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

12 BRIANNA CLARK, KENITA HEARNE,
13 BRIA STEWART, ALIZE HOLLY, SELENA
14 FLORES, EMILY DEMBICZAK, and
on behalf of all others similarly situated,

15 *Plaintiffs,*

16 v.

17 FASHION NOVA, LLC,

18 *Defendant.*

Case No. 25CU032047N

**NOTICE OF MOTION AND
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

*[Proposed] Order; Declarations of Simon
Franzini and Michael Lynch filed
concurrently herewith*

Date: February 27, 2026
Time: 1:30 PM
Judge: William Y. Wood
Department: N-29

1 **Notice of Motion and Unopposed Motion for Final Approval of Class Action Settlement**

2 **TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD**

3 PLEASE TAKE NOTICE THAT on November 14, 2025, the Honorable William Y.
4 Wood granted preliminary approval of the class action Settlement Agreement in this matter and,
5 on November 20, 2025, set a Final Approval Hearing for February 27, 2026, at 1:30 p.m. At the
6 Final Approval Hearing, Plaintiffs will, and hereby do, move for an order finally certifying the
7 Settlement Class for settlement purposes and an order finally approving the class action
8 Settlement.

9 Plaintiffs' unopposed motion is based on this motion, the memorandum of points and
10 authorities in support of the motion, the concurrently filed declarations of Simon Franzini and
11 Michael Lynch, all supporting exhibits filed herewith, as well as the records and files in this
12 action and any argument as may be presented at the Final Approval Hearing.

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1 **Memorandum of Points and Authorities**

2 **I. Introduction.**

3 After years of litigation and settlement negotiation, the Parties reached a hard-fought,
4 class-wide settlement in this case. The Settlement provides automatic and meaningful relief to
5 the Settlement Class, without any requirement that any Class Member file a claim form or take
6 other affirmative action. This is an excellent outcome for the Class, especially given the very real
7 risks presented by continued litigation.

8 On November 14, 2025, the Court certified the Class for settlement purposes and
9 preliminarily found that the Settlement was fair, reasonable, and adequate. After preliminary
10 approval was granted, the Settlement Administrator faithfully executed the notice plan. Notice
11 was highly successful, with the overwhelming majority of the Settlement Class receiving direct
12 notice of the Settlement. And the reaction of the Class has thus far been extremely positive: since
13 receiving notice of the Settlement, not a single Class Member has submitted an objection, and
14 only one Class Member has requested to be excluded from the Settlement.

15 Each factor that the Court analyzed at preliminary approval now favors final approval.
16 The only relevant factor not yet considered—the number of objectors—only bolsters the Court’s
17 preliminary finding of the Settlement’s fairness, reasonableness, and adequacy. And that factor
18 solidifies a presumption of fairness over the Settlement. In short, the Court should grant final
19 approval of the Settlement.

20 **II. The Settlement.**

21 **A. The Settlement Class.**

22 The Settlement Class, conditionally certified for settlement purposes by the Preliminary
23 Approval Order, consists of: “All Persons who purchased, from a billing address listed with
24 Defendant that is in California, Oregon, or Washington, one or more products on
25 FashionNova.com or through the Fashion Nova mobile application at any time during the Class
26 Period of September 17, 2018 to May 20, 2025.” (November 14, 2025 Preliminary Approval
27 Order [ROA #28] at p. 2; see Declaration of Simon Franzini in Support of Plaintiffs’ Final
28

1 Approval Motion [“Franzini Decl.”], Ex. 1 [“Settlement Agreement” or “Agreement”] §§ II(F),
2 (AA.)

3 **B. Direct compensation paid to the Settlement Class.**

4 The Settlement requires that Defendant automatically deliver a \$12 Settlement Voucher
5 to Settlement Class Members, without any requirement that they submit a claim or take any other
6 action. (Franzini Decl. ¶ 15; see Agreement §§ III(D)(1), (2).) The vouchers will be delivered to
7 Class Members via email, taking advantage of information already in Defendant’s possession.¹
8 (Agreement § III(D)(2).)

9 The Settlement Vouchers provide meaningful and flexible relief to Class Members.
10 Defendant sells a wide variety of low-cost and commonly purchased items—including various
11 types of clothing and accessories. (Franzini Decl. ¶ 17.) And it routinely offers more than ten
12 thousand products for \$10 or less, and more than 2,000 products for \$5 or less, including various
13 tops, bottoms, dresses, and accessories. (*Ibid.*) As a result, Class Members will be able to use the
14 vouchers received through the Settlement on a wide variety of products that consumers regularly
15 purchase and use, including numerous products that cost less than the value of a voucher. (*Ibid.*)
16 The vouchers were also designed to be as flexible as possible: they can be used to purchase any
17 products on Defendant’s website without restriction; can be transferred to other consumers and
18 “stacked” (meaning that, for example, if a Class Member gives their voucher to another Class
19 Member, that Class Member can use both vouchers on one purchase, for a total of \$24); can be
20 combined with any discount or offer available on Defendant’s website; and are usable, without
21 any black-out dates, for a period of three years after distribution. (Agreement §§
22 II(CC), III(D)(3).) And, to ensure that Class Members remember to use their Settlement
23 Vouchers, the Settlement requires that Defendant send reminder emails at the first and second-
24 year anniversary of the initial distribution of the vouchers, as well as thirty days before their
25 expiration. (*Id.* § III(D)(3).)

27 ¹ If Class Members prefer to receive their Settlement Voucher to a different email address
28 than the one on file with Defendant, they can easily update their email address on the Settlement
Website. (See <https://discountedpricesettlement.com/update-email>.)

1 In short, the Settlement Vouchers provide real meaningful relief, and are designed to
2 afford Class Members substantial flexibility to use them when and how they see fit. (*Ibid.*)

3 **C. Payment of administration costs, attorneys’ fees, and incentive awards.**

4 In addition to the direct compensation provided under the Settlement, Defendant is also
5 required to pay notice and administration costs of approximately \$38,500, incentive awards of up
6 to \$2,500 each for the Class Representatives, as approved by the Court, and attorneys’ fees and
7 costs of up to \$4,200,000, as approved by the Court.² (Agreement § III(F) [attorneys’ fees and
8 incentive awards], § IV(B) [administration costs]; Declaration of Michael Lynch of Angeion
9 Group re: Implementation of Notice Plan (“Lynch Decl.”) ¶ 14 [providing administration costs
10 amount].) The Settlement requires that Defendant pay these expenses on top of the Settlement
11 Vouchers described above, meaning that these expenses are additional benefits to the Settlement
12 Class, and will in no way reduce the direct compensation provided to the Settlement Class. (See
13 *Bell v. Redfin Corp.* (S.D. Cal. Nov. 28, 2023) 2023 U.S. Dist. LEXIS 211383, at *14 [notice and
14 administration costs “were reasonably incurred for the benefit of the Class”]; *Hart v. BHH, LLC*
15 (S.D.N.Y. Sept. 22, 2020) 2020 U.S. Dist. LEXIS 173634, at *21 [“The class benefits from
16 having counsel represent them. Therefore, even if indirectly, attorneys’ fees paid directly by the
17 defendant are a benefit to the class.”]; Franzini Decl. ¶ 15.) Incentive awards of \$2,500 are
18 standard and well accepted. (See *Bellinghausen v. Tractor Supply Co.* (N.D. Cal. 2015) 306
19 F.R.D. 245, 267 [noting that incentive awards “typically range from \$2,000 to \$10,000.”].) And,
20 as set forth in detail in Plaintiffs’ forthcoming motion for attorneys’ fees, costs, and incentive
21 awards, the amount of the fees is justified under both the percentage-of-recovery and lodestar
22 methods for assessing fees, and is more than reasonable given Class Counsel’s diligent work on
23 this matter.

24 **D. Release of claims.**

25 The Settlement Agreement calls for a release of only those claims “that arise out of the
26 allegations” brought in this litigation. (Agreement § II(W); *Amaro v. Anaheim Arena Mgmt.*,

27 ² Plaintiffs will file a separate Motion seeking Attorneys’ Fees, Costs, and Incentive
28 Awards.

1 *LLC* (Cal. Ct. App. 2021) 69 Cal.App.5th 521, 537 [holding that a court may release “those
2 claims alleged in the complaint and before the court” as well as “claims which ‘could have been
3 alleged by reason of or in connection with any matter or fact set forth or referred to in’ the
4 complaint.” (citation omitted)].) So, under the Settlement, Class Members retain their rights
5 against Defendant as to any claims unrelated to the allegations asserted here.

6 **III. Settlement administration and notice.**

7 **A. Notice provided to Class Members.**

8 The Angeion Group (“Angeion”), the Court-appointed Settlement Administrator,
9 administered notice to the Settlement Class in the same form and manner as approved by the
10 Court at preliminary approval. (Nov. 14, 2025 Preliminary Approval Order at p. 3; Lynch Decl.
11 ¶¶ 3, 5-9 & Exhibits A-B.) First, Angeion collected the Class List from Defendant consisting of
12 Class Members’ names and email addresses. (Lynch Decl. ¶ 5.) After the list was reviewed for
13 potential duplicates, Angeion proceeded to send direct email notice to every Class Member for
14 whom a valid email address was in Defendant’s possession. (*Id.* ¶ 6.) The email notice was
15 approved by the Court at preliminary approval, and more than satisfied the requirements of
16 California Rule of Court 3.766. (Nov. 14, 2025 Preliminary Approval Order at p. 3 [approving
17 the form of the notice and directing the Administrator to distribute it to the Settlement Class].) In
18 particular, the notice: (1) provided a brief explanation of the case and a summary of the
19 Settlement and its benefits; (2) explained that Class Members may choose to opt out of the
20 Settlement; (3) explained the procedure for opting out, and the deadline to do so; (4) explained
21 that the judgment would bind all Class Members who choose not to opt out; (5) explained that
22 Class Members who do not opt out may object to the Settlement, and provided the deadline to do
23 so; and (6) explained that Class Members may hire their own attorneys. (Lynch Decl. Exhibit A
24 [email notice].) The email notice also directed Class Members to the Settlement Website,
25 which—along with the long-form notice also available on the website—explained these topics
26 and others relevant to the Settlement in greater detail. (*Ibid.*; Lynch Decl. ¶ 9.) In total, direct
27 email notice was successfully disseminated to approximately 85% of the Settlement Class.
28

1 (Lynch Decl. ¶ 6.) This is an excellent notice rate, far more than is necessary under the
2 requirements of due process or California law. (See *Edwards v. Nat'l Milk Producers Fed'n*
3 (N.D. Cal. June 26, 2017) 2017 U.S. Dist. LEXIS 145217, at *19 [“[N]otice plans estimated to
4 reach a minimum of 70 percent are constitutional and comply with [federal] Rule 23.”].)

5 In addition to disseminating direct notice, Angeion designed and hosted a Settlement
6 Website containing all relevant information about the Settlement. (Lynch Decl. ¶ 7.) The
7 Website provides access to important relevant documents concerning the Settlement (such as the
8 Agreement itself and the Preliminary Approval Order), and a page dedicated to answering
9 “Frequently Asked Questions,” including about the claims in the lawsuit, the Settlement benefits,
10 the steps to opt out of or object to the Settlement, and Class Counsel’s role in the Settlement and
11 requested fees. (*Ibid.*) In case Class Members have additional questions, the Settlement Website,
12 as well as the distributed notice forms, lists the contact information for the Settlement
13 Administrator, including the number of a toll-free hotline that has run 24 hours a day, 7 days a
14 week since notice was first disseminated. (*Id.* ¶¶ 7, 9-10.) And the Settlement Website provides
15 contact information for Class Counsel, too.

16 **B. Opt-outs and objections.**

17 As described above, Settlement Class Members were provided specific instructions on
18 how to object to or opt out of the Settlement, both through the email notice, the long-form notice,
19 and the Settlement Website. As of the date of this Motion, not a single Class Member has
20 submitted an objection to the Settlement Administrator, and only one Class Member has
21 submitted a request to be excluded from the Settlement. (Lynch Decl. ¶ 11-12.) The deadline to
22 object to or opt out of the Settlement is February 12, 2026. (Nov. 14, 2025 Preliminary Approval
23 Order at p. 4.) Class Counsel will update the Court if any objections or requests for exclusion are
24 submitted following the date of this Motion.

1 **IV. The Court should finally approve the Settlement.**

2 **A. The Court should finally certify the Settlement Class.**

3 In granting preliminary approval, the Court conditionally certified the Settlement Class.
4 (Nov. 14, 2025 Preliminary Approval Order at pp. 2-3.) Nothing has changed since preliminary
5 approval that affects certification, so the Court should reach the same conclusion here for all the
6 reasons set forth in the Preliminary Approval Order. (See *In re Toyota Motor Corp. Unintended*
7 *Acceleration Mktg., Sales Pracs. & Prods. Liab. Litig.* (C.D. Cal. July 24, 2013) 2013 U.S. Dist.
8 LEXIS 123298, at *241 [certifying class and stating “[n]othing has changed in the five-month
9 period between that preliminary class certification and today that suggests to the Court that the
10 class should be decertified”]; *Dickey v. Advanced Micro Devices, Inc.* (N.D. Cal. Feb. 21, 2020)
11 2020 U.S. Dist. LEXIS 30440, at *9 [certifying class and noting that “[b]ecause no facts that
12 would affect [the Rule 23] requirements have changed since the Court preliminarily approved the
13 settlement on October 4, 2019, this order incorporates by reference its prior analysis as set forth
14 in the order granting preliminary approval.”]).

15 **B. The Court should approve the Settlement as fair, reasonable, and adequate.**

16 “Before final approval, [a] court must conduct an inquiry into the fairness of the
17 proposed settlement.” (CRC 3.769(g).) Because “[p]ublic policy favoring settlement is especially
18 weighty for class actions” (*Ferguson v. Lieff, Cabraser, Heimann & Bernstein* (2003) 30 Cal.4th
19 1037, 1054), “[d]ue regard” should “be given to what is otherwise a private consensual
20 agreement between the parties.” (*Amaro*, 69 Cal.App.5th at p. 534 [cleaned up].) “The court’s
21 inquiry must be limited to the extent necessary to reach a reasoned judgment that the agreement
22 is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and
23 that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” (*Ibid.*)

24 At the preliminary approval stage, the Court preliminarily found the settlement fair,
25 reasonable, and adequate. That conclusion is only strengthened now, especially in light of the
26 thorough notice process and the fact that, as of the date of this Motion, no Class Member has
27 submitted an objection to the Settlement.

1 **1. The Settlement is entitled to a presumption of fairness.**

2 The Court should find that the Settlement is fair, reasonable, and adequate to all
3 concerned because it is entitled to a presumption of fairness. “[A] presumption of fairness exists
4 where: (1) the settlement is reached through arm’s-length bargaining; (2) investigation and
5 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is
6 experienced in similar litigation; and (4) the percentage of objectors is small.” (*Dunk v. Ford*
7 *Motor Co.* (Cal. Ct. App. 1996) 48 Cal.App.4th 1794, 1802.) Like at preliminary approval, all
8 applicable requirements are satisfied here.

9 To begin, all negotiations related to the Settlement were completed at arms’ length. To
10 guide settlement discussions, the Parties enlisted the services of an experienced mediator and
11 former judge, the Honorable Edward A. Infante (Ret.) of JAMS. (Franzini Decl. ¶ 11; *La Fleur v.*
12 *Med. Mgmt. Int’l Inc.* (C.D. Cal. June 25, 2014) 2014 U.S. Dist. LEXIS 90367, at *12
13 [“Settlements reached with the help of a mediator are likely non-collusive.”].) The Parties
14 attended an in-person mediation with Judge Infante on April 29, 2024, and when it did not result
15 in an immediate resolution, the Parties continued arduous negotiations through the mediator for
16 many months. (Franzini Decl. ¶¶ 12-13.) Ultimately, the Settlement stemmed from a mediator’s
17 proposal issued by Judge Infante (the second of his proposals), which was accepted by both sides
18 subject to further negotiation on several outstanding issues. (*Id.* ¶ 13; see *In re MyFord Touch*
19 *Consumer Litig.* (N.D. Cal. Mar. 28, 2019) 2019 U.S. Dist. LEXIS 53356, at *25 [proposed
20 settlement was “the product of arm’s-length bargaining” where it was based on a mediator’s
21 proposal]; *Morales v. Stevco, Inc.* (E.D. Cal. Nov. 10, 2011) 2011 U.S. Dist. LEXIS 130604, at
22 *32 [settlement by means of a mediator’s proposal found non-collusive].) After reaching an
23 agreement in principle, the Parties continued to negotiate the long-form agreement, which
24 involved a number of back-and-forth redline drafts and conversations among counsel (Franzini
25 Decl. ¶ 14.) This factor supports a finding that the Settlement is fair.

26 Next, Class Counsel’s thorough investigation and discovery were sufficient to allow
27 Counsel to act intelligently and make an informed decision on settlement. Counsel was well-

1 informed in all negotiations and negotiated the Settlement only after significant analysis of the
2 case. (*Id.* ¶¶ 9-11.) Indeed, Counsel engaged in an extensive pre-filing investigation before filing
3 any lawsuit in this matter. (*Id.* ¶ 9.) And, as settlement discussions continued, Counsel
4 substantially expanded this investigation to ensure a thorough analysis of Defendant’s pricing
5 and discounting practices. (See, e.g., Consolidated Compl. ¶ 32 [detailing Plaintiffs’ findings
6 from collecting 1,174 screenshots of Defendant’s website from the 2020-2024 period]; *id.* ¶¶ 28-
7 36; Franzini Decl. ¶ 11.) To prepare for mediation and in subsequent discussions, the Parties
8 engaged in informal discovery, including the exchange of financial and sales information, which
9 informed both liability and damages. (Franzini Decl. ¶ 11.) And Class Counsel relied on this
10 information, and the analysis gleaned from its investigation, to prepare a mediation brief
11 explaining Plaintiffs’ assessment of Defendant’s liability and potential damages. (*Ibid.*) This
12 factor too supports a finding that the Settlement is fair.

13 In addition, Class Counsel are highly experienced litigators, with particular expertise in
14 class litigation. Counsel at Dovel & Luner have handled many class actions, including numerous
15 deceptive pricing cases very similar to this one. (*Id.* ¶¶ 4-8.) Counsel have also taken many
16 cases, including class actions, to trial (*Id.* ¶ 4), which allows them to effectively evaluate the
17 Class claims and the Settlement compared to the risks of proceeding through trial. Based on their
18 substantial experience, and their thorough understanding of this case in particular, Class Counsel
19 believes the Settlement is an excellent result for the Class, especially in light of the complexities
20 and risks of the case. (*Id.* ¶¶ 18-19.) In sum, Counsel’s experience in class litigation, and this
21 specific form of deceptive pricing class action, further supports the presumption of fairness.
22 (*Wershba v. Apple Computer, Inc.* (Cal. Ct. App. 2001) 91 Cal.App.4th 224, 245.)

23 Finally, a presumption of fairness applies to a settlement when the number of objectors is
24 small. And here, as of the date of this Motion,³ and after thorough notice of the process for
25 submitting an objection, not a single Class Member has submitted an objection to the Settlement.
26 (Franzini Decl. ¶ 20.) As discussed above, direct notice was successfully administered to the vast

27
28 ³ The Objection/Exclusion Deadline is February 12, 2026. Class Counsel will report to
the Court any objections or requests for exclusion that are received after the date of this filing.

1 majority of the Class. This notice informed Class Members of their right to object to the
2 Settlement, and pointed them to the Settlement Website, which provided even more information
3 about submitting an objection. (Lynch Decl. Exhibits A-B). Thus, Class Members have been
4 provided with all necessary information—and more than adequate time—to submit an objection,
5 if they so desire. Still, to date, not a single Class Member has submitted an objection to the
6 Settlement. (Lynch Decl. ¶ 12.) And the inference that a class settlement is fair, adequate, and
7 reasonable is further bolstered when no, or few, Class Members submit objections. (See *Dunk*,
8 48 Cal.App.4th at p. 1802; *Wershba*, 91 Cal.App.4th at pp. 245-46, 250-51 [20 objectors out of
9 2.4 million supported court finding that settlement was fair].) Plus, to date, only one Class
10 Member has submitted a request to be excluded from the Settlement. (Lynch Decl. ¶ 11.) This
11 further demonstrates that the Settlement is fair, and should be approved. (*7-Eleven Owners for*
12 *Fair Franchising v. Southland Corp.* (Cal. Ct. App. 2000) 85 Cal.App.4th 1135, 1152-53 [class
13 response to the settlement was “overwhelmingly positive” when a “mere 80 of the 5,454 national
14 class members elected to opt out” and nine objected].)

15 **2. Other factors confirm that the Settlement is fair, reasonable, and adequate to**
16 **all concerned.**

17 Other factors that California courts have used to inform their assessment of class action
18 settlements include: “the strength of plaintiffs’ case, the risk, expense, complexity and likely
19 duration of further litigation, the risk of maintaining class action status through trial, the amount
20 offered in settlement, the extent of discovery completed and the stage of the proceedings, the
21 experience and views of counsel, the presence of a governmental participant, and the reaction of
22 the class members to the proposed settlement.” (*Dunk*, 48 Cal.App.4th at p. 1801.) In this case,
23 there was no government participant, and the reaction of Class Members to the Settlement has
24 thus far been extremely favorable, as discussed in Section IV(B)(1). The remainder of the factors
25 are discussed below and again show that the Settlement is fair, reasonable, and adequate.

26 The strength of Plaintiffs’ case and the risks, expenses, and duration of continued
27 litigation: As explained in Plaintiffs’ Motion for Preliminary Approval, the outcome here is
28

1 particularly excellent given the substantial risks presented by continued litigation.⁴ Class
2 Counsel remains very confident in the strength of the case, but Defendant, throughout the
3 litigation, has consistently denied each of Plaintiffs’ claims, and argued that Class Members
4 cannot pursue relief as a class action. (Agreement § I(H).) In particular, prior to reaching the
5 Settlement, the Parties briefed multiple motions related to Defendant’s contention that Plaintiffs
6 and Class Members’ claims cannot proceed in court, and must instead be individually handled in
7 private arbitration. (Plaintiffs’ Motion for Preliminary Approval (ROA #14) at 21 [discussing
8 this].) And, when the Settlement was reached, a Ninth Circuit appeal on the arbitration issue was
9 still pending. (*Ibid.*) If Plaintiffs continued to litigate and lost that appeal, they would be unable
10 to pursue *any* of the class claims settled here. (See *Moreno v. Capital Bldg. Maint. & Cleaning*
11 *Servs.*, 2021 U.S. Dist. LEXIS 87268, at *16 (N.D. Cal. May 5, 2021) [finding a settlement
12 adequate in light of the risk presented by a class action waiver].)

13 Plus, even if Plaintiffs prevailed in defeating Defendant’s arbitration appeal, they would
14 still face a long and difficult road to an uncertain recovery. Indeed, as discussed at preliminary
15 approval, deceptive pricing cases present complicated factual and legal issues, and have been
16 dismissed at every stage of litigation. (See Plaintiffs’ Motion for Preliminary Approval (ROA
17 #14) at 22 [discussing this].) And deceptive pricing plaintiffs have often struggled to get court
18 approval for proposed damages models. (*Ibid.*) Moreover, even if Plaintiffs successfully certified
19 a class with an accepted damages model, they could still face a motion for summary judgment,
20 and would need to win at trial and potentially beat back appeals to obtain any recovery

21
22 ⁴ This case consolidated several cases for a global resolution. Plaintiff Bria Stewart
23 originally filed a lawsuit against Defendant in the Los Angeles Superior Court on November 2,
24 2022. (See *Stewart v. Fashion Nova, LLC* (Super. Ct. L.A. County, No. 22STCV34932)
25 (“*Stewart* matter”).) Plaintiff Emily Dembiczak filed a lawsuit against Defendant in the United
26 States District Court for the Western District of Washington on March 17, 2023. (See *Dembiczak*
27 *v. Fashion Nova, LLC* (W.D. Wash., No. 2:23-cv-00408-LK) (“*Dembiczak* matter”).) And
28 Plaintiffs Evelyn Hernandez, Kenita Hearne, Selena Flores, Brianna Clark, and Alize Holly filed
an additional lawsuit against Defendant on April 2, 2025. (See *Hernandez et al. v. Fashion Nova,*
LLC (W.D. Wash., No. 3:25-cv-05287-TMC).) The Parties globally resolved the claims, and, to
allow for the efficient consideration of this Settlement, and to conserve judicial and Party
resources, Plaintiffs filed the Consolidated Class Action Complaint in this Court bringing all
claims.

1 whatsoever. (See *Larsen v. Trader Joe's Co.* (N.D. Cal. July 11, 2014) 2014 U.S. Dist. LEXIS
2 95538, at *12 [“[S]ettlement is favored where, as here, significant procedural hurdles remain,
3 including class certification and an anticipated appeal.”].) Even in the best-case scenario, this
4 type of extensive continued litigation would impose significant expense and delay, cutting into
5 any ultimate relief achieved for the Settlement Class. (See *Schaffer v. Litton Loan Servicing, LP*
6 (C.D. Cal. Nov. 13, 2012) 2012 U.S. Dist. LEXIS 189830, at *36 [“Even if the class were
7 ultimately to prevail . . . , trial and appeals would significantly delay class members’ ability to
8 obtain compensation.”].) “By contrast, the proposed settlement provides certain, timely, and
9 substantial relief” for the Settlement Class. (See *Tait v. BSH Home Appliances Corp.* (C.D. Cal.
10 July 27, 2015) 2015 U.S. Dist. LEXIS 98546, at *21.) So, this factor favors final approval.

11 The risk of maintaining class action status through trial: As discussed above, and at
12 preliminary approval, courts have repeatedly declined to certify alleged deceptive pricing cases
13 like this one. Absent settlement, it is possible that Plaintiffs would not be able to certify or
14 maintain a class.

15 The amount offered and value of the Settlement: Under the Settlement, Class Members
16 will automatically receive a \$12 Settlement Voucher from Defendant, without any requirement
17 that they take any affirmative action. (Franzini Decl. ¶ 15.) And in addition to this direct relief,
18 the Settlement requires Defendant to cover notice and administration costs, attorneys’ fees and
19 costs, and incentive awards.

20 The Settlement is an outstanding recovery for the Settlement Class, especially, as
21 discussed above, in light of the substantial risks presented by continued litigation. The \$12
22 Settlement Vouchers received by Class Members are more than class members have recovered in
23 many similar deceptive pricing cases, and are particularly valuable here where Defendant sells
24 many low-cost products. (See Plaintiffs’ Motion for Preliminary Approval (ROA #14) at 19-20
25 [providing examples of other deceptive pricing settlements].) Plus, unlike many class action
26 settlements where class members who do not submit a claim receive nothing, here, class relief
27 will be comprehensive even if Class Members take no action. (*Ibid.*; e.g., *Spann v. J.C. Penney*
28

1 *Corp.* (C.D. Cal. 2016) 314 F.R.D. 312, 332 [preliminarily approving a discount settlement
2 where consumers had to file a claim to receive a settlement benefit]; *Jacobo v. Ross Stores, Inc.*
3 (C.D. Cal. Aug. 6, 2019) 2019 U.S. Dist. LEXIS 247426, at *10 [approving settlement in
4 deceptive pricing case where consumers had to file a claim to receive a settlement benefit];
5 *Russell v. Kohl's Dep't Stores* (C.D. Cal. Feb. 22, 2019) 2019 U.S. Dist. LEXIS 241132, at *5-6
6 [same].)

7 The Settlement Vouchers themselves provide meaningful relief, and afford Class
8 Members substantially flexibility. Because Defendant sells thousands of products for less than
9 even \$5 (and thousands more for less than \$10), the \$12 vouchers provide Class Members with
10 substantial purchasing power and allow them to select from numerous and commonly needed
11 and used products, thousands of which are available for less than the value of a voucher.
12 (Franzini Decl. ¶ 17.) The vouchers can be used to purchase anything on Defendant's website
13 without restriction, they can be transferred and stacked, and they can be combined with any other
14 offers or promotions on Defendant's website. (Agreement §§ II(CC), III(D)(3).) Plus, the
15 vouchers can be used at any time for up to three years, so Class Members can use them when
16 convenient without any rush. (*Ibid.*) And the Settlement requires Defendant to send multiple
17 reminders to Class Members about their vouchers, to ensure that Class Members remember to
18 use them. (*Ibid.*)

19 The extent of discovery completed and the stage of the proceedings: Extensive pre-trial
20 discovery is not “a prerequisite to approval.” (*7-Eleven Owners for Fair Franchising*, 85
21 Cal.App.4th at p. 1150 [quoting *Plummer v. Chemical Bank* (2d Cir. 1982) 668 F.2d 654, 660.])
22 Here, the Parties have carefully analyzed the issues in the case through pre- and post-suit
23 investigations, throughout settlement negotiations, and through considerable litigation. (Franzini
24 Decl. ¶¶ 9-12.) During negotiations, the Parties also engaged in informal discovery to increase
25 the likelihood of successful settlement discussions, which gave further insight to the Parties on
26 both liability and damages issues. (*Id.* ¶ 11; *7-Eleven Owners for Fair Franchising*, 85
27 Cal.App.4th at p. 1150 [“In the context of class action settlements, formal discovery is not a
28

1 necessary ticket to the bargaining table where the parties had sufficient information to make an
2 informed decision about settlement.” (cleaned up)].)

3 The experience and views of Counsel: Class Counsel has significant experience with
4 consumer class actions, and with cases like this one alleging deceptive pricing in particular.
5 (E.g., Franzini Decl. ¶¶ 4-8.) Based on that experience, Counsel is confident that the Settlement
6 represents an excellent result for Settlement Class Members. (*Id.* ¶ 18.) This conclusion is
7 supported by the opinion of the independent mediator who recommended the Settlement. (*Id.*
8 ¶ 13; *Dunk*, 48 Cal.App.4th at pp. 1802-03 [“[T]he record was ideal for the trial court to make a
9 rational and educated determination [that] the settlement was fair, adequate and reasonable” in
10 part because “[t]he independent mediator . . . with substantial experience and respect in the legal
11 community, recommended the settlement.”].)

12 * * *

13 Thus, based on a thorough review of all relevant factors, the Court should conclude that
14 the Settlement is fair, reasonable, and adequate for all concerned and grant final approval of the
15 Settlement.

16 **V. Conclusion.**

17 For the foregoing reasons, this motion should be granted, the Settlement should be
18 approved, and Judgment should be entered.

19
20 Dated: January 28, 2026

Respectfully submitted,

21 By: /s/ Simon Franzini

22 Simon Franzini (Cal. Bar No. 287631)
simon@dovel.com

23 Jonas Jacobson (Cal. Bar No. 269912)
jonas@dovel.com

24 Grace Bennett (Cal. Bar No. 345948)
grace@dovel.com

25 DOVEL & LUNER, LLP
26 201 Santa Monica Blvd., Suite 600
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27 Telephone: (310) 656-7066

28 Facsimile: +1 (310) 656-7069

Attorneys for Plaintiffs

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1 **PROOF OF SERVICE**

2 I am a resident of the state of California, I am over the age of 18 years, and I am not a
3 party to the within action. My business address is 201 Santa Monica Blvd., Suite 600, Santa
4 Monica, CA 90401.

5 On January 28, 2026, I served the foregoing document(s) described as NOTICE OF
6 MOTION AND UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION
7 SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT
8 THEREOF on all interested parties in this action as follows:

9 Kevin E. Gaut (Cal. Bar No. 117352)
10 keg@msk.com
11 Mitchell Silberberg & Knupp LLP
12 2049 Century Park East 18th Floor, Los Angeles, CA 90067
13 Telephone: (310) 312-3179
14 Facsimile: (310) 312-3100

15 *Attorneys for Defendant Fashion Nova, LLC*

16 **[X] (VIA E-MAIL):** On January 28, 2026, a true and correct portable document format
17 (“pdf”) copy of the document described above was electronically served on the above
18 recipients, at their respective email addresses. My electronic service address is
19 rachel@dovel.com.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on January 28, 2026, at Santa Monica, California.

23 /s/ Rachel Ong
24 Rachel Ong

Clerk of the Superior Court
By T. Automation, Deputy Clerk

1 Simon Franzini (Cal. Bar No. 287631)
simon@dovel.com
2 Jonas Jacobson (Cal. Bar No. 269912)
jonas@dovel.com
3 Grace Bennett (Cal. Bar No. 345948)
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7

8 *Attorneys for Plaintiffs*

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

11 BRIANNA CLARK, KENITA HEARNE,
12 BRIA STEWART, ALIZE HOLLY, SELENA
13 FLORES, EMILY DEMBICZAK, and
EVELYN HERNANDEZ, individually and on
behalf of all others similarly situated,

14 *Plaintiffs,*

15 v.

16 FASHION NOVA, LLC,

17 *Defendant.*
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Case No. 25CU032047N

**DECLARATION OF SIMON FRANZINI
IN SUPPORT OF UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

*[Proposed] Order; Plaintiffs' Unopposed
Motion for Final Approval; Declaration of
Michael Lynch filed concurrently herewith*

Date: February 27, 2026
Time: 1:30 PM
Judge: William Y. Wood
Department: N-29

1 I, Simon Franzini, declare as follows:

2 1. I am a partner at the law firm Dovel & Luner, LLP, where I co-lead the firm’s class
3 action practice. I, along with my law firm, was appointed Settlement Class Counsel in this action. I
4 make this declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action
5 Settlement (the “Motion”).

6 2. I have worked on this matter since its inception, and have supervised other attorneys
7 and legal analysts who worked on the case.

8 3. A true and correct copy of the proposed Class Action Settlement Agreement in this
9 Action (“Settlement Agreement”), executed by Plaintiffs Brianna Clark, Kenita Hearne, Bria Stewart,
10 Alize Holly, Selena Flores, Emily Dembiczak, and Evelyn Hernandez, and Defendant Fashion Nova,
11 LLC, is attached as **Exhibit 1**.

12 4. Throughout my career, I have litigated numerous complex cases, including class
13 actions, and have tried a number of cases to verdict. For example, in 2019, I tried a Telephone
14 Consumer Protection Act class action in Oregon federal court, *Wakefield v. ViSalus, Inc.* Case No.
15 3:15-cv-1857-SI (D. Or.). The jury returned a \$925 million verdict for the class. Due to this success,
16 Dovel & Luner was selected as a finalist for The National Law Journal’s 2020 Elite Trial Lawyers
17 “Law Firm of the Year” award in Consumer Protection.

18 5. I have also negotiated and settled numerous cases, including class actions. For
19 example, in 2022, I reached a \$17.5 million settlement in a consumer class action litigated in
20 Colorado federal court, *Goodrich, et al. v. Alterra Mountain Co., et al.*, No. 1:20-cv-01057-RM-SKC
21 (D. Colo.). My firm, along with our co-counsel, was appointed Class Counsel in that case. I have also
22 negotiated and settled many other consumer class actions, including a number of deceptive pricing
23 cases. See e.g., *Zuccaro v. Hot Topic, Inc.*, No. 3:23-cv-01242-MO (D. Or. Oct. 31, 2024), Dkt. 32
24 (order granting final approval of class action settlement in a deceptive pricing case); *Barr v.*
25 *SelectBlinds LLC*, 2024 U.S. Dist. LEXIS 39068 (C.D. Cal. 2024) (same); *Liu v. Home Depot USA,*
26 *Inc.*, No. C23-1217JLR (W.D. Wash. 2024), Dkt. 43 (same); *Cline v. Torrid LLC*, No. 25CV10315
27

1 (Mult. Co. Cir. Ct. Sept. 25, 2025), Dkt. 32 (same); *Yates v. GWD CONCEPT SP. Z O.O.*, No.
2 24CV59941 (Mult. Co. Cir. Ct. Aug. 25, 2025) (same).

3 6. I am currently litigating numerous consumer class actions, many of which involve
4 similar issues and claims as the ones involved in this case. In particular, my firm is currently litigating
5 several deceptive pricing cases, asserting similar claims and relying on similar legal theories as those
6 asserted and relied upon here. See, e.g., *Webb v. Puffy LLC*, Case No. 2:25-cv-06970-MWF-AS (C.D.
7 Cal.); *Plata v. Lands' End, Inc.*, Case No. 5:24-cv-00723-MEMF-SP (C.D. Cal); *Hong v. RugsUSA,*
8 *LLC*, No. 3:24-cv-08799-AMO (N.D. Cal.); *Greben v. Cinmar, LLC and Frontgate Marketing, Inc.*,
9 No. 1:25-cv-00360-MRB (S.D. Ohio). I have also been appointed class counsel in cases where class
10 certification was disputed. See, e.g., *Sanderson v. Whoop, Inc.*, 2025 U.S. Dist. LEXIS 42118 (N.D.
11 Cal. Mar. 7, 2025).

12 7. For years, my firm has spent substantial time on deceptive pricing cases: conducting
13 thorough investigations of factual issues, developing legal theories, comprehensively researching all
14 past litigation and potential defenses, crafting detailed complaints, responding to substantive
15 arguments by defendants, consulting experts about both liability and damages, and, as in this case,
16 arduously negotiating potential settlements.

17 8. As a result of this work, my firm has developed considerable expertise in deceptive
18 pricing class actions, and we draw on that expertise constantly while litigating each individual case
19 for the benefit of the putative class. This expertise has led to significant success in these cases, as the
20 examples cited above show. We have also had success in litigation. For example, my firm has a
21 proven track record of successfully defeating pleading challenges in these kinds of cases (which are
22 subject to heightened pleading standards and are often dismissed on the pleadings for failure to
23 collect sufficient evidence of deceptive conduct). And we have negotiated many settlements in
24 deceptive pricing cases that provide excellent relief to class members.

25 Class Counsel's efforts on behalf of the Settlement Class

26 9. Before filing any deceptive pricing case, my firm painstakingly gathers archival data
27 from the Internet Archive's Wayback Machine. Here, prior to filing a case, we reviewed archived

1 copies of Defendant's website showing Defendant's price advertising over time.¹ My colleagues and I
2 used this information to perform a detailed analysis of Defendant's liability under the pertinent
3 consumer protection statutes and common law. On November 2, 2022, we filed a class action in Los
4 Angeles Superior Court on behalf of Plaintiff Bria Stewart. On March 17, 2023, we filed a similar
5 case in the Western District of Washington on behalf of Plaintiff Emily Dembiczak. And on April 2,
6 2025, we filed another similar case there on behalf of Evelyn Hernandez, Kenita Hearne, Selena
7 Flores, Brianna Clark, and Alize Holly. After reaching a global settlement of all Plaintiffs' claims, the
8 parties filed the Consolidated Class Action Complaint in this lawsuit consolidating the claims of all
9 the Plaintiffs.

10 10. In the *Stewart* case, Defendant moved to compel arbitration, and the motion was
11 granted in March 2023. My firm filed a timely writ of mandate seeking the review of the California
12 Court of Appeal. That writ was denied in August 2023. My firm then filed an individual arbitration
13 on behalf of Plaintiff Stewart, with the intention to again argue that the arbitration clause did not
14 require her claims be arbitrated. Separately, Defendant also filed a motion compelling arbitration in
15 the *Dembiczak* case. The *Dembiczak* court denied that motion in February 2024. After receiving the
16 court's order, Defendant appealed the district court's denial of its motion. Defendant's appellate brief
17 was pending when the Parties finalized this Agreement.

18 11. The Parties engaged in substantive settlement discussions for more than a year.
19 Settlement negotiations between the Parties were arduous, contentious, and well-informed. The
20 Parties agreed to private mediation and scheduled a mediation with the Honorable Edward Infante
21 (Ret.) of JAMS for April 29, 2024. Prior to the mediation, the Parties thoroughly analyzed the case
22 and gained a comprehensive understanding of the potential risks for each side in continued litigation.
23 For example, and as mentioned earlier, before filing any case, my office gathered and reviewed
24 archival data from the Internet Archive to better understand Defendant's pricing and discounting
25 strategies. During settlement negotiations, my office intensified and expanded this investigation to
26 ensure we had all necessary information to make an informed decision on settlement. After agreeing

27

¹ Accessible at <https://web.archive.org/>.

1 to mediate, and throughout settlement negotiations (including during mediation), the Parties
2 conducted informal discovery and exchanged pertinent information regarding the allegations. In
3 particular, Defendant provided financial and sales data that allowed my colleagues and I to put
4 together several detailed class-wide damages models. My firm also prepared a comprehensive
5 mediation brief prior to mediation that discussed the claims, defenses, and alleged damages and
6 liability at issue in the case.

7 12. On April 29, 2024, the Parties participated in a full-day, in-person mediation before
8 Judge Infante. The Parties did not reach a settlement but agreed the mediation was productive, and
9 continued to engage in extensive, vigorous, and contentious negotiations, including through
10 independent follow-up calls with the mediator. In July 2024, Judge Infante issued a mediator's
11 proposal. Although the Parties rejected this proposal, they continued to engage in contentious and
12 vigorous settlement negotiations. This allowed the Parties to further understand and appreciate the
13 risks of continued litigation for both sides.

14 13. In December 2024, Judge Infante issued a second proposal. I reviewed this proposal
15 thoroughly, and determined that it was an excellent outcome for the Class. The Parties accepted this
16 mediator's proposal subject to further negotiations on several outstanding issues. In April 2025, after
17 resolving outstanding issues by heavily negotiating the details of the settlement, the Parties reached a
18 settlement in principle to globally resolve the claims of the Plaintiffs.

19 14. After reaching a settlement in principle, the Parties negotiated a long-form agreement,
20 which involved several back-and-forth redline drafts and conversations between my firm and defense
21 counsel. The Settlement Agreement was finally executed on May 20, 2025.

22 The Proposed Settlement

23 15. The Settlement Agreement requires Defendant to provide Class Members with
24 automatic Settlement Vouchers worth \$12. In addition to the value of the direct benefits provided by
25 the Settlement, the Settlement also requires Defendant to pay for notice and administration costs
26 (approximately \$38,500), attorneys' fees and expenses (up to \$4,200,000, as approved by the Court),
27 and incentive awards to the Class Representatives (up to \$2,500 each, as approved by the Court).

1 Payment of attorneys' fees, incentive awards, and settlement expenses is on top of the Settlement
2 Vouchers provided to the Settlement Class, meaning these expenses will not reduce the amount of
3 direct compensation received by each Class Member.

4 16. The Settlement Vouchers that the Settlement will afford Class Members are fully
5 transferable, stackable with other vouchers and with any other offer or promotion Defendant offers,
6 and can be used for anything on fashionnova.com with no restrictions or blackout dates for a period
7 of three years after they are distributed.

8 17. Based on a review of Defendant's website and data, I determined that Defendant
9 regularly offers thousands of products for \$5 or less—far below the value of a Settlement Voucher. In
10 particular, my office's review of Defendant's data and website revealed that Defendant routinely
11 offers more than ten thousand products for \$10 or less. For example, my staff visited Defendant's
12 website on June 25, June 26, June 27, and June 30, 2025, and then again on January 20 and January
13 21, 2026, and reviewed Defendant's prices. My staff reported to me that on each day they checked,
14 there were at least 10,000 products across the website being sold for \$10 or less. Plus, data produced
15 to my office by Defendant revealed more than 2,000 products available on Defendant's website for
16 less than \$5. Thus, the vouchers provided by the Settlement will allow Class Members to select from
17 numerous commonly used products available for purchase from Defendant's website for less than the
18 value of a voucher.

19 18. I believe this Settlement is an outstanding outcome for the Settlement Class, ensuring
20 that every Class Member receives relief.

21 19. The outcome is particularly valuable given the significant risks and costs involved in
22 continuing to litigate this case. For example, throughout the litigation, Defendant asserted that
23 Plaintiffs and Class Members are subject to a binding and enforceable arbitration clause covering
24 Plaintiffs' claims, which would require Class Members to bring the claims asserted here in individual
25 arbitrations, rather than as a class action. While my colleagues and I maintain that neither Plaintiffs
26 nor Class Members are required to arbitrate their claims, the Parties have received mixed results
27 while litigating this issue. When the Parties finalized the Settlement, Defendant had filed its opening

1 brief in an appeal of the district court order denying its motion to compel arbitration in the *Dembiczak*
2 matter. If Defendant succeeded in that appeal, Plaintiffs would be unable to pursue their claims in a
3 class action, and would not be able to even seek relief for Class Members. Moreover, outside of the
4 very real risk from Defendant's arbitration arguments, deceptive pricing cases in general present
5 challenges and risks at every step of the litigation. See e.g., *Jacobo v. Ross Stores, Inc.*, 2016 U.S.
6 Dist. LEXIS 86958, at *1 (C.D. Cal. Feb. 23, 2016) (granting defendant's motion to dismiss in
7 deceptive pricing case); *Sperling v. Stein Mart, Inc.*, 291 F. Supp. 3d 1076, 1087 (C.D. Cal. 2018)
8 (granting defendant's motion for summary judgment and denying plaintiffs' motion for class
9 certification); *Chowning v. Kohl's Dep't Stores, Inc.*, 2016 U.S. Dist. LEXIS 188341, at *1 (C.D. Cal.
10 Apr. 1, 2016) (denying motion for class certification).

11 20. The deadline for Class Members to opt out of or object to the Settlement is February
12 12, 2026. And according to the Settlement Administrator, as of January 28, 2026, no Class Member
13 has submitted an objection to the Settlement. On December 18, 2025, Class Counsel received an
14 email from an individual purporting to be a Class Member expressing their opposition to the
15 Settlement, but the email did not comply with the Settlement's requirements for objections (which are
16 common, and were approved by the Court at Preliminary Approval). Class Counsel and the
17 Settlement Administrator each separately provided detailed instructions on how to submit an
18 objection. To date, this purported Class Member has not submitted an objection. Class Counsel will
19 alert the Court if it receives any objections after the date of this filing. In addition, only one Class
20 Member has thus far requested to be excluded. In my view, that no Class Members have submitted
21 objections, and that only one Class Member has opted out, confirms that the Settlement is an
22 excellent outcome for the Class (especially considering the thorough notice provided to the
23 Settlement Class).

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25 I declare under penalty of perjury, under the laws of the United States and the State of
26 California, that the foregoing is true and correct to the best of my knowledge.

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Dated: January 28, 2026

By: /s/ Simon Franzini
Simon Franzini

EXHIBIT 1

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:

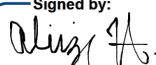
EVELYN HERNANDEZ

DATED: 05/16/25, 2025

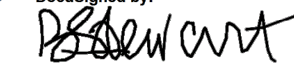
DocuSigned by:

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]

1 **PROOF OF SERVICE**

2 I am a resident of the state of California, I am over the age of 18 years, and I am not a party
3 to the within action. My business address is 201 Santa Monica Blvd., Suite 600, Santa Monica, CA
4 90401.

5 On January 28, 2026, I served the foregoing document(s) described as DECLARATION OF
6 SIMON FRANZINI IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF
7 CLASS ACTION SETTLEMENT on all interested parties in this action as follows:

8 Kevin E. Gaut (Cal. Bar No. 117352)
9 keg@msk.com
10 Mitchell Silberberg & Knupp LLP
11 2049 Century Park East, 18th Floor, Los Angeles, CA 90067
12 Telephone: (310) 312-3179
13 Facsimile: (310) 312-3100

14 *Attorneys for Defendant Fashion Nova, LLC*

15 [X] (VIA E-MAIL): On January 28, 2026, a true and correct portable document format
16 (“pdf”) copy of the document described above was electronically served on the above recipients, at
17 their respective email addresses. My electronic service address is rachel@dovel.com.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct.

20 Executed on January 28, 2026, at Santa Monica, California.

21 /s/ Rachel Ong
22 Rachel Ong

Clerk of the Superior Court
By T. Automation , Deputy Clerk

1 Simon Franzini (Cal. Bar No. 287631)
simon@dovel.com
2 Jonas Jacobson (Cal. Bar No. 269912)
jonas@dovel.com
3 Grace Bennett (Cal. Bar No. 345948)
4 grace@dovel.com
DOVEL & LUNER, LLP
5 201 Santa Monica Blvd., Suite 600
Santa Monica, California 90401
6 Telephone: (310) 656-7066
7 Facsimile: (310) 656-7069

8 *Attorneys for Plaintiffs*

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

11 BRIANNA CLARK, KENITA HEARNE,
12 BRIA STEWART, ALIZE HOLLY,
13 SELENA FLORES, EMILY
DEMBICZAK, EVELYN HERNANDEZ,
individually and on behalf of all others
similarly situated,

14 *Plaintiffs,*

15 vs.

16 FASHION NOVA, LLC,

17 *Defendant.*

Case No. 25CU032047N

**DECLARATION OF MICHAEL LYNCH
OF ANGEION GROUP, LLC
RE: IMPLEMENTATION OF NOTICE PLAN**

1 I, Michael Lynch, declare and state as follows:

2 1. I am the Director of Commercial Services at, the class action notice and claims
3 administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained
4 herein based upon my personal knowledge, as well as information that has been provided to me
5 by my colleagues in the ordinary course of business at Angeion.

6 2. My credentials were provided in my prior declaration outlining the proposed Notice
7 Plan (“Notice Plan Declaration”), filed with this Court on August 25, 2025.

8 3. Angeion was appointed by this Court to serve as the Settlement Administrator
9 pursuant to the *Order Granting Plaintiffs’ Unopposed Motion for Conditional Class Certification*
10 *and Preliminary Approval of Class Action Settlement* (“Preliminary Approval Order”) entered by
11 this Court on November 14, 2025.

12 4. The purpose of this declaration is to provide the Court and the Parties with a
13 summary of the work performed by Angeion to effectuate the Notice Plan and to administer the
14 Settlement in accordance with the *Class Action Settlement Agreement and Release* (“Settlement
15 Agreement”), filed with this Court on August 25, 2025.

16 **CLASS LIST**

17 5. On November 28, 2025, Defendant’s Counsel provided Angeion with an electronic
18 file containing records of Settlement Class Member names and email addresses. Angeion reviewed
19 the Settlement Class Member data and removed duplicative records, resulting in the total number
20 of unique Settlement Class Members (the “Class List”). Of the total unique Settlement Class
21 Member records, approximately 90% contained a valid email address¹.

22 **EMAIL NOTICE**

23 6. Beginning on December 12, 2025, Angeion caused the Email Notice to be sent to
24 every Class Member with a valid email address on the Class List, of which approximately 93.97%
25 were delivered. The other emails were not delivered due to a hard or soft bounce. Ultimately,

26 _____
27 ¹ Prior to disseminating notice via email, Angeion performed the cleansing and validation process described in the
28 Notice Plan Declaration.

1 notice was delivered to approximately 84.62% of the Class List. A true and accurate copy of the
2 Email Notice is attached hereto as **Exhibit A**.

3 CASE SPECIFIC SETTLEMENT WEBSITE

4 7. On December 12, 2025, Angeion established the following website dedicated to
5 this Settlement: www.discountedpricesettlement.com (the “Settlement Website”). The Settlement
6 Website contains general information about the Settlement, including answers to frequently asked
7 questions and important dates and deadlines pertinent to this matter. Settlement Class Members
8 are able to update their email address through a secure online portal on the Settlement Website.
9 The Settlement Website also has a “Contact Us” page with the Settlement Administrator’s mailing
10 address and phone number, as well as an option to send an email with any additional questions to
11 a dedicated email address. Additionally, the Settlement Website includes copies of the Long Form
12 Notice, Settlement Agreement, Preliminary Approval Order and other settlement related
13 documents which are available to view or download. A true and accurate copy of the Long Form
14 Notice is also attached as **Exhibit B**.

15 8. As of January 21, 2026, the Settlement Website has had 65,219 unique visitors,
16 resulting in approximately 91,394 page views as well as receiving 429 requests to update email
17 information through the online portal.

18 CASE SPECIFIC HOTLINE

19 9. On December 12, 2025, Angeion established a toll-free hotline dedicated to the
20 Settlement: 1-844-949-4200. The toll-free hotline features an interactive voice response (“IVR”)
21 system that provides answers to frequently asked questions and essential information about the
22 Settlement, including the rights and options available to Settlement Class Members, and important
23 dates and deadlines. The toll-free hotline also allows callers to leave a message with additional
24 questions, provide updated email address information, or to request that the Long Form Notice be
25 mailed to them. The toll-free hotline is available 24 hours a day, 7 days a week.

26 10. As of January 21, 2026, the toll-free hotline has received 183 calls, totaling 565
27 minutes.

1 **REQUESTS FOR EXCLUSION AND OBJECTIONS**

2 11. The deadline for Settlement Class Members to request exclusion from the
3 Settlement is February 12, 2026. As of the date of this declaration, Angeion has received one (1)
4 request for exclusion from the Settlement from Gary Dartez.

5 12. The deadline for Settlement Class Members to submit an objection to the
6 Settlement is February 12, 2026. As of the date of this declaration, Angeion has not received any
7 objections to the Settlement.

8 13. Angeion will keep the Parties apprised of any additional requests for exclusion or
9 objections received.

10 **NOTICE & ADMINISTRATION COSTS**

11 14. Angeion has agreed to provide notice and administrative services in this matter for
12 the fixed fee amount of \$38,500².


13 **CONCLUSION**

14 The Notice Plan implemented in this Settlement included direct notice via email to all
15 reasonably identifiable Settlement Class Members with valid email addresses, and the
16 implementation of a dedicated Settlement Website and toll-free telephone support to further inform
17 Settlement Class Members of their rights and options in the Settlement.

18 It remains my professional opinion that the Notice Plan provided full and proper notice to
19 Settlement Class Members before the applicable response deadlines, and that the Notice Plan was
20 the best notice practicable under the circumstances, fully comporting with Due Process, and CRC
21 3.766.

22 I hereby declare under penalty of perjury that the foregoing is true and correct.

23 Dated: January 27, 2026

24 
25 _____
MICHAEL LYNCH

26 ² The fixed fee amount is premised on certain assumptions included on Angeion's project proposal estimate.
27 Deviations from those assumptions, including any out-of-scope services not contemplated in Angeion's project
proposal are subject to additional costs.

Exhibit A

From: donotreply@DiscountedPriceSettlement.com

Subject: Notice of Proposed Class Action Settlement – Dembiczak, et al v. Fashion Nova, LLC

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Dembiczak et al. v. Fashion Nova, LLC
San Diego Superior Court Case No.: 25CU032047N

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 www.DiscountedPriceSettlement.com or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.

Notice ID: FNDXXXXXXX

Confirmation Code: 12345

Class Member Name,

What is this Case About? In the lawsuit entitled *Emily Dembiczak et. al v. Fashion Nova, LLC*, Case No. 25CU032047N filed in the 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 May 20, 2025.

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 February 12, 2026**. 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 February 12, 2026**. Additional information about opting out of or objecting to the Settlement is available at www.DiscountedPriceSettlement.com. 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 **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, California 92081, Department N-29 of the Court**. 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 www.DiscountedPriceSettlement.com, contact the Settlement Administrator by calling 1-(844) 949-4200 or by writing or emailing the Settlement Administrator at Fashion Nova Class Action Settlement c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or contact Class Counsel by emailing grace@dovel.com, jonas@dovel.com, or simon@dovel.com.

Exhibit B

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

QUESTIONS? CALL 1-844-949-4200 TOLL-FREE OR
VISIT WWW.DISCOUNTEDPRICESETTLEMENT.COM.

	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.
--	--

- 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.

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).

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

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;

QUESTIONS? CALL 1-844-949-4200 TOLL-FREE OR
VISIT WWW.DISCOUNTEDPRICESSETTLEMENT.COM.

(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.

23. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing (see Question 19 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
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Phone: 844-949-4200
Email: info@DiscountedPriceSettlement.com

QUESTIONS? CALL 1-844-949-4200 TOLL-FREE OR
VISIT WWW.DISCOUNTEDPRICESSETTLEMENT.COM.

1 **PROOF OF SERVICE**

2 I am a resident of the state of California, I am over the age of 18 years, and I am not a party
3 to the within action. My business address is 201 Santa Monica Blvd., Suite 600, Santa Monica, CA
4 90401.

5 On January 28, 2026, I served the foregoing document(s) described as DECLARATION OF
6 MICHAEL LYNCH OF ANGEION GROUP, LLC RE: IMPLEMENTATION OF NOTICE PLAN
7 on all interested parties in this action as follows:

8 Kevin E. Gaut (Cal. Bar No. 117352)
9 keg@msk.com
10 Mitchell Silberberg & Knupp LLP
11 2049 Century Park East, 18th Floor, Los Angeles, CA 90067
12 Telephone: (310) 312-3179
13 Facsimile: (310) 312-3100

14 *Attorneys for Defendant Fashion Nova, LLC*

15 **[X] (VIA E-MAIL):** On January 28, 2026, a true and correct portable document format
16 (“pdf”) copy of the document described above was electronically served on the above recipients, at
17 their respective email addresses. My electronic service address is rachel@dovel.com.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct.

20 Executed on January 28, 2026, at Santa Monica, California.

21 /s/ Rachel Ong
22 Rachel Ong

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

BRIANNA CLARK, KENITA HEARNE,
BRIA STEWART, ALIZE HOLLY, SELENA
FLORES, EMILY DEMBICZAK, and
EVELYN HERNANDEZ, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

FASHION NOVA, LLC,

Defendant.

Case No. 25CU032047N

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 Before the Court are Plaintiffs Brianna Clark, Kenita Hearne, Bria Stewart, Alize Holly,
2 Selena Flores, Emily Dembiczak, and Evelyn Hernandez’s Motions for Final Approval of Class
3 Action Settlement and for Attorneys’ Fees, Costs, and Incentive Awards (the “Motions”). The Court
4 held a Final Approval Hearing on February 27, 2026. The Court has reviewed Plaintiffs’ Motions
5 and documents submitted in support thereof, the record in this case, and the relevant law. Being fully
6 advised, the Court **GRANTS** Plaintiffs’ Motions. The Court **ORDERS** and makes the following
7 findings and determinations:

8 1. The Court has personal jurisdiction over all of the Parties to this Action, including
9 Class Members. And the Court has subject matter jurisdiction over this Action, and all matters
10 related to the Settlement.

11 2. The Settlement Agreement (“Agreement”) is incorporated by reference into this
12 Order and is adopted by the Court.

13 **Approval of Notice and Settlement Administration**

14 3. Direct notice was distributed to Settlement Class Members as ordered in this Court’s
15 Preliminary Approval Order.

16 4. The Court finds that Notice was disseminated in a manner that: (a) constituted the
17 best notice practicable under the circumstances; (b) was reasonably calculated to inform all Class
18 Members of this Action, of the terms and effect of this Settlement, of their right to opt out of or
19 object to this Settlement, of the Final Approval Hearing, of Class Counsel’s fees and costs request,
20 and of the Class Representatives’ request for incentive awards; (c) constituted due, adequate and
21 sufficient notice to Class Members; (d) satisfied the requirements of the United States Constitution
22 and all other applicable law; and (e) fully satisfied the requirements of due process and the
23 applicable rules governing class action settlements of Rule 3.766 of the California Rules of Court.

24 5. The notices themselves provided all relevant information concerning the claims, the
25 Settlement’s terms and impact, and Class Members’ ability to opt out of or object to the Settlement.
26 (Declaration of Michael Lynch of Angeion Group re: Implementation of Notice and Settlement
27 Administration at ¶ 6; *id.* Exhibit A.) Plus, in addition to direct notice, the Settlement Administrator

1 established and ran a Settlement Website that provided additional information to Class Members,
2 including a FAQ page, contact information, and relevant documents. (Lynch Decl. ¶ 7.) In sum, the
3 Court finds that thorough and effective Notice was successfully administered.

4 **Certification of the Settlement Class**

5 6. Pursuant to CRC 3.769, Civil Code section 1781, and Code of Civil Procedure section
6 382, the Court finally certifies the following Class, for settlement purposes only:

- 7 ▪ All Persons who purchased, from a billing address listed with Defendant
8 that is in California, Oregon, or Washington, one or more products on
9 FashionNova.com or through the Fashion Nova mobile application at any
10 time during the Class Period of September 17, 2018 to May 20, 2025.

11 Excluded from the Settlement Class are the one Class Member who submitted a valid request
12 for exclusion from the Settlement; counsel of record (and their respective law firms) for the Parties;
13 Defendant and any of its parents, affiliates, subsidiaries, and all of their respective officers and
14 directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of
15 their immediate families and judicial staff; and any natural person or entity that entered into a release
16 of the Released Claims prior to the Effective Date.

17 7. This Class is the same as was conditionally certified in the Court’s Preliminary
18 Approval Order. The Court again finds that this Settlement Class satisfies the requirements of CRC
19 3.769, Civil Code section 1781, and Code of Civil Procedure section 382.

20 8. First, the Settlement Class is so numerous that joinder of all Class Members in a
21 single action is impracticable. The Class is ascertainable both through its definition and through
22 Defendant’s records. Next, there are numerous common questions of law and fact, and these
23 common questions predominate over all individual questions. In addition, the claims of the Class
24 Representatives are typical of the Settlement Class. And the Class Representatives, along with Class
25 Counsel, have no conflicts with Settlement Class Members and have fairly and adequately
26 represented the Class’s interests. Finally, because the claims are numerous and low in value, a class
27 action is a superior mechanism for their resolution.

1 9. For these reasons, the Court reaffirms its preliminary certification of the Class for
2 settlement purposes, its preliminary appointment of Brianna Clark, Kenita Hearne, Bria Stewart,
3 Alize Holly, Selena Flores, Emily Dembiczak, and Evelyn Hernandez as Class Representatives, and
4 its preliminary appointment of Dovel & Luner, LLP as Class Counsel.

5 **The Settlement Warrants Final Approval**

6 10. Pursuant to CRC 3.769, the Court grants final approval of the Settlement.

7 11. The Settlement is entitled to the presumption of fairness because it was reached
8 through arm's-length bargaining, the Parties' investigation and discovery were sufficient to allow the
9 Parties, their counsel, and the Court to act intelligently, the Parties' counsel is experienced in similar
10 litigation, and there have been no objections submitted.

11 12. The Settlement was negotiated at arm's length with the aid of an experienced
12 mediator. The Parties spent more than a year negotiating and extensively engaging with the mediator
13 before the final Agreement was executed.

14 13. During settlement negotiations, the Parties exchanged pertinent information. Class
15 Counsel represents that they used this information to assess the Class's claims, Defendant's
16 defenses, and to develop multiple damages models, and that this information informed Plaintiffs'
17 settlement posture. Class Counsel also thoroughly investigated Defendant's pricing practices, and
18 the Parties briefed multiple motions related to arbitration. Thus, the Parties approached negotiations
19 with sufficient information to thoroughly evaluate the value of the case and potential agreements.

20 14. Class Counsel has substantial experience litigating class actions, including a special
21 expertise in cases alleging deceptive price advertising, such as this one. So, Class Counsel's
22 recommendation of this Settlement is entitled to weight.

23 15. The Settlement Administrator has reported that there were zero objections submitted.
24 (Lynch Decl. ¶ 12.) This shows that the Class overwhelmingly supported the Settlement. In addition,
25 only one Class Member submitted a request for exclusion. This person, identified in the Declaration
26 of Michael Lynch, is excluded from the Settlement Class, and will not release any claims against
27 Defendant pursuant to this Order. (*Id.* ¶ 11.)

1 16. In addition to the presumption of fairness, other factors present here show that the
2 Settlement is fair, reasonable, and adequate to all concerned.

3 17. The Settlement provides significant value to the Class. The Settlement provides direct
4 compensation to Class Members in the form of \$12 Settlement Vouchers. The vouchers can be used
5 to purchase anything on Defendant’s website, and provide meaningful and flexible relief. Class
6 Members will automatically receive a Settlement Voucher without the need to submit a claim form
7 or take any other action. The Court approves this automatic distribution method. The Settlement also
8 provides other valuable compensation to Class Members, as Defendant will pay for notice and
9 administration costs, attorneys’ fees and expenses, and incentive awards to the Class
10 Representatives. The Settlement therefore provides significant relief to Class Members that is within
11 the range of reasonable outcomes and compares favorably to settlements in similar class actions.

12 18. Continued litigation would have presented substantial risk for the Settlement Class.
13 Defendant vigorously contests all aspects of liability and damages in this Action, and, in particular,
14 has repeatedly argued that Plaintiffs and Class Members are bound to an arbitration clause and class
15 action waiver that requires them to bring the claims asserted here only in private arbitration, and
16 only in an individual capacity. When the Parties reached the Settlement, there was a pending Ninth
17 Circuit appeal on this issue. If Plaintiffs lost this appeal, they may have been completely unable to
18 pursue class relief. Plus, regardless of Plaintiffs’ future success on the arbitration issue or otherwise,
19 continued litigation would impose additional expense and delay that could undercut any potential
20 recovery for the Class.

21 19. Both the Class Representatives and Class Counsel adequately represented the Class
22 and recommend this Settlement. The Class Representatives actively participated in the Action and
23 provided valuable services to the Class. And Class Counsel arduously negotiated this Settlement.
24 There are no signs of collusion that give the Court pause.

25 20. Thus, the Settlement Agreement is fair, reasonable, and adequate to the Settlement
26 Class Members.

27

1 **Approval of Attorneys’ Fees, Costs, and Incentive Awards**

2 21. After considering Class Counsel’s Motion for Attorneys’ Fees, Costs, and Incentive
3 Awards (“Fee Motion”), the Court grants the requested attorneys’ fees of \$4,173,414.17. The
4 requested fee award is well below the average award of 33.3% of the total recovery typically granted
5 by California courts, and is justified given the excellent result achieved for the Settlement Class in
6 this case. The Court has considered the relevant factors to assess the reasonableness of the fees,
7 including the results obtained for the Class, the risks presented by the case, Class Counsel’s
8 experience in this area and the quality of the work on this case, and that Class Counsel took this case
9 on a contingency basis.

10 22. The Court recognizes that it has the discretion to forgo a lodestar cross-check and
11 finds that a lodestar cross-check is not necessary here. In any event, with the Fee Motion, Class
12 Counsel provided the time spent on the case, and this information reveals that a lodestar cross-check
13 would confirm the reasonableness of Class Counsel’s fee request.

14 23. The Court also finds that the costs incurred by Class Counsel were reasonable and
15 grants Class Counsel’s request for \$26,585.83 in cost reimbursements.

16 24. The Court also grants the Class Representatives’ requested incentive awards. Each
17 Class Representative shall be awarded \$2,500, for a total of \$17,500. This award is justified given
18 the Class Representatives’ participation in this Action and their service to the Settlement Class.

19 **Release of Claims and Final Judgment**

20 25. Upon payment and distribution of all benefits owed under the Settlement Agreement,
21 the claims asserted in this Action, and the Released Claims of each Plaintiff and Class Member, are
22 fully, finally, and forever released and discharged by Class Members who did not submit valid
23 requests for exclusion, pursuant to the terms of the Settlement Agreement. Thus, Class Members—
24 except for the one Class Member who submitted a valid request for exclusion—are permanently
25 barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released
26 Claims against the Released Parties as provided in the Settlement Agreement.

1 26. As a result of the Settlement’s Final Approval, **Final Judgment** is entered based on
2 the Parties’ Settlement Agreement. Accordingly, this Action is **DISMISSED WITH PREJUDICE**,
3 with all Parties to bear their own costs and fees, except as set forth herein.

4 27. Notwithstanding the foregoing, and without affecting the finality of this Order in any
5 way, the Court shall retain jurisdiction to enforce the terms of the Settlement Agreement, and
6 guarantee that its terms and this Order are carried out.

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8 The Clerk is **DIRECTED** to enter this Judgment and close the case.

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10 DATED: _____, 2026

The Honorable William Y. Wood
Judge of the Superior Court

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