

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO
Chiechi v. Edloe Finch LLC d/b/a Albany Park, Case No. 25CU057205C

A Superior Court authorized this notice. This is not a solicitation from a lawyer.

If you made a purchase from www.AlbanyPark.com from June 21, 2020 through October 31, 2024, you may be entitled to compensation from a class action settlement

- Edloe Finch LLC d/b/a Albany Park (“Defendant”) has agreed to pay \$14,993,930 in settlement awards (“Settlement Awards”) to Settlement Class Members to fully resolve and release the claims of all persons nationwide who purchased one or more products from AlbanyPark.com during the time period set forth above (“Class Period”), as described in the settlement agreement (“Settlement”).
- Settlement Class Members will each receive a \$115 settlement benefit. Settlement Class Members will receive their settlement benefits in a \$115 voucher for store credit that can be applied towards any future purchase on AlbanyPark.com for a period of 18 months after the Court’s final approval of the Settlement (“Credit Benefit”). Alternatively, upon election and through submission of a qualifying claim form, a Settlement Class Member may elect to receive \$115 in cash, issued electronically or by check (“Cash Benefit”). More information about the Credit Benefits and Cash Benefits, including limits and restrictions, is set forth below.
- The Settlement resolves a lawsuit alleging that Defendant misleadingly advertised various discounts for merchandise on its website. The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.
- Your legal rights may be affected whether you act, or don’t act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

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DO NOTHING	If you do nothing, you will automatically receive a \$115 voucher for store credit which can be applied towards any future purchase made on AlbanyPark.com for a period of 18 months after the approval of the settlement by the Court. By doing nothing, you will give up certain rights to sue Defendant.
SUBMIT A CLAIM FORM	If you submit a valid Claim Form by August 18, 2026 and elect to receive the Cash Benefit, you will receive a \$115 cash payment in the form of an electronic payment or check. By submitting a Claim Form, you will give up certain rights to sue Defendant.
EXCLUDE YOURSELF FROM THE CASE	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is August 18, 2026
OBJECT TO THE SETTLEMENT	Submit a statement to the Court (with a copy to the Settlement Administrator) about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a settlement benefit. The deadline for objecting is August 18, 2026.

QUESTIONS? VISIT WWW.CHIECHICLASSACTIONSETTLEMENT.COM

BASIC INFORMATION

1. Why was this notice issued?

This notice was issued because a Court has conditionally “certified” this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you purchased any items from www.AlbanyPark.com while in the United States between June 21, 2020 through October 31, 2024, you may have legal rights and options in this case. This Notice explains all these issues. Judge Wendy M. Behan of the California Superior Court, County of San Diego, is overseeing this class action. The case is known as *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 25CU057205C (the “Action”). The person who sued is called the Plaintiff or Class Representative. The company sued, Edloe Finch LLC d/b/a Albany Park, is called the Defendant.

2. Why is this a class action?

In a class action, one or more people, called “Class Representatives,” sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only. More information about why this is a class action can be found in the Court’s Preliminary Approval Order, which is available at www.ChiechiClassActionSettlement.com.

3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks she would have prevailed at trial. Defendant thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Class Members will receive compensation. The Class Representative and their attorneys think the Settlement is best for all Class Members.

THE CLAIMS IN THE LAWSUIT

4. What is the lawsuit about?

The lawsuit claims that Defendant deceptively advertised various discounts for its products on its website, AlbanyPark.com, including the amount of the discount. The lawsuit claims that Defendant violated the California Consumers Legal Remedies Act, California False Advertising Law, and California Unfair Competition Law, and also asserts claims against Defendant for common law fraud and unjust enrichment. Defendant denied these claims and denies any liability or wrongdoing whatsoever. More information can be found in the Complaint, available at www.ChiechiClassActionSettlement.com.

MEMBERS OF THE SETTLEMENT CLASS

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

The Court has certified this case for settlement purposes only as a class action. The class (the “Settlement Class”) is defined 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. Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; 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

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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.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the terms of the Settlement, Settlement Class Members will each receive a \$115 settlement benefit. Settlement Class Members will receive their settlement benefits in either (a) store credit that can be applied towards any future purchase made on AlbanyPark.com (“Credit Benefit”); or (b) if elected, cash via electronic payment or check (“Cash Benefit”). Credit Benefits are freely transferrable, have no blackout dates, and expire 18 months after activation. Credit Benefits can be combined with any other discount or offer available on AlbanyPark.com, but only one Credit Benefit can be used per transaction. Credit Benefits are one-time use.

All Settlement Class Members will receive the Credit Benefit which can be redeemed upon activation. Settlement Class Members can decide to convert their Credit Benefit to a Cash Benefit. To be eligible to receive the Cash Benefit, you must submit a valid and timely Claim Form, as instructed below. Defendant estimates there are 130,382 Settlement Class Members, so the total amount of Cash Benefits and Credit Benefits will be approximately \$14,993,930.

Any Settlement Awards paid by check will expire 180 calendar days from the date the settlement checks are issued. Any funds remaining because of uncashed checks for 180 days shall escheat to the State of California as unclaimed funds pursuant to California Code of Civil Procedure section 1510, et seq.

In addition to the Settlement Awards, Defendant agreed to pay notice and administration costs, a \$5,000 service award to the Class Representative, and an award of attorneys’ fees and expenses of up to \$1,500,000. Payment of these costs and fees will not reduce the value of the Cash and Credit Benefits that Settlement Class Members will receive.

Settlement Class Members are directed to consult their own tax advisors regarding the tax consequences and any tax reporting obligations of the Settlement, if any.

7. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant (including its various owners, employees, affiliates, and others described in the Settlement Agreement) asserting a released claim. It also means that all the Court’s orders will apply to you and legally bind you. If you sign the Claim Form or do nothing, you will agree to release Defendant from any and all claims under state and federal law that arise out of or are reasonably related to pricing, advertising, marketing, or sale practices at issue in this Action.

THE LAWYERS REPRESENTING YOU

8. Do I have a lawyer in this case?

Yes. The Court has appointed Alexander E. Wolf and William J. Edelman of Milberg, PLLC as “Class Counsel” to represent you and the Settlement Class in this case. These lawyers have experience handling similar cases. More information about these lawyers and their law firms is available at www.milberg.com.

9. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

QUESTIONS? VISIT WWW.CHIECHICLASSACTIONSETTLEMENT.COM

10. How will the lawyers be paid?

Class Counsel will ask the Court to approve an award of up to \$1,500,000 in attorneys' fees and costs. Class Counsel will also ask the Court to approve a \$5,000 service award to the Class Representative. These fees and costs will be paid by Defendant and will be in addition to the settlement payments described above. The Court may award less than these amounts.

HOW TO CHOOSE YOUR SETTLEMENT AWARD

11. How can I get compensation under the Settlement?

You will automatically receive a Settlement Award in the form of a \$115 voucher for store credit, which can be applied towards any future purchase on AlbanyPark.com and is valid for 18 months after activation of the store credit. Alternatively, a Claim Form is available on the internet at www.ChiechiClassActionSettlement.com to elect a Cash Benefit. Read the instructions carefully, fill out the form, sign it, and submit it online no later than August 18, 2026. You may also submit a Claim Form by mail if postmarked by no later than August 18, 2026. To receive a Cash Benefit, each Settlement Class Member must provide sufficient information on the Claim Form to allow the Settlement Administrator to verify that the Settlement Class Member purchased one or more products from AlbanyPark.com during the Class Period. Failure to submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving the Credit Benefit by default.

Any Settlement Awards paid by check will expire 180 calendar days from the date the settlement checks are issued. Any funds remaining because of uncashed checks for 180 days shall escheat to the State of California as unclaimed funds pursuant to California Code of Civil Procedure section 1510, et seq.

12. When would I receive compensation?

The Court has scheduled a hearing on October 23, 2026 at 10:15 a.m. to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Settlement Awards will be activated and distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at www.ChiechiClassActionSettlement.com. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

If you do not want a Settlement Award under this Settlement, and you want to keep the right to sue or continue to sue Defendant regarding the alleged pricing, advertising, marketing, or sale practices that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a written statement via email and/or U.S. Mail to the Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; (c) states the name and case number of this Action; (d) include the Settlement Class Member's unique CPT ID number provided by the Settlement Administrator; and (e) includes the statement "I/we request to be excluded from the class settlement in *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 25CU057205C (San Diego Superior Court)." No request for exclusion will be valid unless all the information described above is included.

QUESTIONS? VISIT WWW.CHIECHICLASSACTIONSETTLEMENT.COM

You must mail your exclusion request postmarked no later than August 18, 2026 to the Settlement Administrator at the following address:

Chiechi v. Albany Park
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
1- 888-593-1070

14. If I exclude myself, do I still receive benefits from this Settlement?

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not agree with the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection with the Court, and sending a copy to the Settlement Administrator (by mail or email). You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and must timely submit a Claim Form in order to obtain a Cash Benefit.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 25CU057205C (San Diego Superior Court); (b) be filed with the Court and a copy sent to the Settlement Administrator (electronically or by mail); and (c) be filed and postmarked on or before August 18, 2026. The Settlement Administrator's mailing address is below:

Chiechi v. Albany Park
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
1- 888-593-1070

Written objections must also contain: (1) your full name, address and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs or other documents upon which the objection is based (if any); (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) attestation of facts or other proof of membership in the Class, including but not limited to the Settlement Class Member's unique claim ID number provided by the Settlement Administrator; (7) a list of all objections filed by you and your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney's signature (if any).

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

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and is eligible to receive a Settlement Award.

QUESTIONS? VISIT WWW.CHIECHICLASSACTIONSETTLEMENT.COM

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will automatically receive a Settlement Award in the form of a \$115 voucher for store credit, which can be applied towards any future purchase on AlbanyPark.com and is valid for 18 months after activation of the store credit. If you do nothing by August 18, 2026, you will have given up your right to elect to receive the Cash Benefit. You will also remain a member of the Settlement Class and you will give up your rights to sue Defendant.

THE FINAL APPROVAL HEARING

18. Where and when is the Final Approval Hearing?

The Court has already given Preliminary Approval to the Settlement Agreement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement.

The Court has scheduled a hearing on **October 23, 2026, at 10:15 a.m.**, before Judge Wendy M. Behan, in courtroom number C-66 of the Superior Court of California, County of San Diego, located at 330 W Broadway, San Diego, CA 92101. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class; to determine the amount of compensation for Class Counsel; rule on the request for a Service Award (also known as an Incentive Award) for the Class Representative. At that hearing, the Court may hear any objections and arguments concerning the fairness of the proposed Settlement. After the hearing, the Court will decide whether to approve the Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THE FINAL APPROVAL HEARING TO RECEIVE BENEFITS FROM THIS SETTLEMENT. Please be aware that the hearing may be postponed or rescheduled to a later date without notice. Please check the Settlement Website for details.

GETTING MORE INFORMATION

This Long Form Notice only provides a summary of the proposed Settlement. Complete details about the Settlement can be found in the Settlement Agreement available on the Settlement Website.

www.ChiechiClassActionSettlement.com

If you have any questions, you can contact the Settlement Administrator. You may also contact Class Counsel at the numbers or email addresses set forth below. In addition to the documents available on the Settlement Website, all pleadings and documents filed in this lawsuit may be reviewed or copied by accessing the court docket at <https://roa.sdcourt.ca.gov/roa/>, or by visiting the office of the clerk at 330 W Broadway, San Diego, CA 92101.

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

All questions about the Settlement should be referred to the Settlement Administrator and/or Class Counsel.

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