

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

PETER ROSENBLUM, on behalf of Himself and All Others
Similarly Situated,

Plaintiff,

v.

TEAVANA HOLDINGS, INC., ANDREW T. MACK, F. BARRON
FLETCHER III, MICHAEL J. NEVINS, THOMAS A. SAUNDERS
III, JOHN E. KYEES, ROBERT J. DENNIS, STARBUCKS
CORPORATION, and TAJ ACQUISITION CORP.,

Defendants.

Case Number 2012CV224005

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT OF CLASS ACTION, AND SETTLEMENT HEARING

TO: ALL RECORD AND BENEFICIAL HOLDERS OF TEAVANA (AS DEFINED BELOW) COMMON STOCK WHO HELD ANY SUCH SHARE(S) AT ANY TIME DURING THE PERIOD BEGINNING ON AND INCLUDING NOVEMBER 14, 2012, THROUGH AND INCLUDING DECEMBER 31, 2012 (THE "SETTLEMENT CLASS PERIOD"), INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, PREDECESSORS, LEGAL REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNEES OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, BUT EXCLUDING DEFENDANTS (AS DEFINED BELOW), ENTITIES THAT ANY DEFENDANT CONTROLS OR IS UNDER COMMON CONTROL WITH, THE RESPECTIVE OFFICERS AND DIRECTORS OF ANY ONE OR MORE OF THE FOREGOING ENTITIES, THE IMMEDIATE FAMILY MEMBERS OF DEFENDANTS, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION.

IF YOU ARE A NOMINEE WHO HELD TEAVANA COMMON STOCK FOR THE BENEFIT OF ANOTHER, READ SECTION X BELOW ENTITLED "PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS."

I. PURPOSE OF THIS NOTICE

The purpose of this Notice is to inform you of the proposed settlement of the above-captioned class action litigation pending in the Superior Court of Fulton County, Georgia (the "Court"). This Notice also informs you of the Court's preliminary certification of a Settlement Class (as defined below) for purposes of the Settlement and of your right to participate in a hearing to be held on May 7, 2014, at 10:00 a.m. in Courtroom 5E of the Superior Court of Fulton County, 136 Pryor Street, SW, Fulton County Courthouse, Atlanta, Georgia, 30303 (the "Settlement Hearing") to determine the matters enumerated in Section VII below.

The Court has provisionally certified a non-opt out class action for purposes of the settlement only under O.C.G.A. §§ 9-11-23(a), (b)(1) and (b)(2) on behalf of a class consisting of all record and beneficial owners of shares of the common stock of Teavana Holdings, Inc. ("Teavana") who held any such share(s) at any time during the period beginning on and including November 14, 2012, through and including December 31, 2012, including any and all of their respective successors-in-interest, predecessors, legal representatives, trustees, executors, administrators, heirs, assignees or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, but excluding Defendants Andrew T. Mack, F. Barron Fletcher III, Michael J. Nevins, Thomas A. Saunders III, John E. Kyees, and Robert J. Dennis (together, the "Individual Defendants"), Teavana, Starbucks Corporation and Taj Acquisition Corp. (collectively, "Starbucks"), and SKM Partners LLC, a non-party to this Fulton County Action (as defined herein), but a defendant in the Delaware Action (as defined herein) and the Abrams Action (as defined herein) (together with Teavana, Starbucks, and the Individual Defendants, "Defendants"), entities that any Defendant controls or is under common control with, the respective officers and directors of any one or more of the foregoing entities, the immediate family members of Defendants, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them (the "Settlement Class"). At the Settlement Hearing, the Court will consider, among other things, whether the Settlement Class should be finally certified pursuant to O.C.G.A. §§ 9-11-23(a), (b)(1) and (b)(2).

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE ACTIONS (AS DEFINED HEREIN) AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THE ACTIONS.

II. BACKGROUND OF THE LAWSUIT

On November 14, 2012, Teavana announced that it had entered into an Agreement and Plan of Merger (the "Merger Agreement") with Starbucks, which provided for the acquisition of Teavana by Starbucks for \$15.50 in cash per each share of Teavana common stock outstanding (the "Acquisition").

On November 14, 2012, Defendant Andrew T. Mack, SKM Equity Fund III, L.P., SKM Investment Fund, and Jurgen W. Link, the holders of 28,749,196 shares of Teavana's common stock, which constitute approximately 74% of the voting power of the outstanding shares of the Company's common stock, executed a written consent adopting and approving the Merger Agreement and the Acquisition. No further approval of the stockholders of Teavana was required to adopt and approve the Merger Agreement or the Acquisition.

On November 19, 2012, Teavana filed a Preliminary Information Statement on Schedule 14C (the "Preliminary Information Statement") with respect to the Acquisition with the United States Securities and Exchange Commission (the "SEC").

On and after November 19, 2012, the following putative class action complaints were filed challenging the Acquisition: (i) *Rosenblum v. Teavana Holdings, Inc., et al.*, Case No. 2012CV224005 in the Superior Court of Fulton County, Georgia (the "Fulton County Action"), seeking injunctive and other relief against Teavana, the Individual Defendants, and Starbucks; (ii) *Rubin v. Teavana Holdings, Inc., et al.*, Case No. 8069-VCN in the Court of Chancery of the State of Delaware (the "Delaware Action"), seeking injunctive and other relief against Teavana, SKM Partners LLC, the Individual Defendants, and Starbucks; (iii) *Dmitriy Bekkerman, et al. v. Teavana Holdings, Inc., et al.*, Case No. 12A-10148-2 in the Superior Court of Gwinnett County, Georgia (the "Bekkerman Action" and collectively with the Delaware and Fulton County Actions, the "Actions"); and (iv) *Hesha Abrams v. Teavana Holdings, Inc., et al.*, Civil Action No. 12A-10348-2 in the Superior Court of Gwinnett County, Georgia (the "Abrams Action"), seeking injunctive and other relief against Teavana, the Individual Defendants, SKM Partners LLC, and Starbucks.

The complaints filed in the Actions and the Abrams Action challenge the Acquisition, including certain terms of the Merger Agreement and disclosures contained in the Preliminary Information Statement, and allege, among other things, that the Individual Defendants (and, in the Delaware Action, SKM Partners LLC) breached their fiduciary duties to the stockholders of Teavana, and that Starbucks and Teavana (and, in the Delaware Action and the Abrams Action, all Defendants) aided and abetted the alleged breaches.

On November 29, 2012, plaintiff in the Delaware Action moved for a preliminary injunction enjoining the Acquisition and for expedited discovery.

On December 4, 2012, plaintiff in the Delaware Action served Plaintiff's First Request For The Production Of Documents To All Defendants. On December 4-5, 2012, Teavana and certain of the Individual Defendants produced documents to Plaintiffs, including but not limited to, all minutes of meetings of Teavana's Board of Directors (the "Board") at which the Board discussed the Acquisition, all presentations to Teavana's Board by its financial advisors, and drafts of the Merger Agreement exchanged between Teavana and Starbucks by or through their respective advisors.

On December 4, 2012 the Company received a letter from the SEC commenting on the Preliminary Information Statement. On December 5, 2012, the Company filed a revised Preliminary Information Statement on Schedule 14C with the SEC, addressing certain of the SEC's comments received December 4, 2012 (the "Revised Preliminary Information Statement"). On December 6, 2012, the Company filed a Definitive Information Statement on Schedule 14C (the "Information Statement") with the SEC. On December 7, 2012, the Company mailed the Information Statement to the Teavana stockholders.

On December 13, 2012, the plaintiff in the Abrams Action filed notice of the dismissal of the Abrams Action.

After consideration of the documents produced by Teavana, as described above, and extensive arm's-length negotiations, Plaintiffs and Defendants reached an agreement-in-principle concerning resolution of the Actions and executed a Memorandum of Understanding on December 14, 2012 (the "MOU"), proposing to settle the Actions, subject to certain additional discovery, approval by this Court, based on Teavana's agreement to include certain Additional Disclosures in a Current Report on Form 8-K filed with the SEC. The parties agreed to coordinate all of their settlement efforts in this Court, with Plaintiffs collectively represented by the law firms of Robbins Geller Rudman & Dowd LLP; Holzer Holzer & Fistel LLC; Robbins Arroyo LLP; WeissLaw LLP; and O'Kelly Ernst & Bielli, LLC ("Plaintiffs' Counsel").

Teavana filed the Form 8-K containing the Additional Disclosures with the SEC on December 14, 2012.

On December 19, 2012, the Delaware Court of Chancery entered an order granting the request of the plaintiff in the Delaware Action to voluntarily dismiss the Delaware Action.

On December 31, 2012, the Acquisition was effectuated, effective as of the same day.

Between January 1, 2013 and March 14, 2013, the parties completed the agreed-upon additional discovery with respect to the claims asserted in the Actions regarding the Board's actions leading up to the Merger Agreement and the disclosures in the Preliminary Information Statement, the Revised Preliminary Information Statement, and the Information Statement. That additional discovery included, in addition to the documents previously produced by Teavana, receipt of sworn answers to interrogatories by North Point Advisors LLC ("North Point"), one of Teavana's financial advisors; the deposition of John Twichell, a knowledgeable representative of Piper Jaffray & Co., Teavana's financial advisor which provided an opinion regarding the fairness from a financial point of view of the merger consideration to be received by the holders of the Company common stock pursuant to the Merger Agreement (the "Fairness

Opinion”); the deposition of John E. Kyees, an independent member of Teavana’s Board prior to the Acquisition; and Defendants’ production of documents which evidence (i) all projections provided by Teavana to Starbucks and (ii) any offers or indications of interest received by the Company.

III. REASONS FOR THE SETTLEMENT

Plaintiffs, through their counsel, have undertaken and completed a thorough investigation of the claims and allegations asserted in the Actions, including reviewing documents provided by Defendants and the sworn interrogatory answers provided by North Point and deposing Messrs. Twichell and Kyees, as discussed above. Based upon their investigation, Plaintiffs and their counsel believe the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

In evaluating the Settlement, Plaintiffs and Plaintiffs’ Counsel have considered: (i) the substantial benefits to the members of the Settlement Class from the Settlement, including the disclosure of additional information to Teavana stockholders concerning the Acquisition; (ii) the expense and length of continued proceedings necessary to prosecute these Actions against Defendants through trial and through appeals; (iii) the uncertain outcome and the risk of any litigation, especially in complex cases such as the Actions; (iv) the difficulties and delays inherent in such litigation; (v) the inherent problems of proof and possible defenses to the claims asserted in the Actions; and (vi) the conclusion of Plaintiffs’ Counsel that the terms and conditions of the Settlement are fair, reasonable, adequate, and in the best interest of the Settlement Class.

Defendants have denied vigorously, and continue to deny vigorously, any wrongdoing or liability with respect to all claims asserted in the Actions, including allegations that they have committed any violations of law, that they have acted improperly in any way, that they have any liability or owe any damages of any kind to Plaintiffs and/or the Settlement Class, and that any supplemental disclosures were required under any applicable rule, regulation, statute or law. Instead, Defendants have stated that they executed the Stipulation and agreed to the Settlement solely because they consider it desirable to: (i) eliminate the burden, inconvenience, expense, risk and distraction of further litigation; and (ii) put to rest all the claims which were or could have been asserted against Defendants in the Actions and because they contend and believe that the Settlement is in the best interests of Teavana’s former stockholders.

IV. SETTLEMENT TERMS

The Additional Disclosures were agreed to and provided in consideration of the full and final settlement and dismissal with prejudice of the Actions and the release of any and all Released Claims (as defined below), and no Released Persons (as defined below) shall have any obligation to pay or bear any additional amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiffs or any Settlement Class members in connection with the Settlement, including but not limited to attorneys’ fees and expenses for any counsel to any Settlement Class member, or any costs of notice or settlement administration or otherwise; provided, however, that (i) all costs in providing this Notice to the Settlement Class members shall be paid by, or caused to be paid by, Teavana (or its successor and/or its insurer(s)); and (ii) Teavana (or its successor and/or its insurer(s)) shall be obligated to pay attorneys’ fees and expenses to Plaintiffs’ Counsel upon an award, if any, of attorneys’ fees and expenses by the Court. If the Court approves the Settlement, then, as of the Effective Date (as defined herein), the settlement of this Fulton County Action, which would include the release and discharge of all Released Claims against all Released Persons, will also release all claims asserted in the Bekkerman Action, the Delaware Action, and the Abrams Action.

V. THE SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing to be held on May 7, 2014, at 10:00 a.m. in Courtroom 5E of the Superior Court of Fulton County, 136 Pryor Street, SW, Fulton County Courthouse, Atlanta, Georgia, 30303, to:

(a) determine whether, for settlement purposes only, the Court’s preliminary certification of the Settlement Class pursuant to O.C.G.A. §§ 9-11-23(a), 23(b)(1) and 23(b)(2) should be made final; (b) determine whether Plaintiffs may be designated as class representatives and Plaintiffs’ Counsel may be designated as counsel to the Settlement Class; (c) determine whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable, and adequate and in the best interest of the members of the Settlement Class; (d) determine whether judgment should be entered pursuant to the Stipulation, *inter alia*, dismissing the Action and the Released Claims as to the Released Persons with prejudice as against Plaintiffs and the Settlement Class, releasing the Released Claims, and barring and enjoining prosecution of any and all Released Claims; (e) consider the application of Plaintiffs’ Counsel for an award of attorneys’ fees and expenses to be paid (if and only if awarded by the Court) by Teavana (or its successor and/or its insurer(s)); (f) hear objections, if any, made to the Settlement or any of its terms; and (g) hear and determine other matters relating to the proposed Settlement.

VI. RIGHT TO APPEAR AT SETTLEMENT HEARING

Any member of the Settlement Class who objects to the Stipulation, the Settlement, the class action determination, the Judgment to be entered therein, and/or the application for attorneys’ fees and expenses, or who otherwise wishes to be heard, may appear in person or through counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant. To do so, you must, no later than ten (10) days prior to the Settlement Hearing (unless the Court otherwise directs for good cause shown), serve the following documents on each of the attorneys listed below: (a) a written notice of the intention to appear; (b) proof of membership in the Settlement Class; (c) a detailed summary of your objections to any matter before the Court; (d) the grounds therefore or the reasons why you desire to appear and to be heard; and (e) all documents and writings which you want the Court to consider. These papers must be served by hand delivery or overnight mail on the following counsel of record:

ROBBINS GELLER RUDMAN
& DOWD LLP
Cullin A. O'Brien
120 E. Palmetto Park Road, Suite 500
Boca Raton, FL 33432

ROBBINS GELLER RUDMAN
& DOWD LLP
John C. Herman
3424 Peachtree Road, N.E., Suite 1650
Atlanta, GA 30326

HOLZER HOLZER & FISTEL LLC
Marshall P. Dees
200 Ashford Center North, Suite 300
Atlanta, GA 30338

ROBBINS ARROYO LLP
Stephen J. Oddo
600 B Street, Suite 1900
San Diego, CA 92101

O'KELLY ERNST & BIELLI, LLC
Ryan M. Ernst
901 N. Market Street, Suite 1000
Wilmington, DE 19801

WEISSLAW LLP
Richard A. Acocelli
1500 Broadway, 16th Floor
New York, NY 10036

KING & SPALDING LLP
Michael R. Smith
1180 Peachtree Street, NE
Atlanta, GA 30309

MORRIS, NICHOLS, ARSHT
& TUNNELL LLP
Thomas W. Briggs, Jr.
1201 North Market Street, 16th Floor
Wilmington, DE 19899-1347

ALSTON & BIRD LLP
Lisa R. Bugni
1201 West Peachtree Street
Atlanta, GA 30309

CRAVATH, SWAINE & MOORE LLP
Robert H. Baron
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019-7475

You must also contemporaneously file a copy of the above-described papers in this case with the Superior Court of Fulton County, 136 Pryor Street, SW, Fulton County Courthouse, Atlanta, Georgia, 30303. Even if you do not appear at the Settlement Hearing, the Court will consider your written submission if it is served and filed in accordance with the foregoing procedures. Any person who fails to object in the manner prescribed above shall be deemed to have waived such objection and shall forever be barred from raising such objection in the Actions or any other action or proceeding.

VII. THE ORDER AND FINAL JUDGMENT OF THE COURT

If the Settlement is approved by the Court, the parties will promptly request the Court to enter a Judgment, which will, among other things:

- (a) approve the Settlement as fair, reasonable, adequate, and in the best interest of the Settlement Class and direct consummation of the Settlement in accordance with its terms and conditions;
- (b) make final the Court's previous determination to provisionally certify the Settlement Class pursuant to O.C.G.A. §§ 9-11-23(a), 23(b)(1) and 23(b)(2) for purposes of the Settlement;
- (c) determine that the requirements of the rules of the Court and due process have been satisfied in connection with this Notice;
- (d) dismiss this Action and the Released Claims with prejudice on the merits and grant the releases more fully described below in accordance with the terms and conditions of the Stipulation;
- (e) permanently bar and enjoin Plaintiffs and all Settlement Class members from instituting, commencing or prosecuting, either directly or in any other capacity, any of the Released Claims against any of the Released Persons; and
- (f) award attorneys' fees and expenses and Plaintiffs' Service Award (as defined herein), if any, to Plaintiffs' Counsel on behalf of Plaintiffs' Counsel.

VIII. RELEASES

The Stipulation provides that, upon the Court's approval of the Settlement and on the first business day following the date the Judgment becomes final and non-appealable whether by affirmance or exhaustion of any possible appeal or review, writ of certiorari, lapse of time or otherwise (the "Effective Date"):

(a) Plaintiffs and each of the Settlement Class members shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged any and all claims, demands, rights, actions or causes of action of every nature and description whatsoever, rights, liabilities, damages, losses, obligations, judgments, suits, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or un-matured, that have been, could have been, or in the future could or might be asserted in the

Actions or in any court, tribunal, or proceeding (including, but not limited to, any claims arising under federal, state, or foreign statute, rule, regulation, or principle of common law relating to alleged fraud, breach of any duty, negligence, violations of the federal securities laws, or otherwise) by or on behalf of any member of the Settlement Class or derivatively against any or all Defendants in the Actions (including all current and former directors and officers of Teavana and Starbucks, whether named as defendants or not), and any of their present or former affiliates, parents, subsidiaries (including the directors and officers of such affiliates, parents, and subsidiaries), general partners, limited partners, partnerships, and their respective officers, directors, managing directors, employees, agents, attorneys, advisors, insurers, accountants, auditors, trustees, financial advisors, lenders, investment bankers, associates, representatives, heirs, executors, personal representatives, estates, administrators, successors, and assigns (all, collectively, the "Released Persons") arising out of, related to, or concerning: (i) the allegations contained in any of the Actions, (ii) the Acquisition, the Merger Agreement, the process leading to the execution of the Merger Agreement, and/or any negotiations, deliberations, contemplation, consideration, and/or approval thereof and all related matters, any agreements, and/or disclosures relating to the Acquisition, and any compensation or other payments made to any of the Defendants in connection with the Acquisition, (iii) the fiduciary obligations of any of the Released Persons in connection with the Acquisition, the Merger Agreement, or any amendment to the Merger Agreement; (iv) the Preliminary Information Statement, the Revised Preliminary Information Statement, the Information Statement, and any other related filings with the SEC and any amendment thereto, or any other disclosures relating to the matters, agreements, and disclosures referenced in clause (ii) above; (v) the negotiations leading up to the matters, agreements, and disclosures referenced in clause (ii) above; or (vi) any matter that could have been asserted in any of the Actions regarding the matters, agreements, and disclosures referenced in clause (ii) above or any alleged aiding and abetting of any of the foregoing (all, collectively, the "Released Claims"), provided, however, that the Released Claims shall not include the right of any Settlement Class member or any of the Defendants to enforce the terms of the Settlement, nor shall the Released Claims include the right of any Teavana stockholder or former Teavana stockholder to seek appraisal of their Teavana shares in accordance with 8 Del. C. § 262.

(b) Plaintiffs and each of the Settlement Class members shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged the Released Claims, including any and all claims, demands, rights, actions or causes of action of every nature and description whatsoever, rights, liabilities, damages, losses, obligations, judgments, suits, matters, and issues of any kind or nature whatsoever, that Plaintiffs or any member of the Settlement Class do not know or suspect exist in his, her, its, or their favor at the time of the release of the Released Claims as against the Released Persons, including without limitation those which, if known, might have affected the decision to enter into the Settlement (the "Unknown Claims"). Plaintiffs acknowledge, and the members of the Settlement Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiffs, and by operation of law the members of the Settlement Class, to completely, fully, finally and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. With respect to any and all of the Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly and each member of the Settlement Class shall be deemed to have, and by operation of the Judgment by the Court shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR 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.

Plaintiffs acknowledge, and the members of the Settlement Class by operation of law shall be deemed to have acknowledged, that "Unknown Claims" are expressly included in the definition of "Released Claims" and that such inclusion was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Defendants in entering into this Stipulation.

(c) Defendants and the Released Persons shall have fully, finally, and forever released, relinquished, and discharged Plaintiffs, members of the Settlement Class and Plaintiffs' Counsel from all claims arising out of the institution, prosecution, settlement or resolution of the Actions; provided, however, that Defendants and the Released Persons shall retain the right to enforce in the appropriate court the terms of this Stipulation or the Settlement.

IX. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES

To date, Plaintiffs' Counsel have not received any payment for their services in prosecuting the Actions, nor have Plaintiffs' Counsel been paid for their expenses. The fee requested by Plaintiffs' Counsel would compensate counsel for their efforts in achieving the benefits described herein, for their risk in undertaking this representation on a contingent basis, and would provide payment for the expenses incurred in connection with the prosecution of the Actions. Defendants acknowledge that, as a direct result of the filing and prosecution of the Actions and in consideration of the resolution of the Actions, Teavana made the Additional Disclosures contained in the Form 8-K filed with the SEC on December 14, 2012.

Defendants and Plaintiffs' Counsel have negotiated the amount of attorneys' fees and expenses that, subject to approval by the Court, would be paid to Plaintiffs' Counsel. As a result of those negotiations, Teavana (or its successor and/or its insurer(s)), on behalf of Defendants, has agreed to pay, or cause to be paid, \$445,000 to Plaintiffs' Counsel for their attorneys' fees and expenses, subject to the Court's approval. If the Court awards attorneys' fees and expenses in an amount less than \$445,000, Teavana (or its successor and/or its insurer(s)), on behalf of Defendants, is required to pay only the amount ordered by the Court. If the Court awards attorneys' fees and expenses in an amount greater than \$445,000 Teavana (or its successor and/or its insurer(s)), on behalf of Defendants, shall not be obligated to pay any more than \$445,000. Except for the negotiated amount and for costs incurred in providing this Notice to the Settlement Class, there shall be no obligation on the part of Teavana, (or its successor and/or its insurer(s)), or any person or entity, to

pay any fees, costs or expenses, including attorneys' fees, to Plaintiffs' Counsel or to Plaintiffs or to any member of the Settlement Class.

Counsel for Plaintiffs Dmitriy Bekkerman and Ellina Bekkerman-Donner and Michael Rubin intend to seek Court approval for (i) a service award in the amount of \$2,500 to be shared by Plaintiffs Dmitriy Bekkerman and Ellina Bekkerman-Donner and (ii) a service award in the amount of \$2,500 for Plaintiff Michael Rubin (the "Service Awards"), which will be paid by Teavana (or its successor and/or its insurers(s)) on behalf of Defendants, if awarded by the Court.

X. PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS

Brokerage firms, banks and other persons or entities who are members of the Settlement Class in their capacities as record holders, but not as beneficial holders, must, within five (5) business days of receipt of this Notice, either (i) forward the Notice to such beneficial holders; or (ii) send a list of the names and addresses of beneficial owners to the claims administrator addressed as set forth immediately below this paragraph. If additional copies of this Notice are needed for forwarding to such beneficial owner, any requests for such copies may be made to:

Teavana Merger Class Action
c/o GCG
PO Box 10023
Dublin, OH 43017-6623

XI. SCOPE OF THIS NOTICE

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Actions, the Stipulation and other papers and proceedings are only summaries and do not purport to be comprehensive. Accordingly, members of the Settlement Class are referred to the documents filed with the Court in the Actions. You or your attorney may examine the Court's files during regular business hours of each business day at the Office of the Clerk of Superior Court of Fulton County, 136 Pryor Street, SW, Fulton County Courthouse, Atlanta, Georgia, 30303.

PLEASE DO NOT CALL OR WRITE THE COURT. Inquiries or comments about the Settlement may be directed to the attention of Plaintiffs' Counsel as follows:

ROBBINS GELLER RUDMAN
& DOWD LLP
Cullin A. O'Brien
120 E. Palmetto Park Road, Suite 500
Boca Raton, FL 33432

ROBBINS ARROYO LLP
Stephen J. Oddo
600 B Street, Suite 1900
San Diego, CA 92101

WEISSLAW LLP
Richard A. Acocelli
1500 Broadway, 16th Floor
New York, NY 10036

SO ORDERED this 18th day of February, 2014.

Hon. Craig L. Schwall
Judge, Fulton County Superior Court