

Dembiczak et al. v. Fashion Nova, LLC

Superior Court for the State of California, County of San Diego
Case No. 25CU032047N

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 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 May 20, 2025. 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 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 FEBRUARY 12, 2026	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 FEBRUARY 12, 2026	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

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	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 February 27, 2026 , as described below.
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- This Notice provides more details 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.

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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 May 20, 2025. 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 (844) 949-4200, go to www.DiscountedPriceSettlement.com or write to the Settlement Administrator, whose contact information is also in Question 25.

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 with 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

9. 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 using the information below (in Question 25).

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10. When would I get my voucher?

The Court will hold a hearing on **February 27, 2026**, to decide whether to finally approve 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.

11. 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 Defendant or any of the related Released Parties (as described in Question 12 below).

12. 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 Question 25 for information on how to access that site.

V. THE LAWYERS REPRESENTING YOU

13. 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.

14. 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

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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.

15. 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 25. Your statement must be postmarked by **February 12, 2026**. 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 *“Dembiczak et al. v. Fashion Nova, LLC, San Diego Superior Court, Case No. 25CU032047N”*. 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.

16. 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.

17. 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

18. 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 25. Your objection must be post-marked by **February 12, 2026**. 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;

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(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.

19. 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 intend to appear at the Final Approval Hearing. Remember, your objection must be postmarked by **February 12, 2026**, and sent to the Settlement Administrator at the addresses listed in Question 25.

20. 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 19, but you don't have to.

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

The Court will hold a Final Approval Hearing on **February 27, 2026, at 1:30 pm (PST)** in the **Superior Court of the State of California for the County of San Diego, 325 South Melrose Drive, Vista, CA 92081** of the Court. 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.

22. 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.

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23. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 190 above). However, Settlement Class Members (with or without counsel) intending to make an appearance at the Final Approval Hearing must inform the Settlement Administrator on or before **February 12, 2026**. See Question 18. 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

24. 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 15-20, 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

25. 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 www.DiscountedPriceSettlement.com. You can also get more information by calling **1-(844) 949-4200** or by writing to the Settlement Administrator at the address below.

Contact information for Class Counsel and Settlement Administrator are below.

Dovel & Luner LLP

Grace Bennett, Esquire grace@dovel.com
Jonas Jacobson, Esquire jonas@dovel.com
Simon Franzini, Esquire simon@dovel.com

Web: www.dovel.com
Phone: 310-656-7066

Fashion Nova Class Action Settlement
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