

9/28/2026 11:33:12 AM

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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

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

IMAGED FILE

Date: October 23, 2026

Time: 10:15 a.m.

Dept.: C-66

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1 **I. INTRODUCTION.**

2 On May 29, 2026, the Court preliminarily approved the class action settlement in this consumer
3 class action alleging false discounting practices brought by Plaintiff¹ Christina Chiechi. ROA 27. The
4 Settlement required Defendant Edloe Finch LLC d/b/a Albany Park (“Defendant” or “Albany Park”) to
5 automatically distribute \$115 store credit vouchers to all Settlement Class Members² without any
6 requirement to submit a claim. SA § III.H.1. Those Settlement Class Members who preferred a cash
7 refund were able to submit a Claim Form to elect a \$115 cash payment in lieu of the voucher. *Id.* As
8 such, the Settlement provides \$14,952,300 in direct benefits to the Settlement Class. The Settlement also
9 provides up to an additional \$1,566,000 to cover notice and administration costs (\$61,000), a service
10 award to the Class Representative (\$5,000), and attorneys’ fees, costs, and expenses to Class Counsel (up
11 to \$1,500,000), as approved by the Court—all without reducing the distributions to Settlement Class
12 Members. *Id.* §§ III.K.1 (attorneys’ fees and costs), III.K.2 (service award), and III.I.5 (notice and
13 administration costs). In other words, under the Settlement, Defendant is to provide up to \$16,518,300 in
14 combined benefits to the Settlement Class, notice and administration costs, service award to the Class
15 Representative as approved by the Court, and any award of attorneys’ fees, costs, and expenses as
16 approved by the Court. Declaration of Alexander E. Wolf in support of Motion for Final Approval (“Wolf
17 Decl.”) ¶ 9. Plaintiff now respectfully seeks final approval of the Settlement.

18 Following preliminary approval, the Settlement Administrator executed the Class Notice plan
19 pursuant to the Agreement. Declaration of Alejandra Zarate on behalf of CPT Group, Inc. regarding
20 Settlement Administration (“Zarate Decl.”) ¶¶ 3-28. Notice was provided to the Settlement Class via
21 email, postcard, a dedicated website, and various other means required by the Agreement. *Id.* Of note,
22 direct notice via email or postcard was successfully delivered to 129,867 Settlement Class Members,
23 resulting in 99.8% direct reach. *Id.* ¶ 18. The response from the Settlement Class has been entirely
24

25 ¹ All capitalized terms have the same meaning as set forth in the Settlement Agreement (“SA” or
26 “Agreement”) attached as Exhibit 1 to the previously-filed Declaration of Alexander E. Wolf in support
of Motion for Preliminary Approval, available at ROA 19 Ex. 1.

27 ² Defendant initially estimated 130,382 total Settlement Class Members. SA § III.H.1. In the
28 course of compiling the class notice list with the Settlement Administrator, the Parties confirmed there
are 130,020 unique Settlement Class Members. Zarate Decl. ¶¶ 4-5; Wolf Decl. ¶ 9 n.3.

positive. The Objection/Exclusion deadline was August 18, 2026 and no Settlement Class Members objected to, or opted out of, the Settlement. *Id.* ¶¶ 21-23. Thus, the Settlement’s strong relief coupled with this positive reaction by the Settlement Class favors final approval. *See Rihn v. Acadia Pharms. Inc.*, 2018 WL 513448, at *5 (S.D. Cal. Jan. 22, 2018) (granting final approval and noting “The reaction of Class Members has been positive. No objections have been filed and there has only been one request for exclusion.”) (citation omitted).

II. FACTUAL BACKGROUND AND PROCEDURAL HISTORY.

A. Plaintiff’s Claims and Allegations.

Defendant owns and operates www.AlbanyPark.com, an e-commerce website that sells home furnishings like sofas, ottomans, and chairs to consumers in California and nationwide. Compl. ¶¶ 2, 12-14. Plaintiff, a California consumer, visited the website and purchased a high-end sofa from Defendant on April 19, 2023. *Id.* ¶¶ 31-32. Plaintiff alleges the products sold on www.AlbanyPark.com were advertised with a comparison “reference price” in strikethrough text and a lower adjacent sale price. *Id.* ¶¶ 16-22. The products were also advertised as being discounted or on sale. *Id.* Plaintiff alleged that these practices misled consumers into believing, incorrectly, that the products were regularly sold on the website at the reference price and, relatedly, not regularly available at a discount. *E.g., id.* ¶¶ 17, 22-24, 26, 32, 105-106. According to Plaintiff, this use of strikethrough reference pricing, persistent discounting, and related advertising violated laws in California and nationwide, including the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (“UCL”), False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq. (“FAL”), Consumer Legal Remedies Act, Cal. Civ. Code § 1750 et seq. (“CLRA”), and common law misrepresentation and unjust enrichment. *Id.* ¶¶ 68-141. For the same reasons, Plaintiff alleges these practices violated Federal Trade Commission (“FTC”) regulations governing reference pricing and discount advertising. *Id.* ¶¶ 50-53. Plaintiff brought the instant action on behalf of a putative class of nationwide consumers who purchased products from the website. *Id.* ¶¶ 54-55.

B. Litigation, Settlement Negotiations, and Resolution.

On June 21, 2024, Plaintiff filed a putative class action lawsuit against Defendant in the United States District Court for the Central District of California (the “Federal Action”). Wolf Decl. ¶ 2. The Federal Action asserted the instant claims alleging false and/or deceptive advertising on AlbanyPark.com,

1 but also included unfair competition claims for which federal courts have been held to lack equitable
2 jurisdiction. *Id.*; see *Sonner v. Premier Nutrition Corp.*, 971 F.3d 834, 844 (9th Cir. 2020) (in contrast
3 with California state courts, federal courts sitting in diversity can only award equitable relief under the
4 UCL and FAL if there is no adequate legal remedy). There, Defendant denied all liability or wrongdoing
5 of any kind and further denied that Plaintiff or any putative class member has been damaged in any
6 amount. Wolf Decl. ¶ 2. Defendant continues to maintain that the challenged advertising practices were
7 lawful, not deceptive or misleading as a matter of law, were undertaken in good faith, and caused no
8 economic harm. *Id.*

9 The Parties engaged in litigation and negotiations over a fourteen-month period relating to the
10 facts and legal issues in the Action and Federal Action. *Id.* ¶ 3. In the interest of efficiency and judicial
11 economy, the Parties agreed to explore a potential resolution through mediation with an experienced
12 neutral, the Hon. Charles “Tim” McCoy (Ret.) of JAMS, on September 30, 2025. *Id.* Prior to the
13 mediation, the Parties exchanged formal and informal discovery, including Defendant’s sworn discovery
14 responses, sales records, and company practices relevant to the claims and allegations, and further
15 discussed the nature of the challenged advertising in detail. *Id.* The Parties also drafted and exchanged
16 comprehensive mediation briefs. *Id.* Class Counsel spent significant time and effort tracking and
17 analyzing Defendant’s historical advertising spanning three years, assessing Defendant’s arguments, and
18 researching the merits including an analysis of case law and academic literature. *Id.* ¶ 4. As a result,
19 Plaintiff was able to thoroughly assess the claims of the Settlement Class, Defendant’s marketing
20 practices, and Defendant’s defenses. *Id.*

21 The Parties tentatively reached a settlement in principle at mediation. *Id.* ¶ 5. Following mediation
22 and extensive arm’s-length negotiations, the Federal Action was voluntarily dismissed without prejudice
23 and was refiled as the Action in California state court to ensure that the court overseeing approval of the
24 Settlement has jurisdiction over all claims, including equitable claims under the UCL and FAL. *Id.* On
25 March 20, 2026, the Parties executed the Settlement Agreement. *Id.* The Agreement was heavily
26 negotiated, including the store credit voucher value, the duration and terms applicable to the credits, the
27 cash value, the notice plan, and the automatic distribution of store credit vouchers and optional claims
28 process. *Id.* ¶ 6. The Parties did not negotiate proposed Class Counsel attorneys’ fees and costs until after

agreeing on the material terms of the Settlement for the Class. *Id.*

C. The Preliminary Approval Order.

Plaintiff filed the Motion for Preliminary Approval of Class Settlement on March 30, 2026. ROA 17-21. The Court preliminarily approved the Settlement on May 29, 2026. ROA 27. In granting Plaintiff’s unopposed motion, the Court (1) provisionally certified the Settlement Class, (2) found the Settlement to be fair, reasonable, and adequate, (3) found that the proposed Notice program for the Settlement complied with due process, and (4) set the matter for a Final Approval Hearing on October 23, 2026. *Id.*

III. THE SETTLEMENT, ADMINISTRATION, AND NOTICE.

A. The Settlement Class.

The Settlement Class consists of “All persons nationwide who purchased one or more items from www.AlbanyPark.com during the Class Period.” SA § I.FF. The Class Period is June 21, 2020 through October 31, 2024. *Id.* § I.J. 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 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.” *Id.* § I.FF. There are 130,020 Settlement Class Members. Zarate Decl. ¶¶ 4-5; Wolf Decl. ¶ 9 n.3.

B. The Release.

The Agreement calls for a standard and tailored release of Settlement Class Members’ claims reasonably related to the Action and underlying marketing practices, which is copied below.

“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,

1 and any claims for monetary, injunctive, or equitable relief.
2 SA § I.Z.; *accord id.* § III.D.

3 **C. The Notice Plan was Implemented in Accordance with the Agreement.**

4 The Settlement Administrator provided notice to the Settlement Class as required by the
5 Agreement and Preliminary Approval Order. Zarate Decl. ¶¶ 3-20. AlbanyPark.com is an online retailer
6 and thus has contact information for nearly all Settlement Class Members. To effectuate the best possible
7 notice, Defendant provided the Settlement Administrator a list of Settlement Class Members with contact
8 information. *Id.* ¶ 4. The list initially identified 136,993 individuals. *Id.* After removing duplicate entries,
9 the Settlement Administrator identified the final list of 130,020 unique Settlement Class Members. *Id.* ¶
10 5. Using this list, the Settlement Administrator sent direct Email Notice to 125,655 Settlement Class
11 Members with valid email addresses. *Id.* ¶¶ 13-18. After accounting for the 2,902 emails that “bounced-
12 back,” Email Notice was successfully delivered to 122,753 Settlement Class Members, or 94.4% of the
13 Settlement Class. *Id.* The Settlement Administrator then mailed Postcard Notice to the 7,267 Settlement
14 Class Members in the Class List with a mailing address, but whose e-mail addresses were invalid or
15 whose Email Notice was undeliverable. *Id.*

16 In total, direct notice was delivered via email to 122,753 Settlement Class Members and via
17 postcard to an additional 7,114 Settlement Class Members, for a total of 129,867 Settlement Class
18 Members receiving direct notice of the Settlement. *Id.* ¶ 18. This near-universal notice equates to 99.8%
19 of the Settlement Class, *id.*, and is an excellent result and far more than is required. *See Edwards v. Nat’l*
20 *Milk Producers Fed’n*, 2017 WL 3623734, at *4 (N.D. Cal. June 26, 2017) (“notice plans estimated to
21 reach a minimum of 70 percent are constitutional”); *Dennis v. Kellogg Co.*, 2013 WL 6055326, at *5
22 (S.D. Cal. Nov. 14, 2013) (notice only need be “the ‘best practicable under the circumstances.’ It need
23 not be perfect.”) (citations omitted); *Hartless v. Clorox Co.*, 273 F.R.D. 630, 641 (S.D. Cal. 2011) (notice
24 sufficient where it was “estimated to reach 75-83 percent of the class.”).

25 The notice forms, which were approved by the Court in the Preliminary Approval Order, provided
26 information about the nature of the claims asserted in the lawsuit, a summary of the Settlement terms,
27 relevant deadlines as set by the Court, and a statement about the release of claims. Zarate Decl. ¶¶ 3-14
28 & Exs. A–D (Email Notice, Postcard Notice, Long Form Notice, and Claim Form); ROA 19 Ex. 1

(settlement agreement with notice exhibits). The notices also provided instructions on how Settlement Class Members could submit a claim, object, or opt out, along with respective deadlines. *Id.*

In addition to direct notice, the Settlement Administrator hosted a Settlement Website (www.ChiechiClassActionSettlement.com), email address, and telephone number dedicated to providing Settlement Class Members with information about the Settlement. Zarate Decl. ¶¶ 6, 7, 9–12. The Settlement Website provided relevant documents and notices concerning the Settlement, including the Complaint, Settlement Agreement, Preliminary Approval Order, Long Form Notice, and, after it was filed, Class Counsel’s Motion for Attorneys’ Fees, Costs, and Service Award. *Id.* ¶ 9. It addressed frequently asked questions concerning the claims in the lawsuit, the settlement benefits and structure, the release, how to file a Claim Form, how to opt-out or object to the Settlement, Class Counsel’s requested fees, and case deadlines. *Id.* ¶¶ 9–10. It provided a fillable version of the Claim Form that Settlement Class Members could easily fill out and submit online, or submit via mail if desired. *Id.* ¶ 11. It provided contact information for the Settlement Administrator and Class Counsel. *Id.* ¶¶ 9–10 & Exs. A–C. And Plaintiff’s Motion for Final Approval, supporting memorandum, and declarations promptly will be added to the Settlement Website after filing.

D. Benefits to the Settlement Class and Optional Claims Process.

In short, under the Agreement, all Settlement Class Members automatically received a \$115 store credit voucher (without the requirement to submit a claim) and had the option to elect \$115 cash in lieu of store credit during the 60-day claim period. SA §§ I.D, I.E, III.H.1–4, III.I.1; Zarate Decl. ¶¶ 19–26; Wolf Decl. ¶ 9.

The store credit vouchers (Credit Benefits) are designed to be flexible. They are freely transferrable, have no blackout dates, and expire 18 months after activation. SA § III.H.2–3. They will be activated within 21 days of the Effective Date of the Settlement. *Id.* They also can be combined with any future discount or offer available to the public on AlbanyPark.com. *Id.* To ensure Settlement Class Members received their Credit Benefits, the Settlement Administrator distributed the store credit vouchers as part of the class notice plan, specifically, a discount code sent to the email address associated with the Settlement Class Member’s most recent purchase, or by mail where email was undeliverable. *Id.* § III.H.2; Zarate Decl. ¶ 26; Wolf Decl. ¶ 10. Thus, the Settlement provides \$14,952,300 in direct

benefits to the Settlement Class. The claim period closed on August 18, 2026, with 2,713 Settlement Class Members submitting claims to elect Cash Benefits and the remainder electing Credit Benefits. Zarate Decl. ¶¶ 19–20, 24–26.

In addition, Defendant will separately pay up to \$1,500,000 in attorneys’ fees and costs as approved by the Court (SA § III.K.1), up to a \$5,000 service award to the Class Representative (*id.* § III.K.2), and the costs of notice and administration estimated at \$61,000 (*id.* § III.I.5). These payments will be separate from and on top of the Credit and Cash Benefits to Settlement Class Members but nonetheless benefit the Class. *See, e.g., Bell v. Redfin Corp.*, 2023 WL 8241534, at *5 (S.D. Cal. 2023) (notice and administration costs “were reasonably incurred for the benefit of the Class” and so should be included in the total value of the Settlement); *Consumer Priv. Cases*, 175 Cal. App. 4th 545, 553-54 (2009) (“If an agreement is reached on the amount of a settlement fund and a separate amount for attorney fees and expenses” then “the sum of the two amounts ordinarily should be treated as a settlement fund for the benefit of the class.”).

Accordingly, the Settlement requires Defendant to provide approximately \$16,518,300 in total value—i.e., combined benefits to the Settlement Class, notice and administration costs, a service award as approved by the Court, and any award of attorneys’ fees, costs, and expenses as approved by the Court.

E. Opt-Outs and Objections.

As explained above, Settlement Class Members were provided specific instructions on how to object or opt out of the Settlement, in both direct notice forms and on the Settlement Website. But not a single Settlement Class Member filed an objection or requested to be excluded from the Settlement, and the objection/exclusion deadline was August 18, 2026. Zarate Decl. ¶¶ 21–23.

F. Attorneys’ Fees and Class Representatives’ Service Awards.

Class Counsel requests \$1,500,000 in combined attorneys’ fees and costs (specifically, \$1,488,909 in attorneys’ fees and \$11,091 in costs), and a \$5,000 service award to the Class Representative. SA §§ III.K.1, III.K.2. These requests are detailed in Plaintiff’s Unopposed Motion for Attorneys’ Fees, Costs, and Service Award, filed August 3, 2026, and set for hearing concurrently with this motion. ROA 28–32. As explained therein, the reasonably requested fees are about 10% of the total value created by the settlement. *See, e.g., Chavez v. Netflix, Inc.* 162 Cal. App. 4th 43, 66 n.11 (2008) (“[F]ee awards in class

actions average around one-third of the recovery.”); *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. 2016) (granting fee award of 27% of the settlement amount in a similar deceptive pricing case); *McCall v. Michael Kors (USA), Inc.*, No. 25CU041352N (Super. Ct. S.D. County) (Wood, J.) (deceptive discounting case awarding 21.9% of total class benefits in fees); *Hampton v. Mattress Firm, Inc.*, No. 25CU003462C (Super. Ct. S.D. County) (Pollack, J.) (deceptive discounting case approving request for 15% of direct class benefits in fees).

IV. THE SETTLEMENT MERITS FINAL APPROVAL.

A. Standard for Final Approval of Class Action Settlements.

California policy favors settlement. *Bush v. Superior Court*, 10 Cal. App. 4th 1374, 1382 (1992). This is particularly true in class actions where substantial resources can be conserved by avoiding the time, cost, and rigors of formal litigation.

A class action may not be dismissed, compromised, or settled without the Court’s approval. Cal. Rules of Court, Rule 3.769(a). The California Rules of Court set forth the procedures for Court approval of a class action settlement: (1) the Court preliminarily approves the settlement; (2) class members receive notice as directed by the Court; and (3) the Court conducts a final approval hearing following briefing to confirm the proposed settlement. *See* Cal. Rules of Court, Rule 3.769(c), (e)-(g).

The decision to approve or reject a proposed Settlement Agreement is within the Court’s sound discretion. *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 239-40 (2001). The approval assessment does not require the trial court to adjudicate the merits of the underlying claims. *Id.*; *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1807 (1996). However, “the court must at least satisfy itself that the class settlement is within the ballpark of reasonableness.” *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 133 (2008) (internal citations omitted). In doing so, courts assess whether the settlement is “fair, adequate, and reasonable,” *Dunk*, 48 Cal. App. 4th at 1801, and are “free to engage in a balancing and weighing of factors depending on the circumstances of each case,” *Wershba*, 91 Cal. App. 4th at 245.

Such factors include “the strength of plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, [and] the experience and view of counsel . . .” *Dunk*, 48 Cal. App. 4th at 1801 (setting forth a non-exhaustive list of factors of

1 the court’s consideration at final approval). Courts give “[due] regard to what is otherwise a private
2 consensual agreement between the parties.” *Wershba*, 91 Cal. App. 4th at 245. The inquiry should be
3 limited “to the extent necessary to reach a reasoned judgment that the agreement is not the product of
4 fraud or overreaching by, or collusion between, the negotiating parties.” *Id.* (citation and internal
5 quotation marks omitted).

6 Finally, “[a] presumption of fairness exists where: (1) the settlement is reached through arm’s-
7 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
8 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.”
9 *Dunk*, 48 Cal. App. 4th at 1802 (citing Newberg on Class Actions (3d ed. 1992) § 11:41).

10 **B. The Settlement Remains Fair, Reasonable, and Adequate.**

11 Plaintiff respectfully submits that the Settlement meets these standards and should be finally
12 approved. The Court previously determined that the Settlement is fair, reasonable, and adequate at the
13 preliminary approval stage. ROA 27. That remains true following implementation of the notice plan.

14 **1. The Stage of the Proceedings is Sufficiently Advanced and the Settlement is**
15 **the Result of Arm’s-Length Negotiations.**

16 The stage of the proceedings at which this Settlement was reached favors approval. Prior to and
17 during the Federal Action, Plaintiff’s counsel conducted a thorough investigation of Defendant’s pricing
18 practices and tracked Defendant’s historical pricing. Wolf Decl. ¶¶ 2–7. Plaintiff’s counsel also
19 researched and analyzed the legal merits of the claims and defenses, including an assessment of academic
20 literature and case law. *Id.* Further using the information from the investigation and supplementing it with
21 information from discovery, Plaintiff’s counsel were able to assess the likelihood of prevailing at trial.
22 *Id.*; *See Hashemi v. Bosley, Inc.*, 2022 WL 18278431, at *5 (C.D. Cal. Nov. 21, 2022) (while “no formal
23 discovery took place,” the parties “did conduct informal pre-mediation discovery which generally
24 supports final approval.”); *Perks v. Activehours, Inc.*, 2021 WL 1146038, at *5 (N.D. Cal. Mar. 25, 2021)
25 (“Despite the relatively early stage of the litigation, Class Counsel obtained sufficient information to
26 make an informed decision about the Settlement and about the legal and factual risks of the case”).

27 Accordingly, Plaintiff and Plaintiff’s counsel are of the opinion that the Settlement is fair,
28 reasonable, and adequate, and is in the best interests of all Settlement Class Members considering the

1 facts and circumstances, including the risk of significant delay, the challenges posed by Plaintiff's
2 burdens of proof, the factual and legal defenses asserted by Defendant, and potential appellate issues.

3 Finally, the Settlement is the result of arm's-length negotiations between counsel who are
4 experienced in consumer class actions. Wolf Decl. ¶ 7. As explained above, the Settlement was reached
5 following formal discovery and informal discovery and settlement discussions that evaluated the
6 strengths and weaknesses of the case and culminated in a successful mediation. Plaintiff's counsel has
7 significant experience litigating and resolving consumer class actions, including multiple false
8 discounting cases. *Id.* ¶¶ 19–25. And Defendant's counsel are skilled and experienced attorneys at the
9 firm Dentons US LLP.

10 **2. The Settlement Value is Within the Acceptable Range Considering the Risk,**
11 **Expense, Complexity, and Likely Duration of Further Litigation.**

12 ***Settlement Value.*** As described above, the Settlement requires that Defendant provide
13 \$14,952,300 in distributed Credit Benefits/Cash Benefits to the Settlement Class—plus administration
14 expense, attorneys' fees and costs, and a service award, for a combined total of \$16,518,300. Wolf Decl.
15 ¶ 9; SA §§ III.H.1–4, III.K.1–2, III.I.5. Under the Agreement, the \$115 store credit vouchers were
16 automatically distributed to Settlement Class Members as part of the class notice plan. SA § III.H.2. The
17 vouchers are valid for 18 months after activation, can be transferred, and can be combined with any other
18 future discount available. *Id.* § III.H.3. And those who preferred cash submitted a Claim Form for a \$115
19 refund during the 60-day claim period. *Id.* §§ III.H.1, III.H.4, III.I.1. This is an outstanding result, as
20 \$115 equates to about 7% of the average product price during the Class Period. Wolf Decl. ¶ 11. And it
21 is especially meaningful in that it provides value to every Settlement Class Member without the need to
22 make a claim.

23 In the context of false discounting cases, the Credit Benefits are particularly appropriate because
24 they are tied to Plaintiff's theory of liability. Plaintiff does not allege there are physical problems with
25 the products. Instead, Plaintiff alleges that AlbanyPark.com deceptively advertised the products' regular
26 prices and discounts. Providing credits directly remedies this alleged deception by offering consumers
27 exactly what the lawsuit alleges they were deprived of—more value in the form of products.

Beyond that, the cash option provided Settlement Class Members with a reasonable alternative to the store credit. Indeed, 2,713 elected to receive Cash Benefits in lieu of Credit Benefits. Zarate Decl. ¶¶ 19–20. Moreover, to ensure all who wanted to convert to cash could do so, the Parties accepted valid cash claims received after the August 18, 2026 claims deadline up to September 22, 2026. *Id.* “[W]hen class members receive cash, as they have the option of doing here, there is no risk of their being forced to spend ‘more’ of their own money at all, much less on the defendant’s product.” *McKnight v. Uber Techs.*, 2021 WL 4205055, at *4 (N.D. Cal. Sep. 1, 2021).

Risks of Continued Litigation. The outcome here is excellent given the risks and challenges presented by continued litigation. While Plaintiff’s counsel is confident in the strength of the case, Defendant raised multiple arguments regarding liability and damages, and whether a class could be certified. For example, Defendant argued that its advertising caused no injury and was not deceptive because it was a fair assessment of value in the marketplace, and a class could not be certified in part because Plaintiff could not show classwide damages or restitution. Plaintiff disagrees with these arguments, but recognizes that to succeed on the claims, Plaintiff must prevail on several substantive arguments, successfully certify a litigation class over Defendant’s objections, and win at trial. Even then, there is the possibility of appeal. *See Kim v. Space Pencil, Inc.*, 2012 WL 5948951, at *5 (N.D. Cal. Nov. 28, 2012) (“The substantial and immediate relief provided to the Class under the Settlement weighs heavily in favor of its approval compared to the inherent risk of continued litigation, trial, and appeal . . .”); *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 966 (9th Cir. 2009) (length and expense of continued litigation favored settlement where parties still had to contend with a number of “serious hurdles” like summary judgment and appeal).

Notably, in deceptive discounting cases, there is meaningful risk that Plaintiff prevails on liability but suffered no financial loss. Stated differently, “[e]ven if plaintiff were to prevail at trial, there is a very real risk that plaintiff could recover nothing.” *Spann v. JC Penney Corp.*, 314 F.R.D. 312, 326 (C.D. Cal. 2016) (approving settlement in false discounting case); *Rael v. Children's Place, Inc.*, 2021 WL 1226475, at *7 (S.D. Cal. Mar. 31, 2021) (approving false discount settlement and acknowledging risk of continued litigation where the “state of the law regarding the appropriate method for calculating damages or restitution in these types of false pricing cases is in flux”); *Chowning v. Kohl’s Dep’t Stores, Inc.*, 2016

1 WL 1072129, at *12-13 (C.D. Cal. Mar. 15, 2016), *aff'd*, 733 F. App'x 404 (9th Cir. 2018) (in a false
2 discount case, granting defendant's motion for summary judgment and affirming on appeal because
3 "Plaintiff failed to demonstrate a viable measure of restitution"); *see also In re Tobacco Cases II*, 240
4 Cal. App. 4th 779, 802 (2015) (declining to award restitution because plaintiffs failed to establish a
5 price/value differential despite prevailing on liability under the UCL and FAL).

6 For these reasons, false discounting cases often settle for store credit—including (unlike here)
7 credit with no option to claim a cash refund. *E.g.*, *Aberl v. Ashley Global Retail LLC*, No. 37-2023-
8 00011536-CU-BT-NC (Super. Ct. S.D. County) (Freeland, J.) (approving class settlement providing \$30
9 vouchers that expire within 180 days of issuance); *Martinez v. American Freight LLC*, No. 37-2024-
10 00002841-CU-BT-NC (Super. Ct. S.D. County) (Washington, J.) (approving class settlement providing
11 \$25 vouchers that expire within 12 months of issuance); *Rael v. RTW Retailwinds Inc.*, No. 37-2019-
12 00003850-CU-MC-CTL (Super. Ct. S.D. County) (Wohlfeil, J.) (approving class settlement providing
13 \$7.50 vouchers that expire within 6 months); *Olmedo v. PVH Retail Stores LLC*, No. 37-2019-00003250-
14 CU-MC-CTL (Super. Ct. S.D. County) (Whitney, J.) (approving class settlement where \$10 vouchers
15 were directly distributed to Tommy Hilfiger outlet customers); *Foos v. Ann, Inc.*, No. 11CV2794 L MDD,
16 2013 WL 5352969, at *1 (S.D. Cal., Sept. 24, 2013) (approving settlement providing \$15 vouchers that
17 expire six months after issuance); *Chaikin v. Lululemon USA Inc.*, No. 3:12-CV-02481-GPC, 2014 WL
18 1245461, at *3 (S.D. Cal., Mar. 17, 2014) (approving settlement providing \$25 vouchers that expire six
19 months after issuance).

20 And courts have consistently approved false discounting settlements like that structured here—
21 i.e. automatically distributed store credit vouchers with an option to elect cash refunds in lieu of the
22 credit. *E.g.*, *Hampton v. Mattress Firm, Inc.*, No. 25CU003462C (Super. Ct. S.D. County) (Pollack, J.)
23 (approving false discounting class settlement where \$40 vouchers automatically distributed with option
24 to elect \$40 cash refund); *Hull v. RC Ecommerce LLC et al.*, No. 37-2024-00023597-CU-MC-CTL
25 (Super. Ct. S.D. County) (Wohlfeil, J.) (approving false discounting class settlement where \$15 vouchers
26 automatically distributed with option to elect \$10 cash refund); *Cline v. Torrid LLC*, No. 25CV10315
27 (Oregon Cir. Ct. 2025) (approving false discounting class settlement where \$15 vouchers automatically
28

distributed with option to elect \$15 cash refund); *Clark v. Fashion Nova, LLC*, No. 25CU032047N (Super. Ct. S.D. County) (Wood, J.) (accord).

3. No Class Members Objected to or Opted Out of the Settlement.

As explained above, after delivering direct notice and an opportunity to review the terms of the Settlement, zero Settlement Class Members opted out or objected. Zarate Decl. ¶¶ 21–23. Thus, the reaction of the Class has been overwhelmingly favorable. And a court may appropriately infer that a class settlement is fair, adequate, and reasonable where, as here, no class members object to it. *Dunk*, 48 Cal.App.4th at 1802.

V. THE PROPOSED CLASS SHOULD BE FINALLY CERTIFIED FOR SETTLEMENT.

Whether a class should be certified is at the discretion of the trial court. *Brinker Rest. Corp. v. Super. Ct.*, 53 Cal. 4th 1004, 1022 (2012). California Code of Civil Procedure § 382 permits class certification when “the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court.” Cal. Code Civ. Proc. § 382. “The party advocating class treatment must demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives.” *Brinker*, 53 Cal. 4th at 1021. A well-defined community of interest requires: “(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*

Having already found that the proposed Settlement Class meets the requirements for class certification for settlement purposes, the Court may finally certify the Settlement Class for the same reasons set forth in its Preliminary Approval Order. *See Lloyd v. Navy Fed. Credit Union*, 2019 WL 2269958, at *8 (S.D. Cal. May 28, 2019) (“The Court previously certified the Settlement Class under Rule 23(a) and 23(b)(3) in its order granting Plaintiffs’ unopposed motion for preliminary approval” and “[t]he Settlement Class remains the same for the purposes of the present motion for final approval.”) (citations omitted); *In re Regulus Therapeutics Inc. Sec. Litig.*, 2020 WL 6381898, at *3 (S.D. Cal. Oct. 30, 2020) (same). The relevant factors are nevertheless addressed briefly below.

1 **A. The Proposed Settlement Class is Ascertainable and Numerous.**

2 A class must be sufficiently ascertainable and numerous based on an objective definition. *Daar*
3 *v. Yellow Cab Co.*, 67 Cal. 2d 695, 713 (1967). A class is ascertainable “if it identifies a group of unnamed
4 plaintiffs by describing a set of common characteristics sufficient to allow a member of that group to
5 identify himself as having a right to recover based on the description.” *Ghazaryan v. Diva Limousine,*
6 *Ltd.*, 169 Cal. App. 4th 1524, 1533 (2008). Here, the class definition identifies the Settlement Class
7 Members in simple and objective terms. These individuals are also ascertainable because they were
8 identified and determined through an examination of Defendant’s business records and the Notice Plan.
9 According to Defendant’s records, there are 130,020 Settlement Class Members. Zarate Decl. ¶¶ 4-5;
10 Wolf Decl. ¶ 9 n.3.

11 **B. Common Issues of Law and Fact Predominate.**

12 “The ‘ultimate question’ the element of predominance presents is whether ‘the issues which may
13 be jointly tried, when compared with those requiring separate adjudication, are so numerous or substantial
14 that the maintenance of a class action would be advantageous to the judicial process and to the litigants.’”
15 *Brinker*, 53 Cal. 4th at 1021; *see also Medraza v. Honda of N. Hollywood*, 166 Cal. App. 4th 89, 99-100
16 (2008) (“Predominance is a comparative concept, and ‘the necessity for class members to individually
17 establish eligibility and damages does not mean individual fact questions predominate . . . Individual
18 issues do not render class certification inappropriate so long as such issues may effectively be
19 managed.”). Predominance of common issues of law and fact does not require that the common issues
20 be dispositive of the entire controversy or even that they be dispositive of all liability issues. Newberg on
21 Class Actions §§ 4.25, 4.82, 4.83. The question is “essentially a procedural one that does not ask whether
22 an action is legally or factually meritorious.” *Linder v. Thrifty Oil*, 23 Cal. 4th 429, 439-40 (2000).

23 Common questions of law and fact exist and predominate over any individual questions here. A
24 single question drives classwide resolution: whether Defendant’s alleged actions were unlawful and/or
25 misleading to a reasonable consumer. That determination will resolve an issue that is central to the
26 validity of Plaintiff’s claims in “one stroke.” *See Walmart Stores, Inc. v. Dukes*, 113 S. Ct. 2541, 2551
27 (2011). Indeed, “[t]he objective tests for deception and materiality renders claims under the UCL, FAL,
28 and CLRA ideal for class certification because they will not require the court to investigate class

members' individual interaction with the product.” *Martin v. Monsanto Co.*, No. EDCV162168JFWSPX, 2017 WL 1115167, at *6 (C.D. Cal. Mar. 24, 2017). That is why “[c]lass actions have often been the vehicle through which UCL actions have been brought.” *In re Tobacco II Cases*, 46 Cal. 4th 298, 312 (2009); *accord Skinner v. Ken's Foods, Inc.*, 53 Cal. App. 5th 938, 949 (2020) (CLRA is “well suited to class treatment”).

Furthermore, Settlement Class Members share several additional common questions of law and fact, including whether Defendant’s discount pricing practices violate consumer protection statutes, or constitute common law fraud, negligent misrepresentation, or unjust enrichment, and whether Defendant used deceptive reference prices and deceptively advertised price discounts. Settlement Class Members each purchased merchandise from Defendant’s e-commerce store that was subject to Defendant’s price discounting practices.

Finally, a nationwide class, when certified for settlement purposes, does not present any unique predominance or choice of law issues. No protracted choice of law analysis is required. *Dunk*, 48 Cal. App. 4th at 1805-07 (holding “national class was appropriate for settlement purposes” and “because the case was settling, protracted determinations of other states’ laws were unnecessary”); *Wershba*, 91 Cal. App. 4th at 243-44 (affirming nationwide class settlement approval and assessing claims under California law in part because “state consumer protection laws are relatively homogeneous,” “idiosyncratic differences between state consumer protection laws . . . do not preclude certification of a nationwide settlement class,” and “California’s consumer protection laws are among the strongest in the country”); *accord Jabbari v. Farmer*, 965 F.3d 1001, 1007 (9th Cir. 2020) (“it generally is not legal error to forego a choice-of-law analysis in a settlement-class predominance inquiry”). Indeed, “[b]y default, California courts apply California law unless a party litigant timely invokes the law of a foreign state, in which case it is the foreign law proponent who must shoulder the burden of demonstrating that foreign law, rather than California law, should apply to class claims.” *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 561-66 (9th Cir. 2019) (affirming approval of nationwide class settlement). And “[s]ubject to constitutional limitations and the forum state’s choice-of-law rules, a court adjudicating a multistate class action is free to apply the substantive law of a single state to the entire class.” *Id.* Thus, regardless of

whether California or non-California law applies to the nationwide class, the result is the same for settlement purposes.

C. Plaintiff's Claims are Typical of the Settlement Class Claims.

“The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs, and whether other class members have been injured by the same course of conduct.” *Martinez v. Joe's Crab Shack Holdings*, 231 Cal. App. 4th 362, 375 (2014) (citations omitted). A class representative's claims need only be “significantly similar” to the other members—not “identical.” *See B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal. App. 3d 1341, 1347 (1987).

Here, typicality is readily satisfied. In addition to common questions, Plaintiff's claims are typical of Settlement Class Members' claims because they are based on the same facts and the same legal and remedial theories. Plaintiff alleges that Defendant's conduct was uniform: Defendant represented to consumers that the items it offered for sale were discounted and/or valued higher than the prices at which they were being offered for sale. Additionally, a Settlement Class Member's individual experience is irrelevant where, as here, the injury under the UCL, FAL, CLRA, and unjust enrichment is established by an objective test. *Bruno v. Queen Research Ins., LLC*, 280 F.R.D. 524, 534 (C.D. Cal. 2011).

D. Plaintiff and Her Counsel Adequately Represented the Settlement Class.

“When a plaintiff sues on behalf of a class, he assumes a fiduciary obligation to the members of the class, surrendering any right to compromise the group action in return for individual gain.” *La Sala v. American Savs. & Loan Ass'n*, 5 Cal. 3d 864, 871 (1971). To be “adequate,” the class representative must also have counsel “qualified to conduct the proposed litigation” and no disabling conflict of interest. *McGhee v. Bank of Am.*, 60 Cal. App. 3d 442, 450 (1976).

Plaintiff understands that her role as a Class Representative is to remain informed regarding the litigation and assist Class Counsel in the interest of the Class. Wolf Decl. ¶ 18. Plaintiff has stayed abreast of the proceedings thus far and is a willing participant. *Id.* Plaintiff understands that she cannot have any legal conflicts with the Settlement Class and there is no evidence in the record that Plaintiff harbors any antagonistic interest. *Id.* Plaintiff also shares the common goal with the Class to pursue truthful advertising regarding retailers' discount pricing practices. Plaintiff has demonstrated her willingness to

1 serve this shared interest by commencing this litigation on behalf of the class and actively participating
2 in the prosecution and resolution of this case. She effectively communicated with counsel, timely
3 provided all requested information, and has otherwise been a meaningful participant. *Id.* Beyond that,
4 she undertook substantial risks to her reputation in the public domain and thrust herself into active
5 litigation to enforce an important right for the benefit of the general public. *Id.* Importantly, the Settlement
6 Class would likely recover nothing had Ms. Chiechi not stepped up to pursue this class action litigation.

7 Thus, she should be appointed Class Representative. ROA 18 (Christina Chiechi Declaration in
8 support of Motion for Preliminary Approval) ¶¶ 2-7; *see Hoffman v. Dutch LLC*, 317 F.R.D. 566, 574-75
9 (S.D. Cal. 2016).

10 Further, Class Counsel are experienced consumer class action attorneys, have litigated many cases
11 involving UCL, FAL, and CLRA class claims (including false discounting cases), and have vigorously
12 investigated and prosecuted this case since its inception. ROA 19 ¶¶ 2–19 & Ex. 2 (firm resume); Wolf
13 Decl. ¶¶ 2–7, 19–29 (accord). And Class Counsel have expended substantial time and effort researching
14 the viability of Plaintiff’s theories of liability and damages and investigating Defendant’s alleged
15 deceptive pricing. *Id.*

16 **E. The Superiority Requirement is Met.**

17 A class action is superior when it “both eliminates the possibility of repetitious litigation and
18 provides small claimants with a method of obtaining redress for claims which would otherwise be too
19 small to warrant individual litigation.” *Richmond v. Dart Indus.*, 29 Cal. 3d 462, 469 (1981). Allowing
20 Plaintiff’s claims to proceed as a class action will satisfy both objectives. Because Plaintiff asserts that
21 proof of Defendant’s alleged violations is common to all Settlement Class Members, a class action will
22 avoid repetitive and needless litigation. Moreover, the potential damages for each Class Member are
23 “relatively small.” *Daar*, 67 Cal. 2d at 715 (where “defendant will retain the benefits from its alleged
24 wrongs” without a class action, “[a] procedure that would permit the allegedly injured parties to recover
25 ... is to be preferred over the foregoing alternative.”). Additionally, in the Settlement context, the
26 manageability of the class action device is not a concern. *Dunk*, 48 Cal. App. 4th at 1807 n.19; *In re*
27 *Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 563 (same).

1 Accordingly, the class action device is the superior method for efficiently adjudicating Plaintiff's
2 and the absent Settlement Class Members' claims, and the proposed Class should be finally certified for
3 settlement purposes.

4 **VI. CONCLUSION**

5 For the foregoing reasons, Plaintiff respectfully requests that the Settlement be given final
6 approval, and that the Court award the requested attorneys' fees and costs to Class Counsel and the
7 requested service award to the Class Representative.

8 The [Proposed] Order Granting Final Approval of Class Settlement and Final Judgment is
9 submitted concurrently herewith.

10 Dated: September 25, 2026

MILBERG, PLLC

11 By: /s/



12 ALEXANDER E. WOLF

13 Attorneys for Plaintiff and the Settlement Class
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