

## SETTLEMENT AGREEMENT AND RELEASE

Subject to Court approval, this Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered into by and between Plaintiff Christina Chiechi, individually and on behalf of the Settlement Class (“Plaintiff” or “Class Representative”), and Defendant Edloe Finch LLC d/b/a Albany Park (“Defendant”), by and through their respective undersigned counsel, authorized on their behalves to settle in the action entitled *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 25CU057205C pending in the San Diego County Superior Court, in consideration for and subject to the promises, terms and conditions contained in this Settlement Agreement and Release, hereby stipulate and agree as follows:

### **I. DEFINITIONS**

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Action**” means the class action lawsuit filed in San Diego County Superior Court entitled *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 25CU057205C.

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including all costs of providing notice to persons in the Settlement Class, issuing Settlement Awards, processing Claim Forms, and the cost of maintaining a designated post office box for receiving Claim Forms. The Parties estimate \$61,000 in Administration Costs.

C. “**Cash Benefit(s)**” means a dollar payment in the amount of \$115, in the form of an electronic payment or check, to a Settlement Class Member who elects to receive a Cash Benefit and submits a valid and timely Claim Form.

D. “**Claim Deadline**” means the date by which Claims must be submitted to be determined valid, which shall be **sixty (60) days** after the Notice Date.

E. “**Claim Period**” means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline.

F. “**Claim(s)**” or “**Claim Form(s)**” means the claim form submitted by a Settlement Class Member, substantially in the form attached hereto as “**Exhibit C.**” Each Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Completed Claim Forms will be validated by the Settlement Administrator. Settlement Class Members who timely submit a completed Claim Form with all requested information shall be eligible for a Cash Benefit.

G. “**Claims Process**” means the process described in Section III.

H. “**Class Counsel**” means Alexander E. Wolf and William J. Edelman of Milberg PLLC.

I. “**Class Notice**” means all types of notice that will be provided to the Settlement Class, as described in Section IV and ordered by the Court.

J. “**Class Period**” means June 21, 2020 through October 31, 2024.

K. “**Court**” means the San Diego County Superior Court.

L. “**Credit Benefit(s)**” means the \$115 credit automatically issued to each Settlement Class Member, which can be applied toward any future purchase made on AlbanyPark.com. Credit Benefits are subject to additional terms and conditions, as set forth in Section III.E.

M. “**Effective Date**” means the date seven (7) days following the date as of which all of the following events and conditions have been met:

1. The Court has entered the Preliminary Approval Order;
2. The Court has entered the Final Approval Order; and
3. Final Approval has occurred.

N. “**Email Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the form attached hereto as “**Exhibit A**”.

O. “**Fairness Hearing**” or “**Final Approval Hearing**” means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate and to enter the Final Approval Order.

P. “**Federal Action**” means *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 2:24-cv-05241 (C.D. Cal.).

Q. “**Final Approval**” means that all of the following conditions have been satisfied:

1. The Settlement Agreement has been approved by the Court;
2. The Court has entered the Final Approval Order and no Party has exercised its right to terminate this Settlement Agreement; and
3. Either (a) there are no objections to the Settlement prior to entry of the Final Approval Order, (b) the time to appeal, or to seek permission to appeal, of the Final Approval Order has expired with no appeal having been taken or no permission to appeal having been sought, or (c) the Court’s Final Approval Order has been affirmed in its entirety by the court of last resort to which any appeal has been taken or petition to review has been presented and such affirmance has become no longer subject to the possibility of further appeal or review. Notwithstanding the foregoing, Final Approval shall not be delayed by any appeal or petition for a writ of certiorari or other form of review pertaining solely to an application for attorneys’ fees, costs, or expenses.

R. “**Final Approval Order**” means the order and judgment that the Court enters upon fully and finally approving this Settlement in connection with the Fairness Hearing.

S. “**Long Form Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the form attached hereto as “**Exhibit B**”.

T. “**Mail Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members by first class mail, if necessary after the failure of Email Notice, in substantially the same form as “**Exhibit D**”.

U. “**Notice Date**” means the date on which the notice described in Section IV of the Agreement is first issued. Unless otherwise agreed by the Parties, the Notice Date shall be no later than **twenty one (21) days** after Preliminary Approval.

V. “**Objection/Exclusion Deadline**” means the deadline to object or seek exclusion from the Settlement, which shall be **sixty (60) days** after the Notice Date.

W. “**Parties**” mean the Class Representative and Defendant.

X. “**Preliminary Approval**” means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the terms and conditions of this Agreement.

Y. “**Preliminary Approval Order**” means the order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement, the proposed form of which is attached hereto as “**Exhibit E**”.

Z. “**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](http://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.

AA. “**Released Parties**” shall be defined and construed broadly to effectuate a complete and comprehensive release and means Edloe Finch LLC and all its past and present officers, directors, shareholders, trustees, beneficiaries, members, partners, employees, predecessors, successors in interest, attorneys, insurers, reinsurers, agents, assigns, parents (including but not limited to Exemplis, LLC), subsidiaries, affiliates, accountants, representatives, and any and all other entities or persons upstream and downstream in the production/distribution channels, in their

capacity as such. It is expressly understood that, to the extent a Released Party is not a Party to this Settlement Agreement, all such Released Parties are intended third-party beneficiaries of this Settlement Agreement.

BB. **“Releasing Parties”** shall mean Plaintiff, Plaintiff’s Counsel, all Settlement Class Members, and any person claiming by, through or on behalf of Plaintiff, Plaintiff’s Counsel or Settlement Class Member, including but not limited to spouses, children, wards, heirs, devisees, legatees, invitees, employees, associates, co-owners, attorneys, agents, administrators, predecessors, successors, assignees, representatives of any kind, shareholders, partners, directors, or affiliates.

CC. **“Settlement”** means the settlement embodied in this Agreement.

DD. **“Settlement Administrator”** means the third-party agent or administrator agreed to by the Parties and appointed by the Court for administering the Class Notice and Claims Process. The Parties agree that, subject to the Court’s approval, CPT Group shall be retained to implement the Class Notice and Claims administration requirements of this Agreement.

EE. **“Settlement Award”** means a Credit Benefit or Cash Benefit provided to an eligible Settlement Class Member pursuant to Section III.E. of this Agreement.

FF. **“Settlement Class”** means, for settlement purposes only, “All persons nationwide who purchased one or more items from [www.AlbanyPark.com](http://www.AlbanyPark.com) during the Class Period.” 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.

GG. **“Settlement Class Member(s)”** or **“Class Member(s)”** means, for settlement purposes only, any member of the Settlement Class.

HH. “**Settlement Costs**” means (a) any award of attorneys’ fees, costs, and expenses to Class Counsel approved by the Court; (b) any service award to Plaintiff approved by the Court; and (c) all Administration Costs.

II. “**Settlement Website**” means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in Section IV.

## **II. LITIGATION BACKGROUND**

A. Plaintiff alleges that, during the Class Period, Defendant deceptively advertised various discounts of its products on its website, [www.AlbanyPark.com](http://www.AlbanyPark.com). Based on these allegations, the Federal Action was filed on June 21, 2024. The Federal Action alleged violations of certain California consumer protection statutes and unjust enrichment, among other claims, and sought injunctive relief, compensatory damages, and restitution in amounts by which Defendant allegedly was unjustly enriched based on its product sales. Following mediation and extensive arm’s-length negotiations, the Federal Action was voluntarily dismissed without prejudice and was refiled as the Action in California state court to ensure that the court overseeing approval of the Settlement has jurisdiction over all claims, including equitable claims under the California Unfair Competition Law (Bus. & Prof. Code §§ 17200 et seq.) and False Advertising Law (Bus. & Prof. Code §§ 17500 et seq.).

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiff or any putative Class Member has been damaged in any amount or at all in connection with the Claims alleged in the Action, and further contends that, for any purpose other than Settlement, this Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action or any other actions. Defendant maintained during the entire pendency of the Action and the Federal Action, and continues to maintain, that the challenged advertising practices are not deceptive or misleading as a matter of law and caused no pecuniary harm.

C. The Parties engaged in litigation and negotiations over a fourteen-month period relating to the facts and legal issues in the Action and Federal Action. The Parties exchanged formal and informal discovery, including sales records and company practices relevant to the claims and alleged damages. Class Counsel represents they spent significant time and effort tracking and analyzing Defendant's historical advertising and marketing practices, both before and during the Federal Action and Action. Class Counsel also extensively researched the claims, defenses, and alleged damages, including an analysis of case law and academic literature. As a result, the Parties were able to engage in extensive and contentious negotiations over several months, including a private mediation with an experienced neutral, the Honorable Charles "Tim" McCoy (Ret.), ultimately resulting in the execution of the instant Settlement Agreement. As a result of these lengthy, substantive, and good faith negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members, Defendant's marketing practices, and Defendant's defenses.

D. Based on the above-described investigation and litigation, the current state of the law, the expense, burden, and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiff and the Settlement Class Members pursuant to this Agreement, Class Counsel has concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

E. Defendant and Defendant's counsel recognize the expense and length of continued proceedings necessary to continue the Action through trial and through possible appeals. Defendant also recognizes that the expense and time spent pursuing this Action has and will further detract from resources that may otherwise be used to run Defendant's business. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action

and believes that it has valid defenses to Plaintiff and the Settlement Class's claims, Defendant agrees to the terms of this Settlement as set forth herein.

F. Based on the foregoing, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from the Action which exist between the Parties. Therefore, it is the intention of Plaintiff and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Released Parties.

### **III. TERMS OF SETTLEMENT**

In consideration of the good and valuable consideration, including the promises, covenants, and agreements memorialized in this Agreement, and subject to Court approval, the Parties agree as follows:

A. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class, pursuant to California Code of Civil Procedure § 382.

B. Certification is Conditional. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily terminated pursuant to its terms, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective legal positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

Defendant supports certification of the Settlement Class, on a nationwide basis, for settlement purposes only. Any statements that Defendant makes in support of this Settlement, including in support of certification of a Settlement Class, shall not be cited or relied on by Plaintiff's Counsel in any further proceedings if this Settlement is not approved for any reason. Defendant also does not consent to the appointment of Plaintiff as class representative other than to effectuate this Settlement and does not admit that Plaintiff would be a proper class representative in the Action or in any other action for any purpose other than this Settlement. Defendant's agreement to conditional certification of the Settlement Class does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Plaintiff, any Settlement Class Members, or any members of the putative class in the Action or any claims that have or could have been asserted in the Action, or any similar claims that could have been certified for resolution on a class-wide basis under applicable laws and standards, including but not limited to California Code of Civil Procedure § 382 and Federal Rule of Civil Procedure 23.

C. Settlement Class Member Information. Defendant will provide the Settlement Administrator with a list of Settlement Class Members, including name, shipping and e-mail addresses associated with each such Settlement Class Member's most recent purchase for the purpose of administering the Settlement.

D. Release. Upon the Effective Date, and in consideration of this Settlement including the issuance 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, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

In connection with such Release, the Releasing Parties acknowledge that they are aware that they or their attorneys may hereafter discover unknown claims or facts in addition to or different from those that they now know or believe exist with respect to the Released Claims, but that it is their intention to hereby fully, finally, and forever settle and release all of the Released Claims that they have or may have against the Released Parties. Plaintiff and Settlement Class Members acknowledge and will be deemed to have acknowledged that this Release was separately bargained for and constitutes a material element of the Agreement of which this Release is part.

E. General Release by Plaintiff. In addition to the releases in Section III.D. above, upon the Effective Date, Plaintiff fully and finally discharges Defendant from all causes of action, claims, demands, obligations, liabilities, and damages of any kind whatsoever, known or unknown, that exist or may exist as of the date of this Agreement.

F. Injunction. Upon the Effective Date, this Settlement Agreement shall be the exclusive remedy for any Released Claims of Plaintiff and/or Settlement Class Members, and Plaintiff and the Settlement Class Members inclusive of any individual or entity acting on behalf of any one of them shall be permanently barred and enjoined from initiating, asserting, or prosecuting any Released Claims against any Released Parties in any federal or state court or tribunal, administrative or arbitration forum, before any local, state or federal agency, any industry trade association or self-regulatory body, or any other forum.

G. Class Counsel's Representation. Plaintiff's Counsel represents that they have no current knowledge of any person other than Plaintiff who is considering asserting claims against Defendant or any of its officers, directors, shareholders, trustees, beneficiaries, members, partners, employees, parents, subsidiaries, or affiliates, and that Plaintiff's Counsel has no current intention

to bring any future claims or suits against Defendant or any of its officers, directors, shareholders, trustees, beneficiaries, members, partners, employees, parents, subsidiaries, or affiliates.

H. Compensation to the Settlement Class.

1. Benefits to Settlement Class Members. Subject to the rights, terms, and conditions of this Agreement, each Settlement Class Member will automatically be issued an AlbanyPark.com store credit voucher (Credit Benefit) in the amount of \$115. During the Claim Period, individual Settlement Class Members may elect to convert their respective individual Credit Benefit to a Cash Benefit by timely submitting a valid Claim Form. Defendant estimates, based on its sales records, there are 130,382 Settlement Class Members. Accordingly, the Parties estimate that the total value of the Cash and Credit Benefits to be distributed to Settlement Class Members under this Settlement is approximately \$14,993,930.

2. Credit Benefit Delivery. The Credit Benefit along with instructions for its redemption will automatically be provided to Settlement Class Members without any requirement to fill out a Claim Form or take any other affirmative action as part of the Email Notice or, if necessary, the Mail Notice. The Credit Benefit will be activated within **twenty-one (21) days** of the Effective Date, unless converted to a Cash Benefit or unless the Settlement Class Member to whom the Credit Benefit was issued elects to opt out of the Settlement in accordance with the requirements described herein. Defendant and/or the Settlement Administrator at Defendant's request may send reminders of the Credit Benefit to Settlement Class Members who did not convert their Credit Benefit to a Cash Benefit or elect to opt out of the Settlement, via email or, if necessary, by mail.

3. Use of Credit Benefits. Upon activation, Credit Benefits can be used toward any future purchase on AlbanyPark.com. 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 and cannot be redeemed for cash except as expressly provided in this Agreement.

4. Cash Benefit Election and Delivery. If a Settlement Class Member submits a valid and timely Claim Form to the Settlement Administrator electing to convert the Credit Benefit to a Cash Benefit, he or she will receive the payment due under this Agreement in the form of a Cash Benefit rather than a Credit Benefit. The Settlement Administrator will distribute the Cash Benefit to the Settlement Class Members entitled to receive them, in the form of an electronic payment or mailed check. Any Credit Benefits converted to Cash Benefits will be void upon conversion.

I. Settlement Administration.

1. Claims Process. Settlement Class Members may elect to receive a Cash Benefit instead of a Credit Benefit by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period and choosing to receive a Cash Benefit. Settlement Class Members may, at their option, submit a paper Claim Form, which will be accepted by the Settlement Administrator if the Claim Form is postmarked within the Claim Period and otherwise valid. The date of the postmark on the mailing envelope of the paper Claim Form shall be the exclusive means used to determine whether that Claim Form has been timely submitted. In the event the postmark is illegible, the Claim Form shall be deemed untimely unless it is received by the Settlement Administrator within **five (5) days** of the Claim Deadline. Settlement Class Members who do not submit a valid Claim Form converting the Credit Benefit to a Cash Benefit will be able to redeem the Credit Benefit in accordance with the terms described herein. The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims and be obligated to deny Claim Forms where there is evidence of abuse or fraud. This may include measures such as using a class member identifier to access and submit claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims pursuant to the Parties' direction, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. The Settlement Administrator shall maintain records of all Claim Forms as is required by applicable law in accordance with its normal business practices or until

ninety (90) days after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claim Forms and elected to receive a Cash Benefit, whichever is later, and such records will be made available upon request to Class Counsel and Defendant's counsel. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant request.

2. Final Tally. Within **fourteen (14) days** after the close of the Claim Period, the Settlement Administrator shall provide Defendant and Class Counsel with the total number of valid and timely Claim Forms received and approved. The Settlement Administrator shall separately provide to Defendant, but not Class Counsel, the identities of each such Settlement Class Member.

3. Calculation of Cash Benefit and Credit Benefit Amounts. Within **fourteen (14) days** after the close of the Claim Period, the Settlement Administrator shall provide Defendant with (a) a schedule of the Cash Benefit amounts to be paid to each Settlement Class Member who submitted a valid and timely Claim electing the Cash Benefit option, including the total amount of such Cash Benefit payments; and (b) for each Settlement Class Member not receiving a Cash Benefit, a schedule of the Credit Benefit amounts payable to that Settlement Class Member under this Agreement. The Settlement Administrator shall separately provide to Class Counsel anonymized versions of the above-referenced schedules after removing identifying information of the Settlement Class Members from such schedules.

4. Modification of Claims Process. The provisions of this Claims Process may be modified by agreement of the Parties prior to or in conjunction with the request for Court approval, as necessary to effectuate the purposes of this Settlement Agreement.

5. Payment of Administration Costs. Defendant agrees to pay all Administration Costs. The Parties estimate \$61,000 in Administration Costs.

J. Payment Schedule. In settlement of the claims of Plaintiff and the Settlement Class Members, Defendant shall remit payment on the following schedule:

1. Within **twenty-one (21) days** of the Effective Date, Defendant shall deposit cash into a mutually agreeable bank account managed by the Settlement Administrator sufficient to pay out the amount of all valid Claims for Cash Benefits (the “Cash Settlement Fund Payment”). The Cash Settlement Fund Payment shall be used to pay all Cash Benefit amounts. Any interest earned on any amounts in the account shall be allocated to pay costs of administration. The Settlement Administrator will promptly distribute the Cash Benefits to the Settlement Class Members entitled to receive them, in the form of an electronic payment or check, within **fourteen (14) days** of receipt of funds from Defendant.

2. Within **twenty-one (21) days** of the Effective Date, Defendant shall activate the Credit Benefits of each Settlement Class Member who did not convert their Credit Benefit to a Cash Benefit in accordance with the terms described herein.

3. Within **twenty-one (21) days** of the Effective Date, Defendant shall pay (a) any award of attorneys’ fees, costs, and expenses to Class Counsel approved by the Court, and (b) any service award to Plaintiff approved by the Court. Defendant shall make these payments directly by wire transfer to Class Counsel’s Client Trust Account. Wire transfer instructions shall be provided by Class Counsel before the Fairness Hearing.

K. Motion for Attorneys’ Fees/Costs and Class Representative Service Award.

1. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for an award of attorneys’ fees plus costs and expenses of no more than One Million Five Hundred Thousand Dollars (\$1,500,000). The actual amount of attorneys’ fees, costs, and expenses to be awarded is in the discretion of the Court. Any such motion shall be noticed for the same date as the Final Approval Hearing and filed at least **fourteen (14) days** before the Objection/Exclusion Deadline, unless the Court orders otherwise. Defendant shall not object to or oppose such a motion so long as the amount requested for attorneys’ fees plus costs and expense is less than or equal to \$1,500,000. Class Counsel shall not be entitled to interest on any amount sought at any time. Defendant shall not have any liability or responsibility for a fee award in excess of the amount stated in this paragraph.

2. Class Counsel may apply to the Court for an incentive award/service award to lead Plaintiff Christina Chiechi in the amount of Five Thousand Dollars (\$5,000), for her participation as a Class Representative, for taking on the risks of litigation, and for settlement and release of her individual claims in this Action, to be paid by Defendant. Defendant shall not object to or oppose such a request so long as the amount requested is less than or equal to \$5,000.

3. Court approval of attorneys' fees, costs, expenses, and service awards, or their amount, will not be a condition of the Settlement. In the event the Court declines to approve, in whole or in part, the payment of attorneys' fees, expenses, costs, or service awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. Except for the fees, costs, and awards to be paid to Class Counsel and Plaintiff as described in this Agreement, Defendant does not agree to pay and shall not be responsible or liable for the payment of any attorneys' fees and expenses of Class Counsel, Plaintiff, the Settlement Class, and Settlement Class Members. Plaintiff and Class Counsel agree that their only recourse to recover payment of any attorneys' fees, costs and expenses incurred in connection with the Action or the Federal Action or this Settlement shall be through this provision of the Settlement Agreement.

#### **IV. NOTICE TO THE SETTLEMENT CLASS**

The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below:

A. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the form of **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant. This contact information will be shared with the Settlement Administrator but not Class Counsel. Email Notices will include the Credit Benefit to be activated at a later date, instructions for conversion of the Cash Benefit, and a unique Notice ID number.

B. Mail Notice. If an original Email Notice is returned as undeliverable, the Settlement Administrator will send a postcard notice in substantially the same form as **Exhibit D** via first class U.S. mail, postage pre-paid, to the shipping address provided by Defendant and associated with the Settlement Class Member's most recent purchase on AlbanyPark.com. If an

original Mail Notice is returned as undeliverable, the Settlement Administrator will run the Settlement Class Member's name and last-known mailing address through the United States Postal Service National Change of Address database (NCOA) and shall update the address as indicated by NCOA results and send a new postcard notice in substantially the same form as **Exhibit D** via first class U.S. mail, postage pre-paid. The Settlement Administrator shall use commercially reasonable efforts consistent with industry practice, including use of CASS-certified address standardization, to ensure accurate address formatting and deliverability. Mail Notices will include the Credit Benefit to be activated at a later date, instructions for conversion of the Cash Benefit, and a unique Notice ID number, in addition to instructing Settlement Class Members to provide the Settlement Administrator with a current email address for settlement purposes only.

C. Website. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. The Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include will be posted on the Settlement Website. The Settlement Website shall also provide for online submission of Claim Forms, and instructions for accessing the case docket online and/or in person. The Settlement Website shall also state the date of the Final Approval Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website or the Court's website to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Date and remain until at least 30 days after distribution of all Settlement Awards. The Settlement Website shall not include any advertising or Defendant's logo or trademarks.

D. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Settlement Class Members to learn more and to request further information about the Action.

E. Cooperation. Class Counsel and Defendant agree to cooperate in an effort to reasonably manage and reduce Administration Costs.

**V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be filed with the Court, with a copy sent to the Settlement Administrator (via email or mail), by the Objection/Exclusion Deadline. It shall be the objector's responsibility to ensure receipt of any objections by the Court and Settlement Administrator. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; (6) attestation of facts supporting the person's status as a Settlement Class Member or other proof of membership in the Settlement Class, including but not limited to the Settlement Class Member's unique Notice ID number provided by the Settlement Administrator; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the Settlement Class Member and her or his counsel, if any. No Settlement Class Member shall be heard at the Final Approval Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or notice of intention to appear has been timely filed and served. In the event the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Court and Settlement Administrator within **two (2) days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to

timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, untimely written objections may be considered if Class Counsel and Defendant's Counsel agree to as much in writing or if the Court so orders. Class Counsel and Defendant's Counsel may, individually or jointly, and at least **five (5) days** (or such other number of days as the Court shall specify) before the Final Approval Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members or respond to any such objections during the Final Approval Hearing.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement via email and/or U.S. Mail to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; (c) identify the name and case number of this Action; (d) include the Settlement Class Member's unique Notice ID number provided by the Settlement Administrator; and (e) include the statement "I request to be excluded from the class settlement" in the Action. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final

judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement. However, untimely request for exclusion may be considered if Class Counsel and Defendant's Counsel agree to as much in writing or if the Court so orders.

C. No Solicitation of Settlement Objections. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or encourage any Settlement Class Member to appeal from the final judgment.

## **VI. PRELIMINARY APPROVAL OF SETTLEMENT**

Following full execution of this Agreement, Plaintiff will move the Court for entry of the Preliminary Approval Order. At a minimum, the motion shall request that the Court, among other things: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process, California law, and/or Federal law, as applicable; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Date; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class, directly, on a representative basis or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether

the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i) schedule the Fairness Hearing on Final Approval of the Settlement, and rule on the Motion for Final Approval and Motion for Attorneys' Fees and Incentive Awards as soon as practicable; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective legal positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval order like that described herein, then this entire Agreement shall become null and void, unless the Parties hereto agree to proceed with this Agreement as modified.

## **VII. FINAL APPROVAL OF SETTLEMENT**

Not later than **twenty-eight (28) days** before the Fairness Hearing, Class Counsel shall file a Motion for Final Approval of the Settlement. The Fairness Hearing shall be scheduled as soon as is practicable for Class Counsel and the Court. Plaintiff shall request that the Court enter the Final Approval Order, which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process, California law, and/or Federal law, as applicable; (c) approve the plan of distribution of the Settlement Awards; (d) certify the Settlement Class for settlement purposes only; (e) confirm that Plaintiff and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Released Parties; (f) confirm that Defendant has released Settlement Class Members,

Class Representative, and Class Counsel as set forth herein; and (g) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

#### **VIII. UNCASHED SETTLEMENT AWARDS**

To the extent Settlement Awards are provided by check instead of electronically (if any), the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Uncashed settlement checks may be reissued if the Settlement Class Member attests that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and reissue the check. Any funds remaining because of uncashed checks for 180 days shall escheat to the State of California's unclaimed property fund in the name of the Settlement Class Member pursuant to California Code of Civil Procedure § 1510 et seq., thereby leaving no unpaid residue.

#### **IX. MODIFICATION OR TERMINATION OF SETTLEMENT AGREEMENT**

A. Modification by the Parties. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court.

B. Time Periods. The time periods, dates, and/or deadlines specified in this Settlement Agreement are subject to Court approval and may be modified by written agreement of the Parties prior to the Motion for Preliminary Approval or after the Motion for Preliminary Approval with notice to and approval by the Court. Such a modification to a time period, date, or deadline specified in this Agreement may be effected without notice to Settlement Class Members, unless such modification is to a time period, date or deadline stated in the Notice, Claim Form, or any communication made to Settlement Class Members as part of the approved Email Notice, Mail Notice or Website Notice. The Parties agree to consent to any request for any reasonable extension of time necessary to carry out any of the provisions of this Settlement Agreement.

C. Defendant's Right to Terminate. In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total value of Credit Benefits converted to Cash Benefits exceeds \$4,048,361.

D. Mutual Right to Terminate. Either Party may terminate this Settlement Agreement by providing written notice to the other Party and the Court within seven (7) days of the occurrence of any of the following: (a) any court denies preliminary or final approval of this Agreement or issues an order that materially changes the terms of this Agreement; or (b) the Final Approval Order is reversed or materially modified by a reviewing court. The Parties agree that any award by a court of less than the fees and expenses sought by Plaintiff's Counsel or less than the Service Awards specified above shall not be grounds to terminate this Agreement. The Parties may agree to waive these triggering events and continue to abide by the terms of this Agreement.

E. Effect of Termination. In the event that this Agreement is not approved by the Court, is cancelled or terminated, or fails to become effective in accordance with its terms, the Parties shall be restored to their respective pre-Settlement positions, and this Agreement shall be null and void, have no further force and effect, and not be offered in evidence or used in any litigation, arbitration, or other proceeding for any purpose, including to establish the existence, certification, or maintenance of any purported or proposed class or to prove or establish any damages or other relief that are, were, or could have been sought in the Action, or to prove or establish Defendant's liability to any Plaintiff, Settlement Class Member, or any other person. In such an event, this Agreement and all negotiations, proceedings, documents prepared, communications, and statements made in connection with this Settlement Agreement shall be without prejudice to the Parties and shall not be offered, deemed or construed as an admission by any Party of any fact, matter, or proposition of law.

F. Approval is Material. Preliminary and Final Approval of this Agreement by the Court is a material condition to this Agreement and may not be waived other than expressly in writing.

**X. ADDITIONAL TERMS**

A. Parties' Authority. The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

B. Mutual Full Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant agrees that Defendant will not attempt to discourage Settlement Class Members from filing claims.

C. No Admission. The Parties expressly acknowledge and agree that the provisions contained in this Agreement are not and shall not be deemed a presumption, concession, or admission by Defendant of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action, or in any related actions or proceedings, nor shall they be so interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action or in any other action or proceeding, whether civil, criminal, or administrative in nature. Defendant denies allegations that Plaintiff, the putative classes, any member of the putative classes, or the Settlement Class Members suffered any damages or harm by reason of any alleged conduct, statement, act, or omission of Defendant or that Plaintiff could establish any damages or entitlement to injunctive relief. Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate this Settlement.

Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to California Evidence Code § 1152, Fed. R. Evid. 408, and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding,

action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

D. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and served via email, addressed as follows:

<u>For The Settlement Class</u>	<u>For Defendant</u>
Alexander E. Wolf, Esq. awolf@milberg.com MILBERG, PLLC 280 S. Beverly Drive-Penthouse Beverly Hills, CA 90212 Telephone: (872) 365-7060	Michael J. Duvall, Esq. michael.duvall@dentons.com DENTONS US LLP 601 South Figueroa Street, Suite 2500 Los Angeles, California 90017 Tel: 213-623-9300

E. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her, or its counsel participated in the drafting of this Agreement.

F. Separate and Divisible Terms. In the event any one of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be deemed to be severed from this Agreement.

G. No Implied Waiver. No waiver of any breach of any term or provision of this Settlement Agreement shall be construed to be, or shall be, a waiver of any other breach of any term or provision of this Settlement Agreement.

H. Entire Agreement; No Oral Modification. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and

understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. No parol or other evidence may be offered to explain, construe, contradict, or clarify its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any agency or juridical proceeding, if any, involving this Agreement. Any modification of the Agreement must be in writing and signed by the Parties.

I. Material Terms. Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder. However, any award of less than the fees and expenses sought by Plaintiff's Counsel or less than the Service Awards specified above shall not be considered material.

J. Non-Evidentiary Use. Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to approve of, enforce, construe, or finalize this Agreement.

K. No Collateral Attack. This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and Final Approval Order are entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly determined, denied, issued, or delivered or that a Settlement Class Member failed to receive timely or adequate notice with respect to the election, issuance, or distribution of the individual Settlement Award or failed to submit a timely dispute letter for any reason. Settlement Class Members who did not timely and validity object to the Settlement by the Objection/Exclusion Deadline also waive all rights to appeal from the judgment in this Action, including all rights to post-judgment and appellate proceedings, and the right to file motions to vacate judgment, motions for new trial, and extraordinary writs.

L. Assignments. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto or as otherwise indicated in the terms and conditions of the Credit Benefits. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

M. Governing Law. This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

N. Binding Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

O. Confidentiality. Class Counsel in the Action warrant and represent that they have not shared any information regarding the substance of this Settlement or confidential information learned in the Action with any third party to the extent prohibited by any confidentiality order or agreement in the Action.

P. Tax Consequences. No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice may, but is not required to, direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

Q. Deadline Calculations. Any deadlines provided for in this Agreement which fall on a weekend or Court holiday shall be extended to the next business day.

R. Settlement Timeline. The pertinent deadlines provided by and contained in this Agreement are listed below.

<u>Item</u>	<u>Deadline</u>
Notice Date	21 days after Preliminary Approval [§ I.U.]
Plaintiff's Motion for Attorneys' Fees and Incentive Awards	14 days prior to the Objection/Exclusion Deadline [§ III.H.1-2.] (67 days after Preliminary Approval)
Objection/Exclusion Deadline	60 days after Notice Date [§ I.V.] (81 days after Preliminary Approval)
Claim Deadline	60 days after the Notice Date [§ I.D.] (81 days after Preliminary Approval)
Final Tally	14 days after Claim Deadline [§ III.I.2.] (95 days after Preliminary Approval)
Motion for Final Approval	28 days before Fairness Hearing [§ VII] (Approx. 120 days after Preliminary Approval)
Plaintiff's and Defendant's Written Responses to Objections (if any)	5 days prior to date of Fairness Hearing [§ V.A.]
Fairness Hearing	The Parties shall request that the Court hold the Fairness Hearing and rule on the Motion for Final Approval and Motion for Attorneys' Fees and Service Award as soon as practicable after filing.
Effective Date	7 days after Final Approval [§ I.M.]

Cash Settlement Fund Payment for Settlement Awards	21 days after Effective Date [§ III.J.1.]
Payment of Attorneys' Fees and Incentive Awards	21 days after Effective Date [§ III.J.3.]
Distribution/Activation of Settlement Awards	Credit Benefits: 21 days after Effective Date [§ III.J.2.] Cash Benefits: 14 days after receipt of funds by Settlement Administrator [§ III.J.1.]

S. Publicity and Mutual Non-Disparagement. Except in connection with a legal proceeding or as otherwise expressly provided for in this Agreement, Plaintiff and Plaintiff's Counsel will not make any public statements, relating in any way to the Action or allegations therein, disparaging Defendant, Defendant's Counsel, Defendant's products, or any other aspect of Defendant's business, in the media, through any public statements, online postings, interviews, publications, or otherwise. Defendant will not disparage Plaintiff or Plaintiff's Counsel, relating in any way to the Action or allegations therein, in the media, through any public statements, online postings, interviews, publications, or otherwise. The Parties agree that this non-disparagement obligation is a material term of this Settlement Agreement and that the non-breaching party shall be entitled to pursue all remedies and damages available in a court of competent jurisdiction, including but not limited to injunctive relief. The Parties stipulate that such a material breach would cause irreparable harm for which no adequate remedy at law exists.

T. Advice of Counsel. All Parties warrant and represent that they are agreeing to the terms and conditions of this Settlement Agreement based on the legal advice of their respective attorneys, that they have been afforded the opportunity to discuss the contents of this Settlement Agreement with their attorneys, and that the terms and conditions of this document are fully understood and voluntarily accepted.

U. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized, have caused this Agreement to be executed as of the dates indicated below: [*Signatures on following pages.*]


**CLASS REPRESENTATIVE AND CLASS COUNSEL:**

Dated: 03/20, 2026

By:   
Christina Chiechi (Mar 20, 2026 15:06:46 PDT)  
Christina Chiechi, individually and on  
behalf of the Settlement Class

Dated: 3/20, 2026

MILBERG, PLLC

By:   
Alexander E. Wolf, Esq.  
Attorneys for Plaintiff

**DEFENDANT AND COUNSEL FOR DEFENDANT:**

3/20/2026 | 3:25 PM EDT

Dated: \_\_\_\_\_, 2026

EDLOE FINCH LLC

Signed by:

By: Patrick Sommerfield

Name: Patrick Sommerfield

Title: Secretary

3/20/2026 | 11:49 AM PDT

Dated: \_\_\_\_\_, 2026

DENTONS US LLP

Signed by:

By: Michael Duvall

Michael J. Duvall, Esq.

Attorneys for Defendant

# **EXHIBIT A**

**TO ALL PERSONS WHO MADE A PURCHASE FROM WWW.ALBANYPARK.COM  
FROM JUNE 21, 2020 THROUGH OCTOBER 31, 2024**

**Read this notice carefully. You could receive compensation from this class action settlement. This court-authorized notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [WEBSITE] or by writing to or calling the Settlement Administrator at the address or toll-free number below.**

**Notice ID:** <<ClaimLoginID>>

**PIN:** <<ClaimLoginPIN>>

**What Is This Case About?** In the lawsuit entitled *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 25CU057205C, Superior Court of California, County of San Diego, Plaintiff Christina Chiechi (“Plaintiff” or “Class Representative”), on behalf of herself and a proposed class, alleges that Defendant Edloe Finch LLC d/b/a Albany Park (“Defendant”) misleadingly advertised various discounts for products on its website AlbanyPark.com. Defendant denies that it misled consumers, disputes that it has done anything wrong, and maintains its advertising was accurate and lawful. The lawsuit seeks money damages, as well as attorneys’ fees and costs. The Court has not ruled on the merits of the claims or Defendant’s defenses.

**Who Is A Class Member?** All persons nationwide who made a purchase from www.AlbanyPark.com during the Class Period (“Settlement Class Members”). The “Class Period” is June 21, 2020 through October 31, 2024.

**What Are The Terms Of The Settlement?** Under the terms of the Settlement, if approved by the Court, Settlement Class Members will receive a \$115 voucher for store credit, included herein, that can be applied towards any future purchase on AlbanyPark.com (“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 is available at [Settlement Website]. In addition to these benefits, Defendant has agreed to pay notice and administration costs, a service award of up to \$5,000 to the Class Representative, and reasonable attorneys’ fees and expenses of up to \$1,500,000, subject to approval by the Court. Payment of these costs and fees will not reduce the value of the Credit Benefits and Cash Benefits that Settlement Class Members will receive.

## ALBANY PARK

### \$115 Off A Single Purchase\*

Redemption Code: [Voucher Code]

Notice ID: <<ClaimLoginID>>

\* This Credit Benefit is issued pursuant to the terms of the settlement of *Chiechi v. Edloe Finch LLC d/b/a Albany Park*. Credit Benefits can be combined with any other discount or offer available on AlbanyPark.com and are transferrable, but only one Credit Benefit can be used per transaction. Credit Benefits are one-time use. This Credit Benefit will be activated within 28 days of final approval of the settlement by the Court and expires 18 months thereafter. To use the Credit Benefit, enter the redemption code in the “Discount Code” field during checkout on AlbanyPark.com before you place your order. The voucher will then show as applied to your shopping cart, after which you may place the order. For more information, including the exact expiration date, visit [Settlement Website].

**How Do You Choose Your Settlement Award?** To elect the Credit Benefit, you do not have to do anything. The Credit Benefit is included herein and will be activated within 28 days of final approval of the settlement by the Court. To elect the Cash Benefit in lieu of the Credit Benefit, you must submit a qualifying signed and completed Claim Form online to the Settlement Administrator no later than [Claim Deadline]. Claim Forms may also be submitted to the Settlement Administrator by mail if postmarked no later than [Claim Deadline]. The Claim Form is available at [Settlement Website]. If you do not submit a qualifying signed and completed Claim Form to the Settlement Administrator by [Claim Deadline], you will automatically receive the Credit Benefit.

**What Are My Other Options?** If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by emailing or mailing a request for exclusion to the Settlement Administrator no later than [Objection/Exclusion Deadline]. If you exclude yourself from the Settlement, you will not receive a Cash or Credit Benefit from the Settlement. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue Defendant for any 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.

If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by filing a document with the Court explaining why you do not like the Settlement by no later than [Objection/Exclusion Deadline], and sending a copy to the Settlement Administrator (electronically or by mail). Additional information about objecting to the Settlement is available at [Settlement Website]. You will be bound by the Settlement if your objection is rejected, and will still receive a Settlement Award.

**Final Approval Hearing.** The Court will hold a hearing in this case to consider whether to approve the Settlement on [redacted], at [redacted] p.m., Superior Court of California, County of San Diego, Courtroom C-66, located at 330 W Broadway, San Diego, CA 92101. The date or time of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should check the settlement website and the Court’s website to confirm that the date or time has not been changed.

**THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [Settlement Website], OR YOU CAN WRITE OR CALL THE SETTLEMENT ADMINISTRATOR AT [redacted] OR ( ) - [redacted] (TOLL-FREE), OR CLASS COUNSEL WHOSE**

**CONTACT INFORMATION CAN BE FOUND AT [www.Milberg.com](http://www.Milberg.com), OR BY ACCESSING THE COURT DOCKET IN THIS CASE, AT YOUR OWN EXPENSE, AT <https://roa.sdcourt.ca.gov/roa/>, OR BY VISITING THE OFFICE OF THE CLERK AT 330 W Broadway, San Diego, CA 92101.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

# **EXHIBIT B**

**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](http://www.AlbanyPark.com) from June 21, 2020 through October 31, 2024, you may be entitled to a payment 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**

<b>DO NOTHING</b>	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.
<b>SUBMIT A CLAIM FORM</b>	If you submit a valid Claim Form by [ <b>Claim Deadline</b> ] 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.
<b>EXCLUDE YOURSELF FROM THE CASE</b>	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 [ <b>Objection/Exclusion Deadline</b> ]

<b>OBJECT TO THE SETTLEMENT</b>	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 [Objection/Exclusion Deadline].
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## 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](http://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 [[WEBSITE](#)].

### 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](http://www.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 [[WEBSITE](#)].

**MEMBERS OF THE SETTLEMENT CLASS**  
**QUESTIONS? VISIT [WWW.XXXXXXXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXXXXXXX.COM)**

## 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](http://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 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](http://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](http://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?

**QUESTIONS? VISIT [WWW.XXXXXXXXXXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXXXXXXXXXX.COM)**

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](http://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.

### 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 [\[website\]](#) to elect a Cash Benefit. Read the instructions carefully, fill out the form, sign it, and submit it online no later than [\[Claim Deadline\]](#). You may also submit a Claim Form by mail if postmarked by no later than [\[Claim Deadline\]](#). 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 [Final Approval Hearing Date] 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 [Settlement Website]. 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; and (d) 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.

You must mail your exclusion request postmarked no later than [Objection/Exclusion Deadline] to the Settlement Administrator at the following address:

[address]

### 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?

QUESTIONS? VISIT WWW.XXXXXXXXXXXXXXXXXXXXX.COM

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 [Objection/Exclusion Deadline]. The Settlement Administrator's mailing address is below:

[address]

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.

### **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 [Claim Deadline], 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?**

**QUESTIONS? VISIT WWW.XXXXXXXXXXXXXXXXXXXXX.COM**

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 **[Final Approval Hearing Date]**, at **[Time] PT**, 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.xxxxxxxxxxxxxxxxxxxxxxx.com](http://www.xxxxxxxxxxxxxxxxxxxxxxx.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.

Alexander E. Wolf, Esq.  
awolf@milberg.com  
MILBERG, PLLC  
280 South Beverly Drive, Penthouse  
Beverly Hills, California, 90212  
Telephone: 872-365-7060

**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.

***QUESTIONS? VISIT [WWW.XXXXXXXXXXXXXXXXXXXXXX.COM](http://www.xxxxxxxxxxxxxxxxxxxxxxx.com)***

# **EXHIBIT C**

Your claim must be submitted online or postmarked by: **[claim deadline]**

*Chiechi v. Edloe Finch LLC d/b/a Albany Park*  
Case No. 25CU057205C  
Superior Court for the State of California  
San Diego County

Settlement  
Administrator

### Claim Form

## GENERAL INSTRUCTIONS

Complete this Claim Form if you are a Settlement Class Member and want to receive a Cash Benefit. This Claim Form may be submitted electronically via the Settlement Website at **[settlement website]**, or completed and mailed to:

**[address]**

If you have any questions, please visit **[settlement website]** or call toll-free **[phone number]**. You may also write to the Settlement Administrator at **[email address]** or Class Counsel at [awolf@milberg.com](mailto:awolf@milberg.com).

## I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

<input type="text"/>	<input type="text"/>	
<b>First Name</b>	<b>Last Name</b>	
<input type="text"/>		
<b>Street Address</b>		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Email Address</b>	<b>Telephone Number</b>	<b>Notice ID (listed in the notice sent to you)</b>

QUESTIONS? VISIT [WWW.XXXXXXXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXXXXXXX.COM)

Your claim must be submitted online or postmarked by: **[claim deadline]**

**Chiechi v. Edloe Finch LLC d/b/a Albany Park**  
Case No. 25CU057205C  
Superior Court for the State of California  
San Diego County  
**Claim Form**

**Settlement Administrator**

**II. PAYMENT SELECTION**

Your payment check will be mailed to you at the address you provided above.

If you would rather be paid by PayPal, Venmo, or Zelle, submit your claim electronically online at:

www.**XXXXXXXXXXXXXXXXXXXXXX**.com

**III. ATTESTATION & SIGNATURE**

By signing and submitting this Claim Form, I hereby attest under penalty of perjury under California law that I am a Settlement Class Member in *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 25CU057205C, and that I want to receive a payment from the class action settlement. I further attest that the information included with this Claim submission is true, accurate, and complete to the best of my knowledge.

I understand that the Settlement Administrator may contact me to request additional information to confirm my membership in the Settlement Class and that failure to promptly provide the Settlement Administrator with the requested information may result in the denial of my Claim Form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **EXHIBIT D**

**TO ALL PERSONS WHO MADE A PURCHASE FROM WWW.ALBANYPARK.COM FROM JUNE 21, 2020 THROUGH OCTOBER 31, 2024**

**Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement.**

This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [WEBSITE] or by writing to or calling the Settlement Administrator at the address or toll-free number in this notice.

**Notice ID: <<ClaimLoginID>>**

**PIN: <<ClaimLoginPIN>>**

**Chiechi v. Edloe Finch LLC d/b/a Albany Park Settlement**  
**c/o Settlement Administrator**  
**Administrator Address**  
**Administrator City/State/Zip**

**Class Member Name**  
**Class Member Address**  
**Class Member City/State/Zip**

**What Is This Case About?** In the class action *Chiechi v. Edloe Finch LLC d/b/a Albany Park*, Case No. 25CU057205C, Sup. Ct. of CA, Cty. of San Diego, Plaintiff alleges that Defendant Edloe Finch LLC d/b/a Albany Park (“Defendant”) misleadingly advertised various discounts for products on AlbanyPark.com. Defendant disputes that it has done anything wrong and maintains its advertising was accurate and lawful. The lawsuit seeks money damages, attorneys’ fees, and costs. The Court has not ruled on the merits. A class settlement has been reached. The “Settlement Class Members” are all persons nationwide who made a purchase from www.AlbanyPark.com between June 21, 2020 through October 31, 2024. You are receiving this notice because Defendant’s records indicate you are a Settlement Class Member and email notice to you was marked undelivered. Please provide the Settlement Administrator with your current email address.

**What Are The Terms Of The Settlement?** Under the Settlement, if approved by the Court, Settlement Class Members will receive a \$115 voucher for store credit, included herein, that can be applied towards any future purchase on AlbanyPark.com (“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”). In addition, Defendant agreed to pay notice and administration costs, a service award of up to \$5,000 to the Class Representative, and reasonable attorneys’ fees and expenses of up to \$1,500,000, subject to approval by the Court. Payment of these costs and fees will not reduce the value of the Credit Benefits and Cash Benefits that Settlement Class Members will receive.

**How Do You Choose Your Settlement Award?** To elect the Credit Benefit, you do not have to do anything. The Credit Benefit is included herein and will be activated within 28 days of final approval of the settlement by the Court. To elect the Cash Benefit in lieu of the Credit Benefit, you must submit a qualifying signed and completed Claim Form online to the Settlement Administrator no later than [Claim Deadline]. Claim Forms may also be submitted to the Settlement Administrator by mail if postmarked no later than [Claim Deadline]. The Claim Form is available at [Settlement Website]. If you do not submit a qualifying signed and completed Claim Form to the Settlement Administrator by [Claim Deadline], you will automatically receive the Credit Benefit.

**What Are My Other Options?** If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by emailing or mailing a request for exclusion to the Settlement Administrator no later than [Objection/Exclusion Deadline]. If you exclude yourself, you will not receive a Cash or Credit Benefit. If you do not opt out of the Settlement, you will be bound by any judgment approving the Settlement and will give up any right to sue Defendant for any 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. If you stay in the Settlement, you may object to the Settlement by filing a document with the Court explaining why you do not like the Settlement by no later than [Objection/Exclusion Deadline], and sending a copy to the Settlement Administrator (electronically or by mail). You will be bound by the Settlement if your objection is rejected. Additional information is available at [Settlement Website].

**Final Approval Hearing.** The Court will have scheduled a hearing to consider whether to approve the Settlement on [Date], at [Time] p.m., Superior Court of CA, County of San Diego, Courtroom C-66, located at 330 W Broadway, San Diego, CA 92101. The Final Approval Hearing date may change without further notice. Check the settlement website and the Court’s website to confirm that the date has not been changed.

**THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [Settlement Website], OR WRITE OR CALL THE SETTLEMENT ADMINISTRATOR AT [Phone Number] OR ( ) - (TOLL-FREE).**

**ALBANY PARK**

**\$115 Off A Single Purchase\***

Redemption Code: [Voucher Code]

Notice ID: <<ClaimLoginID>>

\* This Credit Benefit is issued pursuant to the terms of the settlement of *Chiechi v. Edloe Finch LLC d/b/a Albany Park*. Credit Benefits can be combined with any other discount or offer available on AlbanyPark.com and are transferrable, but only one Credit Benefit can be used per transaction. Credit Benefits are one-time use. This Credit Benefit will be activated within 28 days of final approval of the settlement by the Court and expires 18 months thereafter. To use the Credit Benefit, enter the redemption code in the “Discount Code” field during checkout on AlbanyPark.com before you place your order. The voucher will then show as applied to your shopping cart, after which you may place the order. For more information, including the exact expiration date, visit [Settlement Website].

# **EXHIBIT E**

1 ALEXANDER E. WOLF (SBN 299775)  
awolf@milberg.com  
2 WILLIAM J. EDELMAN (SBN 285177)  
wedelman@milberg.com  
3 JOHN J. NELSON (SBN 317598)  
jnelson@milberg.com  
4 **MILBERG, PLLC**  
5 280 South Beverly Drive, Penthouse  
Beverly Hills, California, 90212  
6 Tel: 872-365-7060

7 Attorneys for Plaintiff

8  
9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN DIEGO**

12 CHRISTINA CHIECHI, individually and on  
behalf of all others similarly situated,

13 Plaintiff,

14 v.

15 EDLOE FINCH LLC d/b/a Albany Park,

16 Defendant.

Case No. 25CU057205C

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT, PROVISIONAL CLASS  
CERTIFICATION, AND CLASS NOTICE  
PLAN**

17 Dept.: C-66  
18 Judge: Hon. Wendy M. Behan  
Date:  
19 Time:

1 On \_\_\_\_\_, 2026, this Court heard Plaintiff's unopposed Motion for  
2 Preliminary Approval of Class Settlement, Provisional Class Certification, and Class Notice Plan  
3 ("Motion"). The Court reviewed the Motion, including the Settlement Agreement and Release  
4 ("Settlement" or "Settlement Agreement"). Based on this Court's review and the findings below, the  
5 Court concludes that the Settlement Agreement appears fair, reasonable, adequate, and within the range  
6 of reasonableness for preliminary approval, and further finds good cause to grant the Motion.<sup>1</sup>

7 1. The Settlement Agreement is the product of serious, informed, non-collusive negotiations  
8 with Defendant Edloe Finch LLC d/b/a Albany Park, and falls within the range of possible approval as  
9 fair, reasonable and adequate.

10 2. The Class Notice (including the Long Form Notice, Email Notice, Mail Notice, and Claim  
11 Form): (a) constitute the best such forms of notice practicable under the circumstances; (b) the methods  
12 for providing Class Notice to Settlement Class Members set forth in the Settlement Agreement constitute  
13 valid, due, and sufficient notice to all members of the Settlement Class; and (c) the notices and Class  
14 Notice plan set forth in the Settlement Agreement comply fully with the requirements of California Code  
15 of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, the California and United  
16 States Constitutions, and other applicable law.

17 3. For Settlement purposes only, the Settlement Class is so numerous that joinder of all Class  
18 Members is impracticable.

19 4. For Settlement purposes only, Plaintiff's claims are typical of Settlement Class claims.

20 5. For Settlement purposes only, there are questions of law and fact common to the Settlement  
21 Class, which predominate over any questions affecting only individual Settlement Class Members.

22 6. For Settlement purposes only, class certification is superior to other available methods for  
23 the fair and efficient adjudication of the controversy.

24 **IT IS HEREBY ORDERED THAT:**

25  
26  
27 \_\_\_\_\_  
28 <sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as in the Settlement Agreement.

1           7.       **Settlement Approval.** The Settlement Agreement and Class Notice (including the Long  
2 Form Notice, Email Notice, Mail Notice, and Claim Form) described therein are preliminarily approved.  
3 The Settlement Agreement, including exhibits thereto, is preliminarily approved as fair, reasonable,  
4 adequate, and within the range of reasonableness for preliminary approval.

5           8.       **Provision of Class Notice.** Class Counsel through the Settlement Administrator will notify  
6 Settlement Class Members of the Settlement in the manner specified under the Settlement Agreement.

7           9.       **Class Certification for Settlement Purposes Only.** The Settlement Class is provisionally  
8 certified as “All persons nationwide who purchased one or more items from [www.AlbanyPark.com](http://www.AlbanyPark.com) during  
9 the Class Period.” The “Class Period” means June 21, 2020 through October 31, 2024. Excluded from the  
10 Settlement Class are all persons who validly opt out of the Settlement in a timely manner; counsel of  
11 record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates,  
12 subsidiaries, independent service providers and all of their respective officers and directors; and the  
13 presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate  
14 families and judicial staff. In connection with this conditional certification, the Court makes the following  
15 preliminary findings for settlement purposes only:

- 16           • The Settlement Class appears to be so numerous that joinder of all members is  
17           impracticable.
- 18           • There appear to be questions of law or fact common to the Settlement Class for purposes  
19           of determining whether this Settlement should be approved.
- 20           • Plaintiff’s claims appear to be typical of the claims being resolved through the proposed  
21           Settlement.
- 22           • Plaintiff appears to be capable of fairly and adequately protecting the interests of the  
23           Settlement Class in connection with the proposed Settlement.
- 24           • Common questions of law and fact appear to predominate over questions affecting only  
25           individual persons in the Settlement Class. Accordingly, the Settlement Class appears to  
26           be sufficiently cohesive to warrant settlement by representation.
- 27           • Certification of the Settlement Class appears to be superior to other available methods for  
28           the fair and efficient resolution of the claims of the Settlement Class.

- Certification of the Settlement Class appears to meet 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.

10. **Class Representative.** Plaintiff Christina Chiechi is designated as Class Representative for the Settlement Class.

11. **Class Counsel.** The Court appoints Alexander E. Wolf and William J. Edelman of Milberg, PLLC as counsel for the Settlement Class. The Court finds that counsel is competent and capable of exercising all responsibilities as Class Counsel for the Settlement Class.

12. **Claim Submission.** Settlement Class Members must submit a complete and valid Claim Form on or before the Claim Deadline to be eligible for the Cash Benefit. Settlement Class Members who do not timely submit a valid Claim Form and elect the Cash Benefit will be considered to have elected the Credit Benefit, consistent with the Settlement Agreement.

13. **Exclusion from the Settlement Class.** Persons in the Settlement Class will possess the right to opt out by sending a written request via email and/or U.S. Mail to the Settlement Administrator by the Objection/Exclusion Deadline. All Settlement Class Members who do not opt out in accordance with the terms set forth herein will be bound by all determinations and judgments in this Action. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; (b) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; (c) identify the name and case number of this Action; (d) include the Settlement Class Member's unique Notice ID number provided by the Settlement Administrator; and (e) include the statement "I request to be excluded from the class settlement" in the Action. No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted, if sent by U.S. Mail. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within two (2) days of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement

1 Class using this procedure will not be entitled to any Settlement Award, will not be bound by the  
2 Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members  
3 who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline  
4 shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the  
5 Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested  
6 exclusion from the Settlement. However, untimely requests for exclusion may be considered if Class  
7 Counsel and Defendant's Counsel agree to as much in writing or if the Court so orders.

8 **14. Objections and Appearances.**

9 a. Only Settlement Class Members may object to the Settlement. A Settlement Class  
10 Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion  
11 Deadline. All written objections and supporting papers must (a) contain and clearly identify the case  
12 name and number; and (b) be filed with the Court, with a copy sent to the Settlement Administrator  
13 (electronically or by mail). It shall be the objector's responsibility to ensure receipt of any objections by  
14 the Court and Settlement Administrator.

15 b. Written objections must also contain: (1) the full name, address and telephone  
16 number of the Settlement Class Member; (2) a written statement of all grounds for the objection  
17 accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon  
18 which the objection is based; (4) a list of all persons who will be called to testify in support of the objection  
19 (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Final Approval  
20 Hearing; (6) attestation of facts supporting the person's status as a Settlement Class Member or other  
21 proof of membership in the Settlement Class, including but not limited to the Settlement Class Member's  
22 unique Notice ID number provided by the Settlement Administrator; (7) a list of all objections filed by  
23 the objector and his or her counsel to class action settlements in the last three years; and (8) the signature  
24 of the Settlement Class Member and her or his counsel, if any.

25 c. No Settlement Class Member shall be heard at the Final Approval Hearing  
26 (whether individually or through separate counsel) unless written notice of the Settlement Class Member's  
27 intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have  
28 been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of

1 service accompanied by a file-stamped copy of the submission shall be the exclusive means used to  
2 determine whether an objection and/or notice of intention to appear has been timely filed and served. In  
3 the event that the postmark is illegible, the objection and/or notice to appear shall be deemed untimely  
4 unless it is received by the Court and Settlement Administrator within two (2) days of the  
5 Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection  
6 in the manner specified above shall be deemed to have waived any objections and shall be foreclosed  
7 from making any objection (whether by appeal or otherwise) to the Settlement. However, untimely  
8 written objections may be considered if Class Counsel and Defendant's Counsel agree to as much in  
9 writing or if the Court so orders.

10 d. Class Counsel and Defendant's Counsel may, individually or jointly, and at least  
11 five (5) days (or such other number of days as the Court shall specify) before the Final Approval Hearing,  
12 file any responses to any written objections submitted to the Court by Settlement Class Members or  
13 respond to any such objections during the Final Approval Hearing.

14 15. **Effect of Failure to Obtain Final Approval of the Agreement.** In the event the  
15 Agreement is not finally approved by the Court, then the following shall apply:

16 a. The Agreement and all orders and findings entered in connection with the  
17 Agreement shall become null and void and have no further force and effect, and shall not be used in the  
18 Action or in any other case or controversy, and that in such an event, the Agreement and all negotiations  
19 and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties,  
20 who shall be restored to their respective legal positions as of the date of the Agreement;

21 b. The conditional certification of the Settlement Class pursuant to this Order shall be  
22 vacated automatically and void; no doctrine of waiver, estoppel or preclusion shall be asserted in any  
23 litigated certification proceedings in the Action; and the Agreement and its existence shall be inadmissible  
24 to establish any fact relevant to class certification or any alleged liability of Defendant for the matters  
25 alleged in the Action or for any other purpose;

26 16. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or  
27 concession on any point of fact or law by or against any Party.

1           17.     **Stay/Bar of Other Proceedings.** All proceedings in this Action are stayed until further  
2 order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final  
3 determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class,  
4 and persons purporting to act on their behalf, are enjoined from commencing or prosecuting (either  
5 directly, representatively or in any other capacity) against any of the Discharged Parties any action,  
6 arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims.

7           18.     **Further Procedures.** Counsel for the Parties are hereby authorized to agree to utilize all  
8 reasonable procedures in connection with the administration of the Settlement which are not materially  
9 inconsistent with either this Order or the terms of the Settlement Agreement.

10          19.     **No Residual Funds.** Pursuant to the Settlement, Credit Benefits shall be automatically  
11 delivered to Settlement Class Members; and Cash Benefits that are claimed but uncashed for 180 days  
12 shall be distributed to the State of California and held pursuant to the Unclaimed Property Law, California  
13 Code of Civil Procedure § 1510 et seq. Accordingly, this disposition results in no “unpaid residue” under  
14 California Civil Procedure Code § 384, as all Settlement Awards will be paid out to Settlement Class  
15 Members.

16          20.     **Final Approval Hearing/Fairness Hearing.** On \_\_\_\_\_ [month] \_\_\_\_ [day], 2026  
17 at \_\_\_\_\_ [time], this Court has scheduled a Final Approval Hearing/Fairness Hearing to  
18 determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate,  
19 and to award any attorneys’ fees to Class Counsel and incentive awards to the Class Representative as  
20 may be appropriate. Based on the date of this Order and the Final Approval Hearing, the following are  
21 certain associated dates and deadlines in the Settlement:

<u>Item</u>	<u>Deadline</u>
Notice Deadline/Notice Date	21 days after Preliminary Approval
Plaintiff’s Motion for Attorneys’ Fees and Incentive Awards	14 days prior to the Objection/Exclusion Deadline (67 days after Preliminary Approval)
Objection/Exclusion Deadline	60 days after Notice Deadline (81 days after Preliminary Approval)

1	Claim Deadline	60 days after the Notice Deadline (81 days after Preliminary Approval)
2		
3	Final Tally	14 days after Claim Deadline (95 days after Preliminary Approval)
4		
5	Motion for Final Approval	28 days before Final Approval Hearing (Approx. 120 days after Preliminary Approval)
6		
7	Plaintiff's and Defendant's Written Responses to Objections (if any)	5 days prior to date of Final Approval Hearing
8		
9	Fairness Hearing	_____
10		
11		
12	Effective Date	7 days after Final Approval
13		
14	Cash Settlement Fund Payment for Settlement	21 days after Effective Date
15	Awards	
16	Payment of Attorneys' Fees and Incentive	21 days after Effective Date
17	Awards	
18	Distribution/Activation of Settlement Awards	Credit Benefits: 21 days after Effective Date Cash Benefits: 14 days after receipt of funds by Settlement Administrator
19		
20		

21 IT IS SO ORDERED.

22  
23 Dated: \_\_\_\_\_

24 \_\_\_\_\_  
25 HON. WENDY M. BEHAN  
26 JUDGE OF THE SUPERIOR COURT  
27  
28