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**F I L E D**  
San Diego Superior Court

MAY 29 2026

Clerk of the Superior Court  
By: B. Orihuela, Deputy

7 Attorneys for Plaintiff

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3/30/2026 9:22:40 AM

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

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

13 Plaintiff,

14 v.

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

16 Defendant.

Case No. 25CU057205C

Hon. Wendy M. Behan

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

IMAGED FILE

Date: October 2, 2026

Time: 10:15 AM

Dept.: C-66 (Central Courthouse)

1 On May 29, 2026, this Court heard Plaintiff's unopposed Motion for  
2 Preliminary Approval of Class Settlement, Provisional Class Certification, and Class Notice Plan  
3 ("Motion"). The Court reviewed the Motion, including the Settlement Agreement and Release  
4 ("Settlement" or "Settlement Agreement"). Based on this Court's review and the findings below, the  
5 Court concludes that the Settlement Agreement appears fair, reasonable, adequate, and within the range  
6 of reasonableness for preliminary approval, and further finds good cause to grant the Motion.<sup>1</sup>

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

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

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

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

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

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

24 **IT IS HEREBY ORDERED THAT:**

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

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

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

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

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

- Certification of the Settlement Class appears to meet all applicable requirements of law, including California Code of Civil Procedure § 382, California Rules of Court, rules 3.766 and 3.769, and the California and U.S. Constitutions.

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

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

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

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

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

8 **14. Objections and Appearances.**

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

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

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

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

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

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

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

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

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

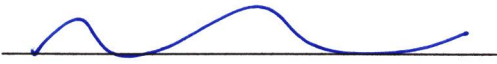
1           17.     **Stay/Bar of Other Proceedings.** All proceedings in this Action are stayed until further  
2 order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final  
3 determination of whether the Settlement should be approved, Plaintiff, all persons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

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

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

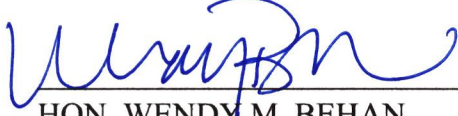
16          20.     **Final Approval Hearing/Fairness Hearing.** On OCT [month] 23 [day], 2026  
17 at 10:15 am [time], this Court has scheduled a Final Approval Hearing/Fairness Hearing to  
18 determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate,  
19 and to award any attorneys’ fees to Class Counsel and incentive awards to the Class Representative as  
20 may be appropriate. Based on the date of this Order and the Final Approval Hearing, the following are  
21 certain associated dates and deadlines in the Settlement:

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

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

21 IT IS SO ORDERED.

22  
23 Dated: 5/29/24

23   
24 HON. WENDY M. BEHAN  
25 JUDGE OF THE SUPERIOR COURT