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SUPERIOR COURT OF THE STATE OF CALIFORNIA
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

**DECLARATION OF ALEXANDER E.
WOLF IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT**

IMAGED FILE

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

1 I, Alexander E. Wolf, declare as follows:

2 1. I am a partner of the law firm of Milberg, PLLC (“Milberg”). I am the lead attorney for
3 Plaintiff and Class Counsel for the Settlement Class. I submit this declaration in support of Plaintiff’s
4 Unopposed Motion for Final Approval of Class Action Settlement. Except as otherwise noted, I have
5 personal knowledge of the facts set forth in this declaration and could testify competently to them if
6 called upon to do so.

7 **The Litigation**

8 2. On June 21, 2024, Plaintiff filed a putative class action lawsuit against Defendant in the
9 United States District Court for the Central District of California (the “Federal Action”).¹ Defendant owns
10 and operates www.AlbanyPark.com, an e-commerce website that sells home furnishings like sofas,
11 ottomans, and chairs to consumers in California and nationwide. As confirmed by Defendant’s website
12 and LinkedIn page, Defendant has a significant presence in California including its principal place of
13 business and corporate headquarters.² The Federal Action asserted the instant claims for false and/or
14 deceptive advertising on AlbanyPark.com, but also included unfair competition claims for which federal
15 courts have been held to lack equitable jurisdiction. There, Defendant denied all liability or wrongdoing
16 of any kind and further denied that Plaintiff or any putative class member has been damaged in any
17 amount. Defendant continues to maintain that the challenged advertising practices are not deceptive or
18 misleading as a matter of law, were undertaken in good faith, and, importantly, caused no economic harm.

19 3. The Parties engaged in litigation and negotiations over a fourteen-month period relating
20 to the facts and legal issues in the Action and Federal Action. In the interest of efficiency and judicial
21 economy, the Parties agreed to explore a potential resolution through mediation with an experienced
22 neutral, the Hon. Charles “Tim” McCoy (Ret.) of JAMS, on September 30, 2025. Prior to the mediation,
23 the Parties exchanged formal and informal discovery, including Defendant’s sworn discovery responses,
24 sales records, and company practices relevant to the claims and allegations, and further discussed the
25

26 ¹ All capitalized terms have the same meaning as set forth in the Settlement Agreement (“SA” or
27 “Agreement”) previously filed at ROA 19 Ex. 1.

28 ² E.g., <https://www.linkedin.com/company/albany-park-home> (company headquarters in California); <https://www.albanypark.com/pages/our-story> (accord).

1 nature of the challenged advertising in detail. The Parties also drafted and exchanged comprehensive
2 mediation briefs.

3 4. I and my team also spent significant time and effort tracking and analyzing Defendant's
4 historical advertising spanning three years, assessing Defendant's arguments, and researching the
5 merits—including an analysis of case law, academic literature, and court-approved settlements. This
6 effort also included an examination and assessment of over 100 pages of historical data on the Internet
7 Archive's Wayback machine, plus our independent review of the AlbanyPark.com website. As a result
8 of this detailed factual investigation and legal analysis, I was able to assess thoroughly the claims of
9 Settlement Class Members, Defendant's marketing practices, and Defendant's defenses.

10 5. The Parties tentatively reached a settlement in principle at mediation. Following mediation
11 and extensive arm's-length negotiations, the Federal Action was voluntarily dismissed without prejudice
12 and was refiled as the Action in California state court to ensure that the court overseeing approval of the
13 Settlement has jurisdiction over all claims, including equitable claims under the UCL and FAL. On March
14 20, 2026, the Parties executed the Settlement Agreement.

15 6. The Settlement Agreement was heavily negotiated, including the store credit voucher
16 value, the duration and terms applicable to the credits, the cash value, the notice plan (including the
17 language of the Long Form Notice and Short Form Notice), and the automatic distribution of store credit
18 vouchers and optional claims process. The Parties did not negotiate Class Counsel attorneys' fees and
19 costs until after agreeing on the material terms of the Settlement for the Settlement Class.

20 7. The Settlement Agreement is the result of arm's-length negotiations between counsel who
21 are experienced in consumer class actions. While the negotiations were always collegial, cordial, and
22 professional, there is no doubt that they were adversarial in nature, with both parties forcefully advocating
23 the position of their respective clients.

24 **The Settlement**

25 8. A true and correct copy of the Settlement Agreement was previously filed as Exhibit 1 to
26 my declaration in support of Motion for Preliminary Approval of Class Settlement, dated March 30, 2026
27 (ROA 19 Ex. 1). The Settlement was preliminarily approved by the Court on May 29, 2026 (ROA 27).
28

1 9. Under the Agreement, Settlement Class Members each automatically received a \$115 store
2 credit voucher, totaling \$14,952,300 in automatically distributed vouchers for the 130,020 Settlement
3 Class Members.³ Settlement Class Members also had the option to submit a claim for a \$115 cash refund
4 in lieu of the vouchers during the 60-day claim period. In other words, Defendant made or will make
5 payments to Settlement Class Members in one of two ways, at the Settlement Class Member's election:
6 (1) do nothing, and automatically receive a \$115 voucher in the form of store credit that can be used on
7 any purchase on AlbanyPark.com, or (2) file a claim during the 60-day claim period and receive a cash
8 payment of \$115. The Settlement also provides up to an additional \$1,566,000 to cover notice and
9 administration costs (\$61,000), a service award to the Class Representative as approved by the Court
10 (\$5,000), and any award of attorneys' fees, costs, and expenses (\$1,500,000)—all without reducing the
11 amounts of the direct payments made to Settlement Class Members. Thus, the total value of the Settlement
12 is \$16,518,300.

13 10. The store credit vouchers are designed to be flexible. They are freely transferrable, have
14 no blackout dates, and expire 18 months after activation. SA § III.H.3. They also can be combined with
15 any other future discount or offer available to the public on AlbanyPark.com. *Id.* To ensure Settlement
16 Class Members received their Credit Benefits, the Settlement Administrator confirmed distribution of the
17 store credit vouchers as part of the class notice plan, specifically, a discount code sent to the email address
18 associated with the Settlement Class Member's most recent purchase, or by mail where email was
19 undeliverable. The store credit vouchers also provide real value because sofas, couches, and home décor
20 (like that offered on AlbanyPark.com) are not the type of goods that a consumer purchases only once in
21 a lifetime. Further, AlbanyPark's furniture, in particular, has received favorable ratings from neutral
22 reviewers like CNN Underscored.⁴

24 ³ Defendant initially estimated 130,382 total Settlement Class Members as reflected in the
25 Agreement. SA § III.H.1. In the course of compiling the class notice list with the Settlement
Administrator, Defendant has since confirmed there are 130,020 unique Settlement Class Members.

26 ⁴ Chelsea Stone, CNN Underscored Review (Nov. 28, 2025), available at
27 <https://www.cnn.com/cnn-underscored/home/albany-park-kova>. "For me, the Albany Park Kova lives up
28 to the hype it's received on social media. It's priced well; comes in a variety of sizes, configurations and
fabrics; assembly was more than manageable; the upholstery is impressively durable; and most
importantly, it's really, really comfortable." *Id.*

1 11. Based on sales data provided by Defendant, a \$115 store credit voucher (or cash refund)
2 equates to about 7% of the average product price during the Class Period, and about 5% of the average
3 revenue per Settlement Class Member. As such, I believe this is a great result for Settlement Class
4 Members, and well within the range of reasonableness. And the Settlement is especially meaningful in
5 that it provides value to every Settlement Class Member without the need to make a claim.

6 12. As of the date of filing, I have received no objections to the Settlement Agreement in
7 general, and no objections to the proposed attorneys' fees (the amount of which was made known to the
8 Settlement Class via the Court-approved notice program and unopposed by Defendant) in particular. The
9 deadline to submit any objection was August 18, 2026.

10 13. Following entry of the Preliminary Approval Order, the Settlement Administrator (CPT)
11 implemented the notice plan and claims process as approved by the court and as detailed in the
12 accompanying Declaration of Alejandra Zarate of CPT Group, Inc.

13 14. The outcome here is excellent given the risks and challenges presented by continued
14 litigation. While Plaintiff's Counsel is very confident in the strength of the case, Defendant raised multiple
15 arguments regarding liability and damages, and whether a class could be certified. For example,
16 Defendant argued that their advertising caused no injury and was not deceptive because it was a fair
17 assessment of value in the marketplace, and a litigation class could not be certified in part because Plaintiff
18 could not show classwide liability, damages, or restitution. While Plaintiff disagrees with these
19 arguments, counsel recognizes that to succeed on the claims, Plaintiff must prevail on several substantive
20 arguments, successfully certify a class over Defendant's objections, and win at trial. Even then, there is
21 the possibility of appeal.

22 15. It is my informed opinion that the Settlement is fair, adequate, and reasonable, and the
23 Settlement is in the best interests of the Settlement Class. My years of experience representing individuals
24 in complex class actions contributed to an awareness of Plaintiff's settlement leverage, as well as the
25 needs of Plaintiff and the Settlement Class. While I believe in the merits of this case, I am also aware that
26 a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation
27 with the attendant risk of drawn-out appeals.

1 16. I believe this Settlement is a positive resolution for the Settlement Class and falls
2 comfortably within the range of reasonableness and represents a fair and reasonable discount from the
3 potential recovery, particularly given the risk that Plaintiff and the Settlement Class prevail on liability
4 but suffered no financial loss.

5 **Attorneys' Fees, Costs, and Service Award**

6 17. Under the Settlement, my firm may seek up to \$1,500,000 in attorneys' fees and costs,
7 subject to Court approval. My firm also may seek a \$5,000 service award for the Class Representative.
8 These requests are detailed in Plaintiff's Unopposed Motion for Attorneys' Fees, Costs, and Service
9 Award, previously filed on August 3, 2026. ROA 28–31. As explained therein, Class Counsel respectfully
10 requests \$1,500,000 in combined attorneys' fees and costs (specifically, \$1,488,909 in attorneys' fees and
11 \$11,091 in costs), and a \$5,000 service award to the Class Representative.

12 18. I believe that Ms. Chiechi diligently and adequately participated in and prosecuted this
13 action on behalf of herself and the Settlement Class. She understands that her role as Class Representative
14 is to remain informed regarding the litigation and assist Class Counsel in the interest of the Settlement
15 Class. She has stayed abreast of the proceedings thus far and is a willing participant. She consulted on the
16 drafting of, and reviewed, the operative Complaint. She gathered and provided information, and
17 responded to requests for information, from Class Counsel. She provided information to Class Counsel
18 in the lead up to mediation and settlement negotiations and follow-up negotiations with defense counsel.
19 She understands that she cannot have any legal conflicts with the Settlement Class and there is no
20 evidence in the record that Ms. Chiechi harbors any antagonistic interest. She also shares the common
21 goal with the Settlement Class to pursue truthful advertising regarding retailers' discount pricing
22 practices. Beyond that, she undertook substantial risks to her reputation in the public domain and thrust
23 herself into active litigation to enforce an important right for the benefit of the general public. Importantly,
24 the Settlement Class would likely recover nothing had Ms. Chiechi not stepped up to pursue this class
25 action litigation. Thus, I believe she should be named Class Representative and, in recognition of her
26 efforts, receive a \$5,000 service award.

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20. I joined the plaintiffs' class action bar in early 2023 after practicing for over eight years at two prominent defense firms, DLA Piper LLP and Akin Gump Straus Hauer and Feld LLP, where I represented public and private companies in consumer class actions. I also served as a contributing author for the California Unfair Competition Law and False Advertising Law chapters of Westlaw's Practical Law treatise while at DLA Piper.

22. I also have meaningful experience representing consumers in false discounting class actions like the instant matter and have a deep understanding of the claims and defenses. *E.g.*, *Shelby Cline et al. v. Torrid LLC*, No. 25CV10315 (Multnomah Cty. Oregon) (appointed class counsel in deceptive pricing class action and final approval granted for \$11 million settlement in 2025); *Hampton*

1 *v. Mattress Firm Inc.*, No. 25CU003462C (San Diego Sup. Ct.) (appointed class counsel in deceptive
2 pricing class action and final approval granted for \$5.5 million settlement in 2025); *Poulopoulos v.*
3 *OpticsPlanet, Inc.*, No. 2:24-cv-02511-JLS-KS, 2024 WL 3822774 (C.D. Cal. Aug. 8, 2024) (order
4 denying defendant's motion to dismiss in false discounting class action); *Mitchell v. NY & Co Ecomm*
5 *LLC*, No. CV2310117MWFMRWX, 2024 WL 1328333 (C.D. Cal. Mar. 26, 2024) (order denying
6 defendants' motion to dismiss in false discounting class action); *Hull v. RC Ecommerce LLC*, No. 37-
7 2024-00023597-CU-MC-CTL (San Diego. Sup. Ct.) (appointed class counsel and settlement approved
8 in false discounting class action).

9 23. Additionally, while at DLA Piper, I defended against false discounting claims. *See Barr*
10 *v. SelectBlinds LLC*, No. 2:22-cv-08326-SPG-PD (C.D. Cal.) (class settlement approved in 2024).

11 24. As a former defense attorney, my experience includes counseling Apple, Danone,
12 Chipotle, Bayer, Lufthansa and other companies across the consumer electronics, food and beverage, and
13 hospitality sectors in false advertising, unfair competition, and data privacy matters. *E.g., Price v. Apple*
14 *Inc.*, No. 4:21-cv-02846-HSG (N.D. Cal.); *Williams v. Apple Inc.*, No. 20STCV43431 (Los Angeles Sup.
15 Ct.); *Andino v. Apple Inc.*, No. 2:20-CV-01628-JAM-AC (E.D. Cal.); *Julian v. TTE Technology, Inc.*
16 *d/b/a TCL North America*, No. 3:20-cv-02857-EMC (N.D. Cal.); *Andrade-Heymsfield v. Danone US,*
17 *Inc.*, No. 3:19-cv-00589-CAB-WVG (S.D. Cal.); *Maree v. Deutsche Lufthansa AG*, No. 8:20-cv-00885-
18 MWF-MRW (C.D. Cal.).

19 25. With the knowledge and experience developed as a leading defense attorney, I believe I
20 am qualified to successfully represent aggrieved consumers in class action litigation. I have represented
21 both plaintiffs and defendants in more than 30 class action lawsuits in state and federal courts throughout
22 the United States.

23 **Milberg Firm Experience and Qualifications**

24 26. In addition to my personal qualifications, I bring the support and resources of Milberg to
25 this case on behalf of the putative class. Milberg is widely recognized as a leader in defending the rights
26 of victims of corporate and other large-scale wrongdoing, repeatedly taking the lead in landmark cases
27 that have set groundbreaking legal precedents, prompting changes in corporate governance, and
28

1 recovering over \$50 billion in verdicts and settlements.⁵

2 27. Milberg attorneys have served as Lead Counsel, Co-Counsel, or Class Counsel on
3 hundreds of complicated and complex class actions. These cases include, for example: *Tabak v. Apple*
4 *Inc.*, Case No. 4:19-cv-02455 (N.D. Cal. 2023) (co-lead counsel and reaching \$35 million class
5 settlement); *In Re: Arthur J. Gallagher Data Breach Litigation*, No. 1:22-cv-00137 (N.D. Ill. 2025) (co-
6 lead counsel and reaching \$21 million class settlement in data breach action). My firm's resume is
7 attached as Exhibit 2 to my prior-filed Declaration of Alexander E. Wolf in support of Motion for
8 Preliminary Approval of Class Settlement, dated March 30, 2026. ROA 19 Ex. 2.

9 28. My experience and Milberg's experience collectively compare favorably with any law
10 firm in the country. The firm has ample resources (both financial and personnel, with over 50 domestic
11 attorneys at the firm) to fully and adequately represent the interests of the Settlement Class.

12 29. I am, and my firm is, fully aware of the resources that will be required to bring this case
13 to a successful conclusion and the Court should have no reservations that my firm has and is willing to
14 commit those resources for the benefit of the Settlement Class.

15 * * *

16 I declare under penalty of perjury of the laws of the State of California that the foregoing is to my
17 knowledge true and correct. Executed September 25, 2026.

18
19 
20 _____
21 Alexander E. Wolf
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28 ⁵ See <https://milberg.com/outstanding-recoveries/>.