Transaction  
23 Analysis.

24 (xv) Additional Information regarding PJSC's Discounted Cash Flow  
25 Analysis.

26 (xvi) Additional information regarding Charlotte's Special Committee's  
27 selection of PJSC to provide financial services.

28

1 (xvii) Additional information regarding the pending litigation including the  
2 settlement of this Action.

3 (b) Charlotte or its successor shall be responsible for paying all reasonable costs and  
4 expenses incurred in providing notice to the Settlement Class.

5 2. Charlotte or its successor has also agreed, subject to the terms of paragraphs 5.1 and 5.2  
6 of the Stipulation, to pay, or cause to be paid to, Plaintiff's Counsel \$475,000, for their attorneys' fees  
7 and expenses, subject to Court approval. The settlement, however, is not in any way conditioned on the  
8 Court awarding such an amount, or any particular amount, of attorneys' fees and expenses.

9 3. The Settling Parties agree, for purposes of this settlement only, to the certification of a  
10 Settlement Class under §382 of the California Code of Civil Procedure.

11 **III. REASONS FOR THE SETTLEMENT**

12 The Plaintiff believes that the claims asserted in the Action have merit. However, Plaintiff's  
13 Counsel recognize and acknowledge the expense and length of continued proceedings necessary to  
14 prosecute the Action against the Defendants through trial and through appeals. Counsel for the Plaintiff  
15 also have taken into account the uncertain outcome and the risk of any litigation, especially in a  
16 complex action such as this Action, as well as the difficulties and delays inherent in such litigation.  
17 Plaintiff's Counsel also are mindful of the inherent problems of proof and possible defenses to the  
18 claims asserted in the Action. Plaintiff's Counsel believe that the settlement set forth in the Stipulation  
19 confers substantial benefits upon the Settlement Class. Based on their evaluation, Plaintiff's Counsel  
20 have determined that the settlement set forth in the Stipulation is in the best interests of the Settlement  
21 Class.

22 The Defendants have denied and continue to deny each and all of the claims and contentions  
23 alleged by the Plaintiff in the Action. The Defendants expressly have denied and continue to deny all  
24 charges of wrongdoing or liability against them as alleged in the complaints and the Action, and  
25 specifically deny that the proxy materials filed by Charlotte in connection with the Acquisition, were  
26 incomplete or in any way misleading, or that any additional disclosure was required under SEC rules or  
27 any applicable legal principle. The Defendants also have denied and continue to deny, *inter alia*, the  
28

1 allegations that the Plaintiff or the Settlement Class have suffered damage or that the Plaintiff or the  
2 Settlement Class were harmed by the conduct alleged in the complaints and the Action.

3 Nonetheless, the Defendants have concluded that further conduct of the Action would be  
4 protracted and expensive, and that it is desirable that the Action be fully and finally settled in the  
5 manner and upon the terms and conditions set forth in the Stipulation. The Defendants also have taken  
6 into account the uncertainty and risks inherent in any litigation, especially in complex cases like this  
7 Action. The Defendants have, therefore, determined that it is desirable and beneficial to them that the  
8 Action be settled in the manner and upon the terms and conditions set forth in the Stipulation.

9 **IV. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

10 A settlement hearing will be held on November 12, 2010, at 8:30 a.m., before the Honorable  
11 Joan M. Lewis, Superior Court Judge, at the San Diego County Superior Court, Hall of Justice, 330  
12 West Broadway, San Diego, California (the "Settlement Hearing"). The purpose of the Settlement  
13 Hearing will be to determine: (a) whether the settlement should be approved as fair, reasonable, and  
14 adequate; and (b) whether the Judgment should be entered. The Court may adjourn or continue the  
15 Settlement Hearing without further notice of any kind.

16 **V. DEFINITIONS USED IN THIS NOTICE**

17 1. "Acquisition" means the Agreement and Plan of Merger, dated as of August 24, 2009  
18 among Charlotte and Advent whereby an affiliate of Advent purchased all of the outstanding shares of  
19 Charlotte common stock, and the associated preferred stock purchase rights for \$17.50 per share.

20 2. "Advent" means Advent International Corp. and any of its predecessors, successors,  
21 parents, subsidiaries, divisions, or affiliates.

22 3. "Charlotte" means Charlotte Russe Holding, Inc. and any of its predecessors, successors,  
23 parents, subsidiaries, divisions, or affiliates.

24 4. "Defendants" means Charlotte Russe Holding, Inc., John D. Goodman, Emilia Fabricant,  
25 Michael J. Blitzer, Paul R. Del Rossi, Herbert J. Kleinberger, Leonard H. Mogil, Jennifer C. Salopek,  
26 and Advent International Corp.

27 5. "Effective Date" means the first date by which all of the events and conditions specified  
28 in paragraph 6.1 of the Stipulation have been met and have occurred.

1           6.       “Final” means: (i) the date of final affirmance on an appeal of the Judgment, the  
2 expiration of the time for a petition for or a denial of a writ of certiorari to review the Judgment and, if  
3 certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that  
4 grant; or (ii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any  
5 proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the expiration date of the  
6 time for the filing or noticing of any appeal from the Court’s Judgment approving the Stipulation,  
7 substantially in the form of Exhibit B attached to the Stipulation.

8           7.       “Individual Defendants” means John D. Goodman, Emilia Fabricant, Michael J. Blitzer,  
9 Paul R. Del Rossi, Herbert J. Kleinberger, Leonard H. Mogil, and Jennifer C. Salopek.

10          8.       “Judgment” means the judgment to be rendered by the Court, substantially in the form  
11 attached to the Stipulation as Exhibit B.

12          9.       “Lead Counsel” means Robbins Geller Rudman & Dowd LLP, Darren J. Robbins,  
13 Jeffrey D. Light, David T. Wissbroecker, 655 West Broadway, Suite 1900, San Diego, California  
14 92101.

15          10.      “Person” means an individual, corporation, partnership, limited partnership, limited  
16 liability company or partnership, association, joint stock company, estate, legal representative, trust,  
17 unincorporated association, government or any political subdivision or agency thereof, and any business  
18 or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

19          11.      “Plaintiff” means Marika Dalesandro.

20          12.      “Plaintiff’s Counsel” means any counsel who have appeared for the Plaintiff in the  
21 Action.

22          13.      “Released Claims” shall collectively mean the complete discharge, dismissal with  
23 prejudice, settlement and release of all claims, demands, rights, actions or causes of action, liabilities,  
24 damages, losses, obligations, judgments, suits, fees, expenses, costs, matters and issues of any kind or  
25 nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected,  
26 disclosed or undisclosed, hidden or concealed, matured or unmatured, that have been, could have been,  
27 or in the future can or might be asserted in the Action or in any court, tribunal or proceeding (including,  
28 but not limited to, any claims arising under federal or state statutory or common law relating to alleged

1 fraud, breach of any duty, negligence, violations of the federal or state securities laws or otherwise),  
2 including Unknown Claims (defined below), by or on behalf of any Member of the Settlement Class  
3 (whether individual, class, derivative, representative, legal, equitable or any other type or in any other  
4 capacity), against any Released Person, whether or not any such Released Person was named, served  
5 with process or appeared in the Action, which have arisen, could have arisen, arise now or hereafter  
6 arise out of, or relate in any manner to the allegations, facts, events, acquisitions, matters, acts,  
7 occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing or  
8 cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise  
9 related in any way to: (i) the Acquisition, or any amendment thereto; (ii) the adequacy of the  
10 consideration to be paid to Charlotte shareholders in connection with the Acquisition; (iii) the fiduciary  
11 obligations of any of the Defendants or Released Persons in connection with the Acquisition, or any  
12 amendment thereto; (iv) the negotiations in connection with the Acquisition, or any amendment thereto;  
13 or (v) the disclosures or disclosure obligations of any of the Defendants or Released Persons in  
14 connection with the Acquisition; provided, however, that the Released Claims shall not include: (a) the  
15 right of any Member of the Settlement Class to seek appraisal rights pursuant to §262 of the Delaware  
16 General Corporation Law; nor (b) the right of any party to enforce in the Court the terms of the  
17 Stipulation.

18 14. "Released Persons" shall collectively mean Defendants and/or their respective families,  
19 parent entities, associates, affiliates or subsidiaries, and each and all of their respective past, present or  
20 future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or  
21 investment advisors, advisors, consultants, accountants, investment bankers, commercial bankers,  
22 trustees, engineers, agents, insurers, co-insurers and reinsurers, heirs, executors, trustees, general or  
23 limited partners or partnerships, limited liability companies, members, heirs, executors, personal or  
24 legal representatives, estates, administrators, predecessors, successors and assigns.

25 15. "Settlement Class" means Persons who owned Charlotte common stock from August 24,  
26 2009, through and including October 14, 2009, the date of the closing of the Acquisition, including any  
27 and all of their respective successors-in-interest, predecessors, representatives, trustees, executors,  
28 administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for

1 or on behalf of, or claiming under, any of them, and each of them. Excluded from the Settlement Class  
2 are Defendants, members of the immediate family of any Individual Defendant, any entity in which a  
3 Defendant has or had a controlling interest, officers of Charlotte and the legal representatives, heirs,  
4 successors or assigns of any such excluded Person. Also excluded from the Settlement Class are those  
5 Persons who timely and validly request exclusion from the Settlement Class.

6 16. "Settlement Class Member" or "Member of the Settlement Class" mean a Person who  
7 falls within the definition of the Settlement Class as set forth above.

8 17. "Settling Parties" means, collectively, each of the Defendants and the Plaintiff on behalf  
9 of herself and the Members of the Settlement Class.

10 18. "Unknown Claims" means any claim, cause of action, damage or harm which the  
11 Plaintiff and/or Settlement Class Members do not know or suspect to exist at the time of the release of  
12 the Released Persons which, if known by him, her or it, might have affected his, her or its settlement  
13 with and release of the Released Persons, or might have affected his, her or its decision not to object to  
14 this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree  
15 that, upon the Effective Date, the Plaintiff shall expressly, and each of the Settlement Class Members  
16 shall be deemed to have, and by operation of the Judgment shall have, waived and relinquished, to the  
17 fullest extent permitted by law, the provisions, rights and benefits of California Civil Code §1542,  
18 which provides:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
20 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
21 AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR  
HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH  
THE DEBTOR.

22 Upon the Effective Date, the Plaintiff and each of the Settlement Class Members shall be deemed to  
23 have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights and  
24 benefits conferred by any law of any state or territory of the United States, any federal law or  
25 regulation, or any principle of common law or international or foreign law, which is similar, comparable  
26 or equivalent to California Civil Code §1542. The Plaintiff and Settlement Class Members may  
27 hereafter discover facts in addition to or different from those which he, she or it now knows or believes  
28 to be true with respect to the subject matter of the Released Claims, but the Plaintiff shall expressly

1 have and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by  
2 operation of the Judgment shall have, fully, finally, and forever settled and released any and all  
3 Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether  
4 or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or  
5 equity now existing or coming into existence in the future, including, but not limited to, conduct which  
6 is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to  
7 the subsequent discovery or existence of such different or additional facts. The Settling Parties  
8 acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have  
9 acknowledged, that the foregoing waiver was separately bargained for and a material element of the  
10 settlement of which this release is a part.

11 **VI. ORDER CERTIFYING A SETTLEMENT CLASS FOR PURPOSES OF**  
12 **SETTLEMENT**

13 On \_\_\_\_\_, 2010, the Court certified the Settlement Class for purposes of settlement  
14 as defined above.

15 **VII. DISMISSAL AND RELEASES**

16 If the proposed settlement is approved, the Court will enter the Judgment. The Judgment will  
17 release the Released Claims as to the Released Persons.

18 The Judgment will provide that all Settlement Class Members shall be deemed to have released  
19 and forever discharged all Released Claims against all Released Persons, and will be barred from  
20 asserting any of the Released Claims in the future, unless the settlement is canceled or terminated  
21 pursuant to the terms of the Stipulation.

22 **VIII. CONDITIONS FOR SETTLEMENT**

23 The settlement is conditioned upon the occurrence of certain events. Those events include,  
24 among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2)  
25 expiration of the time to appeal from or alter or amend the Judgment. If, for any reason, any one of the  
26 conditions described in the Stipulation is not met, the Stipulation might be terminated and, if  
27 terminated, will become null and void, and the parties to the Stipulation will be restored to their  
28 respective positions prior to the settlement.

1 **IX. THE RIGHT TO BE HEARD AT THE HEARING**

2 Any Settlement Class Member may, but is not required to, enter an appearance in the Action and  
3 be represented by counsel of his, her or its choice and at his, her or its expense. Any Settlement Class  
4 Member who does not enter an appearance will be represented by the attorneys for the Plaintiff listed  
5 below. Any Settlement Class Member who objects to any aspect of the settlement may appear and be  
6 heard at the Settlement Hearing. Any such Person must submit a written notice of objection, mailed or  
7 hand delivered such that it is received on or before October 1, 2010, by each of the following:

8 CLERK OF THE COURT  
9 SAN DIEGO COUNTY SUPERIOR COURT  
10 HALL OF JUSTICE  
11 330 West Broadway  
12 San Diego, CA 92101

11 ROBBINS GELLER RUDMAN  
12 & DOWD LLP  
13 JEFFREY D. LIGHT  
14 655 West Broadway, Suite 1900  
15 San Diego, CA 92101

14 *Attorneys for Plaintiff*

15 SHEARMAN & STERLING LLP  
16 STEPHEN D. HIBBARD  
17 525 Market Street  
18 San Francisco, CA 94105

17 *Attorneys for Charlotte and the Individual Defendants*

18 WEIL, GOTSHAL & MANGES LLP  
19 ANTHONY J. ALBANESE  
20 767 Fifth Avenue  
21 New York, NY 10153

21 *Attorneys for Defendant Advent International Corp.*

22 The notice of objection must demonstrate the objecting Person's membership in the Settlement Class  
23 and contain a statement of the reasons for objection. Only Members of the Settlement Class who have  
24 submitted written notices of objection in this manner will be entitled to be heard at the Settlement  
25 Hearing, unless the Court orders otherwise.

26 **X. EXCLUSION FROM THE SETTLEMENT CLASS**

27 You may request to be excluded from the Settlement Class. The request for exclusion must  
28 state: (1) your name, address and telephone number; (2) the number of shares of Charlotte common

1 stock owned from August 24, 2009, through and including October 14, 2009, the date of the  
2 consummation of the Acquisition; and (3) that you wish to be excluded from the Settlement Class. TO  
3 BE VALID, A REQUEST FOR EXCLUSION MUST STATE ALL OF THE FOREGOING  
4 INFORMATION. YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE  
5 OCTOBER 1, 2010, and sent to the address listed below. If you submit a valid and timely request for  
6 exclusion, you will have no rights under the settlement, and shall not be bound by the Stipulation or the  
7 Judgment.

8 *Charlotte Shareholder Litigation*  
9 EXCLUSIONS  
10 Notice Administrator  
11 c/o Gilardi & Co. LLC  
12 P.O. Box 8040  
13 San Rafael, CA 94912-8040

12 **XI. NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP  
ON BEHALF OF OTHERS**

13 If you hold or held any Charlotte common stock at any time from August 24, 2009, through and  
14 including October 14, 2009, the date of the consummation of the Acquisition, as nominee for a  
15 beneficial owner, then, within ten (10) calendar days after you receive this Notice, you must either:  
16 (1) send a copy of this Notice by first class mail to all such Persons; or (2) provide a list of the names  
17 and addresses of such Persons to the Notice Administrator:

18 *Charlotte Shareholder Litigation*  
19 Notice Administrator  
20 c/o Gilardi & Co. LLC  
21 P.O. Box 8040  
22 San Rafael, CA 94912-8040

22 If you choose to mail the Notice yourself, you may obtain from the Notice Administrator  
23 (without cost to you) as many additional copies of these documents as you will need to complete the  
24 mailing.

25 Regardless of whether you choose to complete the mailing yourself or elect to have the mailing  
26 performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative  
27 costs actually incurred or expected to be incurred in connection with forwarding the Notice and which  
28

1 would not have been incurred but for the obligation to forward the Notice, upon submission of  
2 appropriate documentation to the Notice Administrator.

3 **XII. EXAMINATION OF PAPERS**

4 This Notice is a summary and does not describe all of the details of the Stipulation. For full  
5 details of the matters discussed in this Notice, you may desire to review the Stipulation filed with the  
6 Court, which may be inspected during business hours, at the office of the Clerk of the Court, San Diego  
7 County Superior Court, Hall of Justice, 330 West Broadway, San Diego, CA 92101.

8 For further information regarding this settlement you may contact: Robbins Geller Rudman &  
9 Dowd LLP, c/o Rick Nelson, Shareholder Relations, 655 West Broadway, Suite 1900, San Diego,  
10 California 92101, Telephone: 800/449-4900. The Stipulation and its exhibits can also be viewed at  
11 [www.gilardi.com](http://www.gilardi.com).

12 **DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE REGARDING THIS**  
13 **NOTICE.**

14 DATED: \_\_\_\_\_

BY ORDER OF THE COURT  
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO