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FILED
San Diego Superior Court
OCT 23 2026
Clerk of the Superior Court
By: B. Orihuela, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CHRISTINA CHIECHI, individually and on behalf of all similarly situated persons,

Plaintiff,

v.

EDLOE FINCH LLC d/b/a Albany Park,

Defendant.

Case No. 25CU057205C

Hon. Wendy M. Behan

[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

IMAGED FILE

Date: October 23, 2026
Time: 10:15 a.m.
Dept.: C-66

The Motion for Final Approval of Class Action Settlement ("Motion") came before this Court on 10/23/26 [~~date~~]. The Court had preliminarily approved the Settlement Agreement[1] on May 19, 2026. ROA 27. This Court has reviewed: (a) the Motion and the supporting papers, including, the Settlement Agreement; (b) any timely objections filed with, or presented to, the Court[2]; and (c) arguments of counsel. Based on this review and the findings below, the Court finds good cause to grant and hereby GRANTS the Motion and enters FINAL JUDGMENT.

1. **Settlement Agreement.** The Settlement Agreement, including exhibits, and the definitions of the words and terms contained therein, are incorporated by reference in this Order and Judgment.

2. The Court hereby finds the Settlement Agreement is in all respects fair, adequate, and reasonable, and therefore approves it.

3. The Court finds that extensive arms-length negotiations have taken place, in good faith, between Class Counsel and Defendant's Counsel, resulting in the Settlement Agreement.

4. The Settlement provides substantial value to the Settlement Class in the form of the Credit Benefits and Cash Benefits.

5. The Settlement Administrator and the Parties effectuated the Class Notice plan and provided notice to Settlement Class Members in compliance with the Settlement Agreement, due process, and California Rules of Court, rules 3.766 and 3.769(f). The notices: (i) fully and accurately informed Settlement Class Members about the Action and Settlement; (ii) provided sufficient information for Settlement Class Members to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the Settlement; (iii) provided procedures for Settlement Class Members to submit written objections to the proposed Settlement, to appear at the Final Approval Hearing, and to state objections to the proposed Settlement; and (iv) provided the time, date, and place of the Final Approval Hearing.

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[1] Capitalized terms in this Order, unless otherwise defined, have the same definitions as in the Settlement Agreement ("Agreement" or "SA") attached as Exhibit 1 to the Declaration of Alexander E. Wolf in support of Motion for Preliminary Approval of Class Settlement, filed at ROA 19 Ex. 1.

[2] No Settlement Class Members objected to the Settlement.

6. The Parties performed their obligations to date under the Settlement Agreement.

7. For the reasons stated in the Preliminary Approval Order, and having found nothing that would disturb these previous findings and no objections to the Settlement, this Court finds and determines that the proposed Settlement Class, as defined below, meets all of the legal requirements for class certification, for settlement purposes only, under California Code of Civil Procedure § 382.

8. **Certification of Settlement Class**. The Settlement Class is certified as "All persons nationwide who purchased one or more items from www.AlbanyPark.com during the Class Period." The "Class Period" is June 21, 2020 through October 31, 2024. ROA 27 (Preliminary Approval Order); SA §§ I.FF, I.J. Excluded from the Settlement Class are all persons who validly opted out of the Settlement in a timely manner[3]; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; and the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff. In connection with this final certification, the Court makes the following findings for settlement purposes:

a. The Settlement Class is so numerous that joinder of all members is impracticable.

b. There are questions of law or fact common to the Settlement Class for purposes of settlement.

c. Plaintiff's claims are typical of the claims being resolved through the Settlement.

d. Plaintiff is capable of fairly and adequately protecting the interests of the Settlement Class in connection with the Settlement.

e. Common questions of law and fact predominate over questions affecting only individual persons in the Settlement Class for settlement purposes.

f. Certification of the Settlement Class is superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

[3] No Settlement Class Members opted out of the Settlement.

g. Certification of the Settlement Class meets all applicable requirements of law, including California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, and the California and U.S. Constitutions.

9. The Settlement Administrator determined that zero (0) persons opted out of the Settlement to be excluded from the Settlement Class. As such, all Settlement Class Members shall be bound by this Order. Further, no Settlement Class Members have submitted objections to the Settlement.

10. The Court now gives final approval to the Settlement, and finds that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the releases. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, and in the best interests of the Settlement Class Members, considering the (i) disputed factual and legal circumstances of the Action, (ii) defenses asserted in the Action, and (iii) potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual nature of this case based on alleged false discounting practices, the amount of information exchanged, and the fact that the Settlement is the result of arm's-length negotiations between the Parties all support this finding. Indeed, contested litigation would have presented substantial risk for the Settlement Class. Defendant vigorously contests all aspects of liability and damages in this Action, presenting substantial risk. Moreover, the Settlement is reasonable in comparison to other court-approved settlements in false discounting cases as detailed in the Motion. The Court also finds that these facts demonstrate that there was no collusion present in the reaching of the Settlement, implicit or otherwise.

11. The Parties are hereby directed to further implement the Settlement Agreement according to its terms and provisions, but may agree to reasonable extensions of time to carry out any provisions of the Settlement Agreement without further order from the Court. The Settlement Agreement is hereby incorporated into this Final Approval Order and Final Judgment in full and shall have the full force of an Order of this Court.

12. **Class Counsel and Class Representative**. The Court reaffirms its preliminary appointment of Alexander E. Wolf and William J. Edelman of Milberg, PLLC as Class Counsel for the

Settlement Class. The Court also reaffirms its preliminary appointment of Christina Chiechi as the Class Representative for the Settlement Class.

13. **Class Relief**. Pursuant to the schedule and terms in the Settlement Agreement, Defendant shall activate the Credit Benefits for all Settlement Class Members who did not submit a claim for a Cash Benefit and the Settlement Administrator, CPT Group, Inc., shall distribute the Cash Benefits to all Settlement Class Members who submitted a timely and valid claim.

14. **Releases**:

a. "Released Claims" means and includes any and all claims, demands, rights, damages, obligations, suits, debts, liens, and causes of action under common law, statutory law, or any other law or regulation (including federal, state, or local) of every nature and description whatsoever, including monetary, injunctive, or equitable claims, and whether ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, held by the Releasing Parties that were asserted or reasonably could have been asserted against the Released Parties in the Action, or that arise out of or are reasonably related to the acts, omissions, facts, matters, transactions, or occurrences which were alleged or referred to in the Action, or that otherwise arise out of or are reasonably related to Defendant's reference, sale or market prices, discounting or sale practices, or representations, advertising or marketing thereof, on www.AlbanyPark.com, during the Class Period, including but not limited to alleged violations of California's Unfair Competition Law or False Advertising Law or similar federal or state laws or regulations, alleged claims for unjust enrichment, and any claims for monetary, injunctive, or equitable relief. SA § I.Z.

b. Upon the Effective Date, and in consideration of this Settlement including the activation of Credit Benefits, payment of Cash Benefits, and other consideration, the sufficiency of which is hereby acknowledged, and the mutual promises contained in this Settlement Agreement, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order and Final Approval shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. In connection with the Released Claims, each Releasing Party shall be deemed as of the Effective Date to have expressly, knowingly, and voluntarily waived any and all provisions, rights and

benefits conferred by Section 1542 of the California Civil Code, and any other statute, rule, and legal doctrine similar, comparable, or equivalent to Section 1542. SA § III.D.

c. The terms of the releases in the Settlement Agreement are specifically incorporated herein by this reference.

15. Each and every Settlement Class Member, and any person actually or purportedly acting on behalf of any Settlement Class Member(s), is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Agreement, this Final Approval Order, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

16. The Settlement Agreement (including, without limitation, its exhibits), and any and all negotiations, documents and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the claims asserted by Plaintiff in the Action, and evidence relating to the Agreement shall not be used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of enforcing the terms and conditions of the Agreement, the Preliminary Approval Order and/or this Order and Judgment.

17. **Attorneys' Fees and Costs.** An award of $1,500,000 in combined attorneys' fees and reasonable litigation expenses and costs to Class Counsel is fair and reasonable in light of the nature of this Action, Class Counsel's experience and efforts in prosecution the Action, and the benefits obtained for the Settlement Class. See Plaintiff's Motion for Attorneys' Fees, Costs, and Service Award (ROA 28–32). This fee award shall be paid by Defendant pursuant to the schedule in the Settlement Agreement.

18. **Service Award.** A service award to the Class Representative in the amount of $5,000 is fair and reasonable in light of (1) the Class Representative's risks in commencing this Action (including professional, emotional, and financial); the time and effort spent by the Class Representative in litigating this Action; and (c) the Class Representative's public interest service. See Plaintiff's Motion for

Attorneys' Fees, Costs, and Service Award (ROA 28–32). The service award shall be paid by Defendant pursuant to the schedule in the Settlement Agreement.

19. **Court's Jurisdiction.** Pursuant to Cal. Rules of Court, Rule 3.769(h), the Court retains jurisdiction over this Action, the Parties, and all matters arising out of the Settlement Agreement and Final Judgment.

NOW, THEREFORE, the Court, finding no reason exists for delay, hereby directs the Clerk to enter this Final Judgment forthwith.

Dated: 10/23/24

HON. WENDY M. BEHAN
JUDGE OF THE SUPERIOR COURT