

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between: (a) Plaintiffs Emily Dembiczak, Bria Stewart, Evelyn Hernandez, Kenita Hearne, Selena Flores, Brianna Clark, and Alize Holly (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class (as defined herein); and (c) Defendant Fashion Nova, LLC (“Fashion Nova” or “Defendant”) (collectively, the “Parties”), and is subject to approval in the action to be filed in the Superior Court for the State of California, County of San Diego (the “Action”).

I. LITIGATION BACKGROUND

A. On March 17, 2023, Plaintiff filed a lawsuit (*Dembiczak v. Fashion Nova, LLC*, Case No. 2:23-cv-00408) in the United States District Court for the Western District of Washington, alleging that Fashion Nova deceives consumers by: (a) offering discounted product sale prices purporting to be for a fixed duration when discounted sales prices actually continue to be offered thereafter; and (b) misrepresenting the “regular” price of products against which the sales price is a discount and/or the extent of the sales discount. Fashion Nova moved to compel the case to arbitration, the District Court denied that motion, and the decision is currently on appeal in the Ninth Circuit. (The initial filing and appeal shall be referred to herein as the “*Dembiczak*” matter.)

B. Plaintiff Bria Stewart filed a similar case against Fashion Nova in the Superior Court of the State of California, County of Los Angeles (*Stewart v. Fashion Nova, LLC*, Case No. 22STCV34932), which was subsequently compelled to arbitration. (The initial filing and arbitration shall be referred to herein as the “*Stewart*” matter.)

C. On April 2, 2025, Plaintiffs Evelyn Hernandez, Kenita Hearne, Selena Flores, Brianna Clark, and Alize Holly filed a class action in the United States District Court for the Western District of Washington (Case No. 2:25-cv-00589) alleging that Fashion Nova deceives consumers by: (a) offering discounted sale prices purporting to be for a fixed duration when discounted sales prices actually continue to be offered; and (b) misrepresenting the “regular” price

against which the sales price is a discount and/or the extent of the sales discount. (This case shall be referred to herein as the *Hernandez* matter.) The *Hernandez* matter followed March 18, 2025 demand letters sent to Fashion Nova by each Plaintiff in the *Hernandez* matter. The letters alleged claims under California's Consumer Legal Remedies Act and other laws.

D. The *Dembiczak*, *Stewart*, and *Hernandez* matters shall be referred to collectively herein as the "Matters." Counsel for Plaintiffs in each of the Matters is Dovel & Luner.

E. On April 29, 2024, the Parties attended a full-day mediation with the Honorable Edward Infante (Ret.) of JAMS. On July 9, 2024, the Mediator submitted a settlement proposal to the Parties, which the Parties rejected. The Parties' negotiations continued through the Mediator and directly, and on December 18, 2024, the Mediator submitted a second settlement proposal to the Parties. The Parties accepted the second proposal, subject to negotiation of additional terms in a long form agreement, and following the proposal, continued to negotiate implementation details of the proposal, both directly and through the mediator. On April 3, 2024, the Parties resolved all outstanding issues and reached a settlement in principle of all the Matters, subject to the Parties' ability to negotiate a mutually satisfactory long form agreement. The Parties then negotiated and finalized this Agreement memorializing the settlement.

F. As a result of lengthy, substantive, and good faith negotiations, the Parties have obtained sufficient information to assess the strengths and weaknesses of the claims and defenses.

G. Based on the above-outlined investigation and litigation, the current state of the law, the expense, burden, and time necessary to litigate and/or arbitrate and appeal the above described matters, the risks and uncertainty of further prosecution of these matters considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiffs and Class Counsel have 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.

H. At all times, Defendant has expressly denied and continues to deny any liability or wrongdoing of any kind or that Plaintiffs or any putative class member has been damaged in any amount or at all in connection with the claims alleged in any of the Matters or the Action and maintains that all the above claims and the claims of Plaintiffs are subject to a binding and enforceable arbitration clause, and that it will prevail on appeal on the issue of arbitrations in *Dembiczak*. Defendant further contends that, for any purpose other than Settlement, the claims at issue are not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in any of the above-described matters or any other actions. Defendant has at all times maintained that the challenged advertising practices are not deceptive or misleading as a matter of law. Nonetheless, considering the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the above-matters be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

I. 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 out of the allegations in the Matters and the Action. Therefore, as set forth further below, it is the intention of the Parties and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant and the Released Parties.

II. DEFINITIONS

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

A. “**Action**” means the action to be filed by Plaintiff in the Superior Court for the State of California, County of San Diego (the “Court”) pursuant to this Agreement.

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class and issuing Settlement Vouchers.

C. “**Agreement**” means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

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

E. “**Class Counsel**” means Simon Franzini and Jonas Jacobson of Dovel & Luner, LLP (“Dovel”).

F. “**Class Period**” means September 17, 2018 to the date this Agreement is signed.

G. “**Defendant**” means Fashion Nova, LLC.

H. “**Defendant’s Counsel**” means Mitchell Silberberg & Knupp LLP.

I. “**Effective Date**” means: if there are no objections, the date of Final Approval; if there are objections, the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of any appeal(s) of the Final Approval Order; or (iii) the date of final dismissal of any appeal of, or the final dismissal or resolution of any proceeding on certiorari with respect to, the Final Approval Order.

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

K. “**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.

L. “**Fee Award**” means the amount of attorneys’ fees, costs, and reimbursement of expenses awarded by the Court to Class Counsel.

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

N. **“Final Approval Order”** means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the Settlement in connection with the Fairness Hearing.

O. **“Incentive Award”** means a reasonable payment, subject to Court approval, made to the named Plaintiffs as compensation for Plaintiffs’ efforts and diligence in pursuing the Action.

P. **“Long Form Notice”** means notice of the proposed Settlement to be provided to Settlement Class in substantially the same form as **“Exhibit B.”**

Q. **“Notice Deadline”** or **“Notice Date”** means the date no later than 30 days after Preliminary Approval, or such other date set by the Court, on which the notice described in this Agreement is first issued.

R. **“Objection/Exclusion Deadline”** means the deadline to object or seek exclusion from the Settlement, which shall be the date that is thirty (30) days after the Notice Date, or such other date set by the Court.

S. **“Parties”** or **“Party”** means the Class Representatives and Defendant.

T. **“Person”** means any individual, corporation, limited liability company, limited or general partnership, trust, governmental body, or any other entity or organization of any kind.

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

V. **“Preliminary Approval Order”** means the proposed order to be submitted to the Court in connection with the preliminary approval hearing on the Settlement.

W. **“Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, actions, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations

(including “Unknown Claims”), of any nature whatsoever, whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Washington Consumer Protection Act, the California Consumer Legal Remedies Act, the California Unfair Competition Law, the California False Advertising Law, the Oregon Unlawful Trade Practices Act, or any other state, federal, local, statutory or common law or any other law, rule or regulation, that Plaintiff or Settlement Class Members ever had, now have, or may have against the Released Parties or any of them, in any court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, arising out of any facts, advertising, marketing, sales, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act during the Class Period, that arise out of the allegations in any of the Matters or in the Action including but not limited to any claim of express or implied misrepresentations or omissions about product sales prices, regular product prices, duration of product sales or sale prices or discounts, or extent of discounts against previous product prices.

X. **“Released Parties”** means Fashion Nova, LLC, and each of its present and former parent companies, subsidiaries, shareholders, members, officers, directors, employees, agents, servants, registered representatives, affiliates, partners, privities, predecessors, successors, personal representatives, heirs and assigns, retailers, suppliers, distributors, endorsers, consultants, and any and all other entities or persons upstream and downstream in the production/distribution channels or which could otherwise be claimed to be liable for any of the false advertising to be alleged in the Action or covered by the Released Claims, but only in their capacities as such, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with it, or any of them, but only in their capacity as such.

Y. **“Releasing Parties”** means Plaintiffs, each Settlement Class Member who or which does not timely opt out, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, subsidiaries, associates, affiliates, employers,

employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations, but only in their capacity as such.

Z. **“Settlement Administrator”** means the third-party agent or administrator chosen by the parties and to be approved by the Court.

AA. **“Settlement Class”** means all Persons who purchased, from a billing address listed with Defendant that is in California (“California subclass”), Oregon (“Oregon subclass”), or Washington (“Washington subclass”), one or more products on fashionnova.com or through the Fashion Nova mobile application at any time 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, and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release of the Released Claims prior to the Effective Date

BB. **“Settlement Class Member(s)”** means any member of the Settlement Class.

CC. **“Settlement Voucher(s)”** means the \$12 merchandise credit voucher issued to each Settlement Class Member, which can be applied toward any purchase made on fashionnova.com. One Settlement Voucher will be issued automatically to each Settlement Class Member. The Settlement Voucher can be used for anything on the website, including shipping, with no product restrictions and no blackout dates. Settlement Vouchers are stackable and transferable. Settlement Vouchers will expire three years after issuance. Settlement Vouchers are subject to additional terms and conditions, as set forth in Section III.C.

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

EE. “**Unknown Claims**” means Released Claims that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon distribution of all benefits owed under this Agreement (including all Settlement Vouchers, Administration Costs, and any Fee Award or Incentive Award awarded by the Court), the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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.

Upon distribution of all benefits owed under this Agreement (including all Settlement Vouchers, Administration Costs and any Fee Award or Incentive Award awarded by the Court), the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits, conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable, or equivalent to California Civil Code § 1542. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

FF. “**Website Notice**” means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Dismissal of the Matters. Within thirty days after all Parties have signed this Agreement, the Parties shall (a) jointly request that the *Dembiczak* Matter be placed in abeyance or all deadlines be extended pending final settlement approval in the Action and (b) dismiss each of the remaining Matters without prejudice. Except as provided for in this Agreement or otherwise agreed to in writing, each Party shall bear its own costs and attorneys’ fees in connection with all dismissals and with respect to all proceedings in the Matters. In the event that the Court of Appeals in *Dembiczak* Matter does not agree to place the appeal in abeyance or extend the deadlines pending approval, the Parties will move forward with this Settlement regardless of any decision reached in that Matter. If and when this Settlement is finally approved, Plaintiff *Dembiczak* will dismiss the *Dembiczak* matter with prejudice. Plaintiffs in the *Hernandez* Matter shall stipulate to continue Defendant’s deadline to respond to the Complaint until a date following Plaintiffs dismissal of that matter under this paragraph.

B. Filing of the Action and Request for Preliminary Approval: The Parties agree that, within thirty days after all Parties have signed this Agreement, Plaintiffs shall file a class action complaint naming themselves as the named Plaintiffs and asserting claims in the Superior Court for the State of California, County of San Diego (the “Action”). The class action complaint in the Action shall allege all the Released Claims and shall be materially similar to the complaints already filed in the Matters, and shall be subject to the reasonable approval of Defendant. Plaintiffs shall seek approval of the Settlement in the Action. The Parties agree that, during the settlement approval process, they will take all reasonable steps to ensure that the proceedings in the Action are limited to the motion for Preliminary and Final Approval.

C. Conditional Certification of Class: For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant or any Released Party, 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 the applicable rules governing class actions. 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 or involuntarily terminated for any reason, 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 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 in the Actions or the Matters or to whether those claims are amenable to class-based treatment or should be subject to arbitration. In addition, in such an event, Plaintiffs Hernandez, Hearne, Flores, Clark, and Holly may re-file the *Hernandez* action within 30 days, and, Plaintiff Stewart may re-file the *Stewart* matter within 30 days, and if any of them do so, the Parties agree that that re-filed matter(s) shall be treated as though it was filed as of the date that matter was initially filed for all purposes, including for purposes of any statute of limitation defense as to Plaintiffs' claims and as to the claims of any unnamed putative class members. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Settlement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least twenty-one (21) days. If after twenty-one (21) days the Parties have not agreed to amended settlement terms, then the Parties agree to provide the Court with a proposed schedule within twenty-one (21) days. In addition, in such an event, the

Parties to the *Dembiczak* action shall jointly request that that the appeal in that action be re-opened within twenty-one (21) days if the deadlines have otherwise been continued or placed in abeyance.

D. Relief for the Settlement Class

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, every Settlement Class Member will automatically receive a merchandise credit voucher (Settlement Voucher) in the amount of \$12.

2. Settlement Voucher Delivery: Defendant will provide a \$12 Settlement Voucher to each Settlement Class Member without any requirement for the Settlement Class Member to fill out a claim form or take any other affirmative action. Defendant will deliver Settlement Vouchers to Settlement Class Members by email within **thirty (30) calendar days** after the Effective Date. Defendant will send the Settlement Voucher to the most recent email address a Class Member used to make purchases on fashionnova.com.

3. Use of Settlement Vouchers: Settlement Vouchers can be used to make any purchase of any product on fashionnova.com, with no restriction. Settlement Vouchers can be combined with any other discount or offer and are freely transferable. Settlement Vouchers are stackable. Settlement Vouchers can be used at any time, with no blackout dates, for a period of three years after they are distributed. Defendant will distribute reminder emails, in a form subject to Class Counsel's reasonable approval, to each Class Member who received a voucher, to the most recent email address a Class Member used to make purchases on fashionnova.com at the first and second-year anniversary of the initial distribution of the vouchers, and thirty (30) days before expiration, in a form mutually acceptable to the Parties.

E. Release of Released Parties: Upon payment and distribution of all benefits owed under this Agreement (including all Settlement Vouchers, Administration Costs, and any Fee Award or Incentive Award awarded by the Court), except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class behalf of themselves and the Releasing Parties, shall fully release and discharge the Released Parties from the Released Claims, including all

Unknown Claims of the kind described in the Released Claims. This is notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action, the Matters, and/or the Released Claims herein.

F. Attorneys' Fees/Costs and Incentive Awards

1. As part of this Settlement, Defendant has agreed to pay Class Counsel reasonable attorneys' fees and costs, as approved by the Court, of up to Four Million Two Hundred Thousand Dollars and No Cents (\$4,200,000.00), without reducing the amount of the Settlement Vouchers or reducing the amount of money available to pay for the work performed by the Settlement Administrator. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for a reasonable award of attorneys' fees and costs and expenses of up to the specified amount. Defendant agrees not to object to a request for a Fee Award up to that amount.

2. As part of this Settlement, Defendant has agreed to pay Plaintiffs Incentive Awards of up to Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) each. After the Court preliminarily approves the Settlement, named Plaintiffs may apply to the Court for an Incentive Award in an amount not to exceed the specified amount for Plaintiffs' participation as Class Representatives. Defendant agrees not to object to a request for an Incentive Award up to this amount.

3. The Parties agree that any amount awarded as the Fee Award or Incentive Awards less than the requested amounts shall not be a basis for Plaintiff or Class Counsel to void this Agreement, and that Court approval of the Fee Award or Incentive Awards, or their amounts, will not be a condition of the Settlement.

4. Defendant will pay any Fee Award approved by the Court and any Incentive Award approved by the Court to Class Counsel via wire transfer within **thirty (30) calendar days** after the Effective Date, subject to Class Counsel and Plaintiff providing that Defendant has received payment routing information and tax I.D. numbers and completion of necessary forms, including but not limited to W-9 forms.

5. Plaintiffs and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of the Fee Award and the Incentive Award, including, but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9.

6. Except for the Fee Award and Incentive Awards to be paid to Class Counsel and Plaintiffs as specifically provided in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or the Matters or in connection with any claim that was or could have been alleged in the Action or the Matters. Except as otherwise provided herein, each Party shall bear its own fees and costs.

IV. SETTLEMENT ADMINISTRATION AND NOTICE

A. All notice and claims administration activities, except the distribution of the Settlement Vouchers and reminder emails, shall be carried out exclusively by the Settlement Administrator.

B. Administration Costs: Defendant shall cover reasonable Administration Expenses to the Settlement Administrator as they become due.

C. Administration: The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Agreement. Should the

Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, and Defendant shall provide a report of the number of Settlement Vouchers provided to Settlement Class Members.

D. Notice

1. Defendant will provide the Settlement Administrator a list of Settlement Class Members, including name, and the email associated with each Settlement Class Member's most recent purchase on fashionnova.com, for the purpose of administering the settlement reached pursuant to this Agreement.

2. The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below, no later than the Notice Date.

3. Email Notice: The Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as **Exhibit A** to the email addresses for Settlement Class Members identified by Defendant. This contact information for the Settlement Class Members will be shared with the Settlement Administrator but not Class Counsel.

4. Website Notice: The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, a copy of this Agreement, the Preliminary Approval Order, a webpage to provide email addresses, and any other materials the Parties agree to include. The Settlement Website will also explain Settlement Class Members' right to opt out of or object to the Settlement and provide the dates to opt out of or object to the settlement. The Settlement Website shall also state the date of the Fairness Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed. These documents and this information shall be available on the Settlement Website no later than the Notice Deadline and remain until thirty (30) days after distribution of all Settlement Vouchers. The Settlement Website shall not include any advertising and shall not bear or include Defendant's logo or trademarks.

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

E. Final Tally: The Settlement Administrator shall provide weekly reports to counsel for Defendant and Plaintiff stating the number of opt outs and objections received. Defendant shall also provide a report to counsel for Plaintiff setting forth the total number of Settlement Vouchers distributed to Class Members.

F. Class Counsel and Defendant will cooperate with the Settlement Administrator to reasonably manage and reduce Administration Costs.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections: Only Settlement Class Members who do not opt out 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 mailed to the Settlement Administrator. The Settlement Administrator will provide any written objections received to Class Counsel within five (5) calendar days, and Class Counsel will file them with the Court. 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 Fairness Hearing; (6) proof of membership in the Settlement Class; (7) a list of all objections filed by the objector and/or 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 Fairness Hearing (whether personally or through counsel) unless written notice of the Settlement Class Member's intention to appear at the Fairness 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. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar 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. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Fairness Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion: Settlement Class Members who wish to opt out of this Settlement must submit a written statement 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 signed by the Settlement Class Member; and (c) include the statement "I/we request to be excluded from the class settlement in "[*case name*]" and include the case number. 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 the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar 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 Vouchers, 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.

C. Termination Right: Defendant shall have the unconditional right, but not the obligation, in its sole discretion to terminate this Agreement if the total number of opt-outs exceeds 10,000 Persons. Each of the Parties agree that they will not opt out of the Settlement.

D. No Solicitation of Settlement Objections or Exclusions: 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 request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL OF SETTLEMENT

A. Following full execution of this Agreement, Plaintiff will file the Action and move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (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 and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Deadline; (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 object or seek to intervene; (f) pending final determination of whether the Settlement should be approved, bar all persons in

the Settlement Class 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; (g) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (h) schedule the Fairness Hearing on Final Approval of the Settlement; and (i) 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 (except as to the agreements concerning the re-filing of the *Hernandez* and *Stewart* matters and re-opening the *Dembiczak* action); 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 positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement.

B. Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification, move to compel arbitration, and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Agreement is terminated

as provided herein, or if the Settlement set forth in this Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void ab initio, and this Agreement or any other settlement related statement may not be cited regarding certification of the Settlement Class, or in support of an argument for certifying any class for any purpose related to this Action, the Matters, or any other proceeding.

VII. FINAL APPROVAL OF SETTLEMENT

Not later than seventy-five calendar days after Preliminary Approval, or on such other date ordered by the Court, Plaintiff shall file a Motion for Final Approval of the Settlement. Plaintiff shall request that the Court enter a Final Approval Order that specifically includes 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 and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Vouchers; (d) finally certify the Settlement Class; (e) enter a judgment confirming 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, 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.

IX. PROPOSED SCHEDULE

For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Notice Date	30 Days After Preliminary Approval Order
Objection/Exclusion Deadline	30 Days After Notice Date
Motion for Final Approval	75 Days After Preliminary Approval Order
Class Counsel to File Responses to Any Written Objections	14 Days Before Final Approval Hearing
Final Approval Hearing	As Set by the Court
Effective Date	See Section II Definition.
Settlement Vouchers to Settlement Class Members	30 Days After Effective Date
Payment of Attorneys' Fee Award	30 Days After Effective Date
Payment of Incentive Award	30 Days After Effective Date

The above deadlines will apply unless and until different deadlines are imposed by the Court. Any differing deadlines imposed by the Court will supersede the above deadlines.

X. PARTIES' AUTHORITY

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to the Court's appointment of counsel as Class Counsel and final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

X. 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.

XI. NO ADMISSION

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any Released Party. Defendant and each Released Party denies all liability for claims asserted in the Action, in the Matters or for the Released Claims. 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 Code of Civil Procedure section 1152, and related or corresponding state or federal 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.

XII. NON-DISPARAGEMENT AND PUBLIC STATEMENTS

Plaintiffs and/or Class Counsel shall not, at any time, issue press releases, notify any media outlets, or make other public statements regarding the Settlement, the Action, or the Matters (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement, or to seek attorneys' fees, costs, or an incentive award as allowed by the Settlement) unless Defendant agrees to such press releases or public statements in advance. Specifically, Plaintiffs and/or Class Counsel agree to remove any press releases about the Action or Matters or the claims at issue that are currently on their website, agree they will not do a press release or post about the Settlement on their website, and agree they will not otherwise contact third party websites concerning the Settlement, the Matters or the allegations in them. In addition, the Parties and their counsel shall not make, publish, circulate or cause to be made, published or circulated any statements that (i) disparage Plaintiffs, Defendant, or their counsel, or (ii) represent or suggest that this Agreement or any order by the Court regarding the Settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant or any Released Party, or a finding by the Court of liability or wrongdoing. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement,

nor from undertaking required disclosures about the Settlement to the Court, the Settlement Administrator, or the Class under applicable law or Court directive (subject to compliance with all applicable confidentiality obligations); nor shall it place any restriction on Class Counsel's ability to practice law.

Moreover, to the extent not already publicly disclosed, the Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding. To that end, the Parties will maintain the confidentiality of this settlement until such time as they file for preliminary approval and becomes part of the public record. The class size will not be mentioned or included in any preliminary approval papers; nor shall it be included in the final approval papers, with the exception that Class Counsel may mention the size in any request for a Fee Award or Incentive Award filed for the Fairness Hearing only (and not in connection with any papers filed for Preliminary Approval).

Nothing in this section shall prohibit Class Counsel from providing notice of the settlement to the Settlement Class or from communicating with Settlement Class Members.

XIII. REPRESENTATION BY CLASS COUNSEL OF NO OTHER CLAIMS

Dovel represents that, other than as provided in the separate written representations by Dovel, it does not represent any additional clients who are not residents of California, Oregon, and Washington in connection with claims against the Released Parties arising out of the Released Claims; Dovel is not currently soliciting or seeking any such additional clients with respect to any such claims against the Released Parties; Dovel has no present intent to solicit or represent any additional such clients with respect to any such claims against the Released Parties, or bring any such claims against the Released Parties; and, to the best of its knowledge based on a reasonable investigation, Dovel is not aware of any other firm or entity that is soliciting or seeking any such clients with respect to any such claims against the Released Parties or that intends to bring any such claims against the Released Parties. Nothing in this paragraph is intended to prohibit Dovel from the practice of law. To the extent any term herein imposes any restriction on Dovel's ability

to practice law in violation of Rule 5.6 of the California Rules of Professional Conduct or any other applicable ethical rule, this term shall be modified to the minimum extent necessary to make it enforceable or (if required) severed.

XIV. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Class</u>	<u>For Defendant</u>
Simon Franzini DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com	Kevin E. Gaut MITCHELL SILBERBERG & KNUPP LLP 2049 Century Park East, 18th Floor Los Angeles, CA 90067 keg@msk.com

XV. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-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 or its counsel participated in the drafting of this Agreement.

XVI. MATERIAL TERMS; CAPTIONS

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.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XVII. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and

statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

XVIII. 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 enforce, construe, or finalize this Agreement.

XIX. 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 dismissal is entered.

XX. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

XXI. 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. 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.

Plaintiffs represent and warrant that they have not assigned or encumbered in any manner any claim or right or interest therein as against the Released Parties to any other person, entity, or party, or the like, and that she is fully entitled to release the same.

XXII. 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.

XXIII. 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.

XXIV. 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 Long Form Notice provided on the Settlement Website will 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.

XXV. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXVI. 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. This Agreement may be

delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

XXVII. CONTINUING JURISDICTION

The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Defendant, a Settlement Class Member or Class Counsel under this Agreement, the Court may exercise all equitable powers over Defendant, such Settlement Class Member or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief. Any party prevailing in an action for breach of this Agreement shall be entitled to recover its attorneys' fees and costs.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

DATED: 05/14/2025, 2025

DocuSigned by:

EMILY DEMBICZAK, ON BEHALF OF
HERSELF AND THE SETTLEMENT
CLASS

DATED: 05/14/2025, 2025

DocuSigned by:

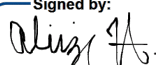
EVELYN HERNANDEZ

DATED: 05/16/25, 2025

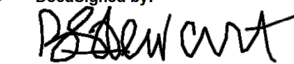
DocuSigned by:

SELENA FLORES

DATED: 05/14/25, 2025

Signed by:

ALIZE HOLLY

DATED: May 14, 2025

DocuSigned by:

BRIA STEWART

DATED: 5/14/25, 2025

DocuSigned by:
Kenita Hearne
KENITA HEARNE

DATED: 05/14/25, 2025

DocuSigned by:
B. Clark
BRIANNA CLARK

DATED: _____, 2025

FASHION NOVA, LLC

APPROVED AS TO FORM AND AGREED AS TO THE REPRESENTATIONS IN SECTION XIII

DATED: May 16, 2025

DocuSigned by:
Simon Franzini
SIMON FRANZINI
DOVEL & LUNER, LLP
Counsel for The Above Parties and the Settlement Class

APPROVED AS TO FORM

DATED: _____, 2025

KEVIN E. GAUT
MITCHELL SILBERBERG & KNUPP LLP
Counsel for Defendant

DATED: _____, 2025

KENITA HEARNE

DATED: _____, 2025

BRIANNA CLARK

DATED: 5/20/2025, 2025

Signed by:

EECF416197A842F...

FASHION NOVA, LLC


**APPROVED AS TO FORM AND AGREED
AS TO THE REPRESENTATIONS IN
SECTION XIII**

DATED: _____, 2025

SIMON FRANZINI
DOVEL & LUNER, LLP
Counsel for The Above Parties and the
Settlement Class

APPROVED AS TO FORM

DATED: May 20, 2025



KEVIN E. GAUT
MITCHELL SILBERBERG & KNUPP LLP
Counsel for Defendant

EXHIBIT A
Email Notice

From: Settlement Administrator

Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Dembiczak et al. v. Fashion Nova, LLC, Case No. [REDACTED]

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 [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

What is this Case About? In the lawsuit entitled *Emily Dembiczak et. al v. Fashion Nova, LLC*, Case No. [NUMBER] filed in Superior Court of the State of California for the County of San Diego (the “Action”), plaintiffs Emily Dembiczak, Bria Stewart, Evelyn Hernandez, Kenita Hearne, Selena Flores, Brianna Clark, and Alize Holly (collectively, the “Plaintiffs” or “Class Representatives”), on behalf of themselves and a proposed class, claim that Defendant Fashion Nova LLC (“Defendant”) engaged in deceptive pricing schemes by: (a) offering discounted product sale prices purporting to be for a fixed duration when discounted sales prices actually continued to be offered after that; and (b) misrepresenting the “regular” price of products against which the sales price is a discount and/or the extent of the sales discount. Plaintiffs contend Defendant has violated various consumer protection and false advertising laws. Defendant denies all of these claims. The Court has not decided who is right. Rather, the Parties have agreed to settle in order to avoid uncertainties and expenses.

Am I a Class Member? You are a Settlement Class Member if, while having a billing address with Defendant in Washington, Oregon, or California, you purchased one or more products from fashionnova.com or through the Fashion Nova mobile application at any time between September 17, 2018 and [date of Agreement signature].

What are the Terms of the Settlement? Under the terms of the Settlement, each Settlement Class Member will receive a \$12 merchandise voucher, which can be applied toward any purchase made on fashionnova.com. One voucher will be issued automatically to each Settlement Class Member who does not opt out. The voucher can be used for anything on the website, including shipping, with no product restrictions and no blackout dates. The vouchers are stackable and transferable. The vouchers will expire three years after issuance.

In addition to these benefits, Fashion Nova has also agreed to pay notice and administration costs, to pay incentive awards of up to the \$2,500 to each Class Representative, and reasonable attorneys’ fees and expenses of up to \$4.2 million, subject to approval by the Court. Any amounts awarded by the Court to Class Counsel or the Class Representatives will be paid separately by Defendant and will not reduce the vouchers available to Settlement Class Members.

How Do I Receive My Settlement Benefit? To receive your settlement voucher, you do not have to do anything. There is no requirement to file a claim. If you do not opt out of the Settlement within the prescribed time period, you will automatically receive one voucher. You will receive the voucher at the last email address you have on file with Defendant by default. If you would like

your voucher to be sent to a different email address, you may contact the Settlement Administrator to make arrangements.

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 sending a request for exclusion to the Class Action Settlement Administrator **no later than [Objection/Exclusion Deadline]**. If you exclude yourself from the Settlement, you will not receive a Settlement Voucher 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 federal and state law that arise from the allegations concerning Defendant's advertising practices 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 writing to the Court explaining why you do not like the Settlement by **no later than [Objection/Exclusion Deadline]**. Additional information about opting out of or 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 voucher.

Who Represents Me? The Court has appointed Simon Franzini and Jonas Jacobson of Dovel & Luner, LLP to represent Plaintiffs and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold a hearing in this case to consider whether to approve the Settlement on [Fairness Hearing Date], at [Fairness Hearing Time], [COURTHOUSE], [ADDRESS]. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should be advised to check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

How Do I Get More Information? For more information, including a more detailed Class Notice, a copy of the Settlement Agreement and other documents, go to [URL], contact the Settlement Administrator by calling [] or by writing or emailing the Settlement Administrator at [address], or contact Class Counsel at [].

EXHIBIT B
Long Form Notice

Dembiczak et al. v. Fashion Nova, LLC, Superior Court for the State of California, County of San Diego, Case No. [.....]

A court authorized this Notice. It is not a solicitation from a lawyer.

- A settlement has been reached with Fashion Nova LLC (“Defendant”) in the above class action lawsuit (the “Action”).
- The Action contends that Defendant has violated various laws, including consumer protection or false advertising laws, by (a) offering discounted product sale prices purporting to be for a fixed duration when discounted sales prices actually continue to be offered after that; and (b) misrepresenting the “regular” price of products against which the sales price is a discount and/or the extent of the sales discount.
- Defendant strongly denies these claims, and no Court has found that the claims have merits. Nevertheless, Defendant has agreed to settle the claims in the Action to avoid further expense and hassle. But nothing in the settlement means or admits that Defendant or any other person has violated the law.
- To settle, Defendant has agreed to provide a \$12 voucher to each person and who, while having a billing address with Defendant in Washington, Oregon, or California, purchased one or more products from fashionnova.com or through the Fashion Nova mobile application at any time between September 17, 2018 and [date of Agreement signature]. The vouchers provide a \$12 credit for future purchases made through Defendant’s website, fashionnova.com.
- Your rights are affected whether or not you act. Read this Notice carefully.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	There is no requirement to file a claim to receive your voucher. If you do not nothing, and do not timely and affirmatively opt out, you will automatically receive the \$12 voucher by email but will give up the right to pursue Defendant or related parties about any of the claims in the Action.
EXCLUDE YOURSELF BY []	If you properly and timely exclude yourself from the settlement, you may pursue Defendant for the claims in the Action, subject to any defenses and rights to arbitration Defendant may assert. However, you will give up the right to receive the \$12 voucher.
OBJECT TO THE SETTLEMENT BY []	If you do not exclude yourself from the settlement, you may object to it by writing to the Court about why you don’t like the settlement. If you object but do not opt out, you will still be part of the settlement and, if the settlement is approved, receive a voucher. But you will give up the right to pursue Defendant or related parties about any of the claims in the Action. You may choose to argue your objection to the Court at the Fairness Hearing, to be held on [], as described below.

- This Notice provides more detail about these rights and options and the applicable deadlines.
- The Court still has to decide whether to approve the settlement.

I. BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this Notice because you have a right to know about the proposed settlement of the Action.

2. What is this lawsuit about?

The persons bringing the Action are Emily Dembiczak, Bria Stewart, Evelyn Hernandez, Kenita Hearne, Selena Flores, Brianna Clark, and Alize Holly. They are called the “Plaintiffs” or “Class Representatives”). Plaintiffs claim in the Lawsuit that Defendant has violated various laws, including false advertising and consumer protection laws, by: (a) offering discounted product sale prices purporting to be for a fixed duration when discounted sales prices actually continue to be offered after that; and (b) misrepresenting the “regular” price of products against which the sales price is a discount and/or the extent of the sales discount. Defendant denies all these claims.

3. What is a class action?

In a class action, one or more people called Class Representatives (in this case the persons identified in Question 2 above) sue on behalf of other people with similar claims. Together, the people included in the class action 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.

4. Why is there a settlement?

The Court has not determined whether the Plaintiffs or Defendant are right. Instead, Defendant agreed to the settlement in order to avoid costs and hassle. Nothing in this settlement is an admission or decision that Defendant or any other person has engaged in any wrongdoing. The Class Representatives and their attorneys think the settlement is best for all Settlement Class Members.

II. WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know whether I am part of the settlement?

The settlement includes all persons who do not timely opt out and who, while having a billing address with Defendant in Washington, Oregon, or California, purchased one or more products from fashionnova.com or through the Fashion Nova mobile application at any time between September 17, 2018 and [date of Agreement signature]. These persons are the “Settlement Class Members.”

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are all persons who timely opt out of the settlement;; the lawyers for the parties; Defendant and any of its parents, affiliates, subsidiaries, and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and anyone who has already released the claims at issue in the Action.

7. What if I am still not sure whether I am part of the settlement?

If you are not sure whether you are included, call [redacted], go to [website] or write to the Settlement Administrator, whose contact information is also in Question 26.

III. THE SETTLEMENT BENEFITS

8. What does the settlement provide?

To settle the Action, Defendant has agreed to automatically provide each Settlement Class Member who does not timely opt out one \$12 voucher. The voucher can be applied toward any purchase made on fashionnova.com. The voucher can be used for anything on the website, including shipping, with no product restrictions and no blackout dates. Vouchers are stackable and transferable. However, vouchers expire three years after issuance.

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.

IV. HOW TO GET A VOUCHER

10. How do I get a voucher?

There is no requirement to file a claim to receive your voucher. If you do not affirmatively and timely opt out, you will automatically receive one voucher at the last email address on file with Defendant. If you want the voucher sent to a different email address, you may contact the Settlement Administrator.

11. When would I get my voucher?

The Court will hold a hearing on [redacted] to decide whether to finally approve to the settlement. If the Court approves the settlement, there may be appeals. Vouchers will be distributed as soon after the Court grants final approval and any appeals are resolved. When that will happen is not certain. There is also a chance that the Court would not approve the settlement, in which case you would not get a voucher but also would not release any claims.

12. What do I give up if I stay in the Settlement Class?

Unless you exclude yourself, you will remain a part of the Settlement Class. If the settlement is approved and becomes final, you won't be able to make any claims, or continue to make any claims, of the kind asserted in the Action against Defendants or any of the related Released Parties (as described in Question 13 below).

13. What are the Released Claims?

This Question describes the specific claims that you will release or give up if you do not timely opt out of the settlement.

Unless you opt out, you will release Defendant and any other related and other parties who could be responsible for any alleged false advertising of Fashion Nova products for all claims alleged in the Action including but not limited to any claim of express or implied misrepresentations or omissions about Fashion Nova product sales prices, regular product prices, duration of product sales or sale prices or discounts, or extent of discounts against previous product prices.

The releases will extend to claims that you know and claims that you do not know about of the kind described.

This is merely a summary of the releases. For the details, please see Sections II(W), II(X), II(Y), II(EE), and III(E) of the Settlement Agreement available on the Settlement Administrator’s website. See Section 26 for information on how to access that site.

V. THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. You and other Settlement Class Members will be represented by Simon Franzini and Jonas Jacobson of Dovel & Luner, LLP, who are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys’ fees and expenses of up to \$4.2 million. They will also ask the Court to approve \$2,500 service awards to each of the Class Representatives. The Court may award less than these amounts. Any amounts awarded by the Court to Class Counsel or Class Representatives will be paid separately by Defendant and will not reduce the value of the vouchers.

VI. EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to assert claims against Defendant or the Released Parties about the Released Claims, and you do not want to receive a voucher from the settlement, you must take steps to get out of the Settlement Class. This is called excluding yourself from or opting out of the settlement.

16. How do I get out of the settlement?

To exclude yourself from the Settlement Class of the Action, you must mail a written statement to the Settlement Administrator at the address specified in Question 26. Your statement must be postmarked by [.....]. To be valid, your statement must: (a) state your name, address, and phone number; (b) be signed by you; and (c) include the statement “I request to be excluded from the class settlement in

“[case name and case number]”. You must submit your request for exclusion individually and not jointly with others. No “class” or “mass” exclusions are permitted. Requests for exclusion that do not include all required information and/or that are not timely will be ineffective.

17. If I exclude myself, can I still get a voucher from this settlement?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the settlement. You can only get a voucher if you stay in the settlement.

18. If I do not exclude myself, can I sue Defendant or the Released Parties for the same legal claims later?

No. Unless you exclude yourself, you are giving up the right to sue Defendant and the Released Parties for the Released Claims described above. You must exclude yourself to be able to pursue any of the Released Claims against any of the Released Parties. The Released Parties though will be able to assert any defenses they may have to those claims, including by asserting any rights they may have to arbitrate such claims.

VII. OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you do not like it or a portion of it. The Court will consider your views. To object, you must mail a written statement to the Settlement Administrator at the address in Question 26. Your objection must be post-marked by **[redacted]**. Your written objections must also contain: (1) your full name, address and telephone number; (2) a 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 you intend to appear at the Fairness Hearing; (6) proof of membership in the Settlement Class; (7) a list of all objections made by you and/or your lawyer to class action settlements in the last three years; and (8) your signature and the signature of your lawyer, if any. No Settlement Class Member shall be heard at the Fairness Hearing (whether personally or through counsel) unless written notice of the Settlement Class Member’s intention to appear at the Fairness Hearing, and copies of any written objections or briefs, have been timely submitted to the Court.

20. May I come to Court to speak about my objection?

Yes. You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intends to appear at the Final Approval Hearing. Remember, your objection must be postmarked by **[redacted]** and sent to the Settlement Administrator at the addresses listed in Question 26.

21. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you remain a Settlement Class Member (that is, you do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the settlement. If you exclude yourself, you cannot object because the settlement no longer affects you.

VIII. THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak consistent with Question 20, but you don't have to.

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at **on [date]** at **[location]**. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and expenses, as well as the Class Representatives' service awards. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the settlement.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

23. Do I have to come to the hearing?

No. Class Counsel will appear for you. However, you are welcome to come to the hearing at your own expense. If you send an objection, you do not have to come to court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

24. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 20 above). However, Settlement Class Members (with or without counsel) intending to make an appearance at the Final Approval Hearing must so inform the Settlement Administrator on or before **_____**. See Question 19. Also, no Settlement Class Member will be permitted to object on grounds not timely identified in your written objection. You cannot speak at the hearing if you excluded yourself from the Settlement.

IX. IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will automatically receive a \$12 voucher, but you will give up the rights explained in Questions 16-21, including your right to assert any of the Released Claims against any of the Released Parties or to object to the settlement.

X. GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents and information are available at [redacted]. You can also get more information by calling 1-XXX-XXX-XXXX or by writing to the Settlement Administrator at the address below. Publicly-filed documents can also be obtained by [insert details]

Contact information for the Court and Settlement Administrator are below.

[insert contact information]